

April 1, 2021

Ms. Kimberly D. Bose Secretary Federal Energy Regulatory Commission 888 First Street, N.E. Washington, D.C. 20426

Re: Enable Gas Transmission, LLC

Docket No. RP21-712-000 Filing for Negotiated Rates

Dear Ms. Bose:

# I. Introduction.

Pursuant to Section 4 of the Natural Gas Act <sup>1</sup> and Part 154 of the Regulations of the Federal Energy Regulatory Commission ("Commission" or "FERC"), <sup>2</sup> Enable Gas Transmission, LLC ("EGT") hereby submits for filing as part of its FERC Gas Tariff, Second Revised Volume Negotiated Rates and Non-Conforming Agreements ("2<sup>nd</sup> Revised NRNCA"), the following tariff records to be effective April 1, 2021:

# Section 2.0, NEGOTIATED RATE AGREEMENTS TABLE OF CONTENTS, Version 48.0.0

Section 2.22, CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Louisiana Gas 1001017 (RS FT), Version 3.0.0
Section 2.23, Reserved For Future Use, Version 0.99.0
Section 2.24, Reserved For Future Use, Version 0.99.0

# II. Statement of the Nature, the Reasons, and the Basis for the Proposed Changes.

This filing complies with the requirements of the Commission's Natural Gas Pipeline Negotiated Rate Policies and Practices,<sup>3</sup> and with Section 12.3 of the General Terms and Conditions ("GT&C") of EGT's FERC Gas Tariff ("Tariff"), which allows EGT and its shippers to negotiate rates as provided for in the Commission's Policy Statement. EGT submits for filing herein an amended and restated negotiated rate agreement under Rate Schedule FT with CenterPoint Energy Resources Corp., dba CenterPoint Energy Louisiana Gas ("Louisiana Gas"). Additionally, EGT is

<sup>&</sup>lt;sup>1</sup> 15 U.S.C. § 717c (2018).

<sup>&</sup>lt;sup>2</sup> 18 C.F.R. §154.

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<sup>&</sup>lt;sup>3</sup> Natural Gas Pipeline Negotiated Rate Policies and Practices, 104 FERC ¶61,134 (2003), as modified on rehearing and clarification, 114 FERC ¶61,042 (2006) ("Policy Statement").

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removing tariff records containing negotiated rate agreements that have been extended at discounted rates.

EGT currently provides natural gas services to Louisiana Gas under EGT's Rate Schedules FT, NNTS and FSS under arrangements which began initially upon unbundling of EGT's jurisdictional services effective September 1, 1993. These arrangements have been amended from time to time thereafter. The Rate Schedule FT, NNTS and FSS Transportation Service Agreements ("TSA") currently on file and approved by the Commission have March 31, 2021 termination dates, but the parties began discussions to extend these services as part of a broader restructuring and renegotiation which culminated in the execution of a Precedent Agreement dated December 28, 2018 ("Precedent Agreement"). The Precedent Agreement set forth the terms and conditions for restructuring the existing contractual arrangements and extending the terms thereof, and included attached exhibits of *pro forma* versions of the contemplated amended TSAs to be executed upon satisfaction of specified regulatory filings and approvals. None of the provisions of the Precedent Agreement survive beyond its termination as of the April 1, 2021 effective date of the amended TSAs.

EGT and Louisiana Gas executed the amended TSAs following receipt of the required approvals from the Louisiana Public Service Commission. One of those agreements, Rate Schedule FT TSA No. 1001017, is a negotiated rate transaction with rates to be applicable through March 31, 2030, the extended primary term. Pursuant to Section 21.10, GT&C, of EGT's Tariff, as part of the renegotiation and extension, the parties agreed to convert the Rate Schedule NNTS and FSS TSAs from negotiated rate transactions to discounted rate transactions, and with respect to the FT and NNTS services, to disaggregate, reallocate and consolidate certain existing transport capacity (including MRO and MDO rights) among the amended and new TSAs. The expiring negotiated rate NNTS and FSS TSAs that are being replaced by discounted TSAs are being removed from the 2<sup>nd</sup> Revised NRNCA as part of this filing.

Other pertinent provisions of the FT TSA included as Appendix A hereto are summarized below:

- Sculpted Contract Demand (and other Contract Limitations) for the Winter, Shoulder and Summer Periods of 122,089 Dth/day, 73,253 Dth/day and 48,836 Dth/day, respectively;<sup>4</sup>
- Receipt Entitlements in the South and Line CP Pooling Areas with Delivery Points at Louisiana Gas' local distribution city gates; and
- For service to primary points: Reservation Charge the lower of \$8.1502, or the sculpted equivalent of any future maximum applicable Reservation Charge, per Dth per month, and maximum applicable Commodity Rate per Dth delivered.

<sup>&</sup>lt;sup>4</sup> The differing Contract Limitations levels are authorized by Section 2.4 of EGT's Rate Schedule FT.

Consistent with the policy announced in *Columbia Gulf Transmission Co.*,<sup>5</sup> EGT also has included for informational purposes at Appendix C-1 hereto, copies of the following:

- Rate Schedule FT TSA No. 1011426, a new maximum recourse rate transaction effective April 1, 2021 using capacity that was committed under Rate Schedule NNTS TSA No. 1007978 prior to the amendment submitted herein;
- Amended and Restated Rate Schedule FSS TSA No. 1100029, a discounted transaction effective April 1, 2021; and
- Amended and Restated Rate Schedule NNTS TSA No. 1007978, a discounted transaction effective April 1, 2021.

TSA Nos. 1011426, 1100029 and 1007978 were entered into as part of the restructuring and extension of the Louisiana Gas services. Additionally, EGT is including at Appendix C-2 attachments to TSA Nos. 1001017, 1011426 and 1007978 which provide further detail about the Delivery Points comprising the Administrative Delivery Areas. These attachments are also provided for informational purposes and are subject to substitution from time to time without execution by the parties.

In accordance with Section 12.3, GT&C, of the Tariff, EGT is submitting a copy of the executed revised TSA at Appendix A for inclusion as a tariff record. EGT hereby confirms that the negotiated rate agreement submitted herein does not deviate in any material aspect from the applicable Rate Schedule FT Form of Service Agreement in the Tariff. EGT requests that the Commission grant EGT any waivers of the Commission's regulations (including the 30-day notice period prescribed in 18 C.F.R. § 154.207) which are necessary to place the tariff records filed herewith into effect April 1, 2021. Additionally, EGT requests all such further relief and waivers as may be appropriate to permit the parties to implement the transaction as contemplated.

# III. Components of the Filing.

Pursuant to Order No. 714 <sup>7</sup> and in accordance with Section 154.7(a)(1) of the Commission's Regulations, EGT submits herewith an eTariff XML filing package containing this transmittal letter and all components of the filing, filed as a zip (compressed) file, as listed below:

Appendix A – Clean version of the tariff records referenced above;

Appendix B – Marked version of the tariff records referenced above; and

<sup>&</sup>lt;sup>5</sup> 85 FERC ¶61,373 (1998) at 62,424 ("...in any pipeline filing of a negotiated rate a greement, any other a greement, understanding or consideration linked to the agreement must be disclosed by the pipeline's filing.").

<sup>&</sup>lt;sup>6</sup> Pursuant to Section 154.201 (a) of the Commission's Regulations, EGT is attaching, as Appendix B, a marked version of the tendered tariff records showing changes from the currently effective tariff records.

<sup>&</sup>lt;sup>7</sup> Electronic Tariff Filings, FERC Stats & Regs ¶31,276 (2008).

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Appendices C-1 and C-2 – Other agreements and attachments linked to the transaction as described above.

# IV. Communications.

EGT requests that all correspondence and communications concerning this filing be sent to each of the following persons and that each be included on the Commission's official service list for this filing:

Lisa Yoho Senior Director, Regulatory & FERC Compliance Enable Gas Transmission, LLC 910 Louisiana St. Houston, TX 77002 (346) 701-2539 lisa.yoho@enablemidstream.com

Jonathan F. Christian
Associate General Counsel
Enable Gas Transmission, LLC
910 Louisiana St.
Houston, TX 77002
(346) 701-2146
jonathan.christian@enablemidstream.com

# V. Subscription, Posting and Certification of Service.

In accordance with Sections 385.2005 and 385.2011(c)(5) of the regulations, 8 the undersigned states that she has read this filing and knows its contents and to her best knowledge and belief, the statements and information contained in the tariff record attached hereto are true and the electronic media accompanying this filing contains the same information as that available for public inspection.

Pursuant to Sections 154.2(d), 154.7(b) and 154.208(b) of the Commission's regulations, a copy of this tariff filing is being sent by electronic mail to each of EGT's customers and interested State Commissions.

<sup>&</sup>lt;sup>8</sup> 18 C.F.R. §§ 385.2005, 385.2011(c) (5).

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This tariff filing is also available for public inspection during regular business hours in a convenient form and place at EGT's offices at 910 Louisiana Street, Houston, Texas 77002, and on its website at <a href="http://pipelines.enablemidstream.com">http://pipelines.enablemidstream.com</a>.

If there are any questions concerning this filing, please contact the undersigned at (346) 701-2539.

Respectfully submitted,

Enable Gas Transmission, LLC

/s/ Lisa Yoho
Lisa Yoho
Sr. Director, Regulatory & FERC Compliance

Enclosures



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# Enable Gas Transmission, LLC

## FERC NGA Gas Tariff

Second Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.22, Version 3.0.0

Effective April 1, 2021

CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Louisiana Gas 1001017 (RS FT)

Option Code "A

10/11/01/ 100101/

THIS TRANSPORTATION SERVICE AGREEMENT ("Agreement"), between Enable Gas Transmission, LLC, a Delaware limited liability company ("Transporter"), and Shipper (defined below), covering the transportation of natural gas by Transporter on behalf of Shipper as more particularly described herein, is entered into in accordance with the following terms and conditions:

#### 1) SHIPPER INFORMATION:

Shipper's Name: CenterPoint Energy Resources Corp.

d/b/a CenterPoint Energy Louisiana Gas

1111 Louisiana Street Houston, TX 77002

Attn: CERC Contract Administration

Email: CERCContracts@centerpointenergy.com

Type of Entity: Delaware corporation

Transporter's wire transfer information and addresses for notices and payments shall be located on Transporter's Internet Web Site.

2) **REGULATORY AUTHORITY:** Part 284: Subpart G

#### 3) TERM, CONTRACT DEMAND AND POINTS:

The term (including term extensions), Contract Demand, Receipt Entitlement(s), and Receipt and Delivery Points for this Agreement shall be shown below or on any designated Attachment, as applicable. Absent designation of MRO's for any specific physical Point of Receipt, Transporter shall have no obligation to permit Shipper to utilize any such Point of Receipt or to receive any specific quantities on Shipper's behalf at such point.

RATE: Unless provided otherwise in an Attachment to this Agreement in effect during the term of this Agreement, in a capacity release award, or below, Shipper shall pay, or cause to be paid, to Transporter each month for all services provided hereunder the maximum applicable rate, and any other charges, fees, direct bill amounts, taxes, assessments, or surcharges provided for in Transporter's Tariff, as on file and in effect from time to time, for each service rendered hereunder. If any applicable Attachment or this Agreement provides for a rate other than the maximum applicable rate, the following shall apply:

Shipper agrees to pay the rates specified below or on any designated Attachment for performance of certain gas transportation service under the Agreement. These rates are applicable only in accordance with the following:

- (a) <u>Term. Points and/or Rates</u>: The term of the rates, and the Receipt Point(s) and the Delivery Point(s) eligible for such rates, are specified below.
  - (i) Negotiated Rate.

## (ii) <u>Description of Points</u>:

The Receipt Point(s) eligible for the rates initially specified shall be those listed in Section 3 and/or Attachment A of the Agreement (as in effect on April 1, 2021) and/or all generally available points and Pools in the South Pooling Area. Additionally, the Receipt Points listed below, and such other Receipt Points in the Line CP Pooling Area as Transporter may designate from time to time, within applicable Receipt Entitlements, shall be eligible for the specified rates:

Receipt Points	<u>Meter No.</u>
Regency @ Logansport	822072
Stateline Gath/Momentum	822070
Magnolia Gas-Keatchie	822040
CHK/Lamid-Mansfield	822050
Clear Lake CP IC	822062
TGG @ Desoto	220090
Kinderhawk – Line CP IC	220325
Acadian Red River	808762

The specified rates shall continue to apply if Shipper, pursuant to Section 5.1(a)(i)(5) of the General Terms and Conditions of the Tariff and in accordance with the Tariff capacity allocation procedures and subject to the availability of capacity, requests and is granted a change in, or substitution of, Receipt Entitlements, Primary Receipt Points or a shift in quantities among such points within applicable Receipt Entitlements.

The Delivery Point(s) eligible for the rates initially specified shall be those listed in Section 3 and/or Attachment A of the Agreement (as in effect on the April 1, 2021); the specified rates shall continue to apply if Shipper, pursuant to Section 5.4(a)(iv) of the General Terms and Conditions of the Tariff and in accordance with the Tariff capacity allocation procedures and subject to the availability of capacity, requests and is granted a change in, or substitution of, Primary Delivery Points or a shift in quantities among such points so long as any such Primary Delivery Points, as aggregated, are located at Shipper's town border stations serving its Louisiana local distribution facilities.

If scheduled maintenance or other operational circumstances adversely affect the availability of primary firm capacity under the Agreement and Transporter notifies Shipper of the availability of non-primary capacity to receive and/or deliver other than at the points specified above, then such optional non-primary points as designated by Transporter shall be deemed eligible for the rates, quantities and the period specified in the notice. Transporter may make such notification via e-mail, in writing or via Internet Web Site posting and the document in which such notice appears shall be deemed to amend this Agreement for the purposes hereof.

#### (iii) <u>Description of Rate(s):</u>

The rate which Transporter shall bill and Shipper shall pay under the Agreement for transport services between the Receipt and Delivery Points specified in (ii) above up to applicable Contract Limitations (as in effect on April 1, 2021, or as increased as provided for below) shall be a monthly Reservation Charge of the lower of: (1) \$8.1502 per Dth of Contract Demand, or (2) the sculpted equivalent of 100% of any future maximum applicable Reservation Charge(s) per Dth of Contract Demand, plus the maximum applicable Commodity Rate, for each Dth delivered. Shipper shall not be charged or required to pay GRI (only to the extent the charge is voluntary and discountable prior to any other component of the rate), ACA, GT&C Section 13.4, Order No. 528 and Order No. 636 transition cost surcharges; provided, however, if during the term of this Agreement, Transporter files for a surcharge mechanism as contemplated by FERC's Policy Statement in Docket No. PL15-1, or any subsequent issuance, and Transporter proposes to include language limiting Shipper's obligation to its proportionate share of recoverable costs based on Shipper's proportion of total billing determinants on Transporter's system, then, in addition to the rates specified hereinabove, Shipper also shall pay any surcharge or add-on amount which FERC permits Transporter to collect from shippers to recover such costs.

Notwithstanding the provisions of subsection (d)(ii) below, if Shipper uses any points other than those described in (ii) above, then the Reservation Charge applicable for the entire Contract Demand for the remainder of the Service Month shall be increased to an amount equivalent to 110% of the then-current Reservation Charge being charged to Shipper per Dth of Contract Demand if applied for an entire month. Shipper shall pay a Reservation Charge each Month, based on the Dth of Contract Demand specified in the Agreement, regardless of the quantity of gas transported during the Service Month. The specified applicable Reservation Charges and Commodity Rate shall not be subject to refund or reduction if in excess of the maximum, or increased if less than the minimum, otherwise allowed.

(iv) Term of Rate:

Begin Date(s): April 1, 2021

End Date(s): The end of the Day on March 31, 2030

(b) <u>Authorized Overrun:</u> Unless Transporter agrees otherwise, the rate for any authorized Overrun quantities shall be the greater of the maximum Tariff Overrun rate or the 100% load factor equivalent of the Reservation Charge described in (a) (iii) above plus the maximum applicable Commodity Rate.

(c) <u>General</u>: In consideration for Shipper's continuing compliance with the provisions of the Agreement, the transportation rates and charges as defined above or on any applicable Attachment for the specified services provided under the Agreement only apply to receipts from, and subsequent deliveries to, the Points of Receipt and Delivery, quantities and/or time periods described above or on any applicable Attachment and to reserved capacity necessary to effect such service. In addition to any rate or amount referred to herein (including discounted rates, Negotiated Rates, overrun rates and maximum Tariff rates), except as specifically provided otherwise herein or on any applicable Attachment, Shipper shall provide or pay and Transporter shall retain or charge Fuel Use and LUFG allowances or charges (including the EPC surcharge) in such quantities or amounts as authorized from time to time by the Tariff and shall pay any applicable charges, penalties, surcharges, fees, taxes, assessments and/or direct billed amounts provided for in the Tariff. The rate in any month shall never be below Transporter's applicable minimum Tariff rate, unless Transporter otherwise agrees. Transporter shall not be responsible for the payment and satisfaction of any taxes assessed or levied on the receipt, transmission (and any activities in connection therewith), delivery, use and/or consumption with respect to Gas delivered or received by Shipper, unless Transporter agrees otherwise.

#### (d) Rate-Related Provisions:

- (i) Consideration for Rate Granted: Transporter agrees to the rates specified herein or on any applicable Attachment in exchange for Shipper's agreement to forego credits or other benefits to which Shipper would otherwise be entitled, but only to the extent such credits or benefits would result in a greater economic benefit over the applicable term than that represented by the agreed-upon rate. Accordingly, unless Transporter otherwise agrees, Shipper will not receive credits (with the exception of (1) penalty revenue credits provided pursuant to Section 31 of the General Terms and Conditions of Transporter's Tariff, and (2) capacity release credits) from rates, refunds or other revenues collected by Transporter or Shipper if to do so would effectively result in a lower rate or greater economic benefit to Shipper; provided, however, that Transporter and Shipper can agree pursuant to Section 19.8 of the General Terms and Conditions of Transporter's Tariff that Transporter will retain some or all of the capacity release credits to the extent those credits exceed the amount of the Shipper's invoiced demand component. If the parties' agreement to the foregoing is determined invalid or if Shipper seeks to obtain credits or benefits inconsistent therewith, unless Transporter otherwise agrees, it will have the right to immediately terminate or modify any provisions herein or on any applicable Attachment that would allow Shipper to pay amounts less than the maximum applicable Tariff rate.
- (ii) <u>Limitation on Agreed Upon Rate</u>: Unless Transporter agrees otherwise, if at any time receipts and/or deliveries are initially sourced into the system, nominated, scheduled and/or made, by any means, including by temporary Replacement Shipper, or by operation of any Tariff mechanisms, with respect to the capacity obtained by, through or under the Agreement at points, or under conditions, other than those specified herein or on any applicable Attachment, then as of such date, and for the remainder of the Service Month in which such non-compliance occurred, or the remainder of the term of the Agreement, whichever is shorter, Shipper shall be obligated to pay no less than the maximum applicable Tariff rates for service under the Agreement.
- (iii) Regulatory Authority: This Agreement (including any applicable Attachment) is subject to Section 16 of the GT&C of Transporter's Tariff. Transporter and Shipper hereby acknowledge that this Agreement is subject to all valid and applicable federal and local laws and to the orders, rules and regulations of any duly constituted federal or local regulatory body or governmental authority having jurisdiction. Any provision of this Agreement which is determined by any court or regulatory body having jurisdiction to be invalid or unenforceable will be ineffective to the extent of such determination only, without invalidating, or otherwise affecting the validity of, the remaining provisions. Unless the parties agree otherwise, if Transporter has made a good faith determination that a federal or local law, or order, rule or regulation of any governmental authority having or asserting jurisdiction (1) requires performance by Transporter that is inconsistent with the terms specified herein or on any applicable Attachment or (2) conditions or prohibits the granting of selective discounts or other rates specified herein or on any applicable Attachment, then Transporter may provide notice that it intends to renegotiate the rates under the Agreement. If the parties fail to reach agreement within forty-five (45) days of any renegotiation notice

given pursuant to the terms of this paragraph, then: (1) the rate provisions herein or on any applicable Attachment shall be terminated, and the rate for service herein or under any applicable Attachment shall be Transporter's applicable maximum Tariff rate, or (2) if Transporter's applicable maximum Tariff rate is greater than the rate for service herein or on any applicable Attachment at the Shipper's option, the Agreement and any applicable Attachment shall terminate. The effective date of this renegotiation or termination shall be the first day of the month following the end of the 45-day renegotiation period; provided, however, that the effective date will comply with the requirements of the applicable federal or local law, or order, rule or regulation of any governmental authority having or asserting jurisdiction.

- (iv) Entire Agreement: Any applicable Attachment shall supplement the Agreement with respect to the matters agreed to, and together shall constitute the entire understanding of the parties relating to said matters as of the effective date stated therein. Unless otherwise specified, all prior agreements, correspondence, understandings and representations are hereby superseded and replaced by any applicable Attachment and the Agreement. Except as otherwise provided herein, all terms used herein with initial capital letters are so used with the respective meanings ascribed to them in Transporter's Tariff.
- (v) <u>Failure to Exercise Rights</u>: Failure to exercise any right under any Attachment, if applicable, or the Agreement shall not be considered a waiver of such right in the future. No waiver of any default in the performance of any applicable Attachment or the Agreement shall be construed as a waiver of any other existing or future default, whether of a like or different character.
- (e) <u>Inability to Collect Negotiated Rates</u>: If Transporter is unable to collect Negotiated Rates due to a change in Commission policy or rejection of the transaction by the Commission prior to or during the term of such transaction, then, unless the parties agree otherwise, Shipper shall pay the maximum Tariff rate for the services. In such event, Transporter shall notify Shipper in writing of the requirement to pay maximum Tariff rates and, if the maximum Tariff rates are greater than the Negotiated Rates under such transaction, Shipper shall have no more than thirty (30) days from the date of such notification to give notice in writing of termination of the applicable Agreement, with such termination to be effective no earlier than the end of the Month following the Month in which such termination notice is received.

#### 5) OTHER PROVISIONS:

- Payments shall be received by Transporter within the time prescribed by Section 14 of the GT&C of Transporter's Tariff. Amounts past due hereunder shall bear interest as provided in Section 14 of the GT&C of the Tariff. Shipper shall pay all costs associated with the collection of such past due amounts including, but not limited to, attorneys' fees and court costs. Shipper hereby represents and warrants that the party executing this Agreement on its behalf is duly authorized and possesses all necessary corporate or other authority required to legally bind Shipper.
- 5.2) Do the parties agree that the provisions of Section 13.4 of the GT&C of Transporter's Tariff shall apply with respect to third-party transportation? No
- 5.3) Does this Agreement supersede, cancel, amend, restate, substitute or correct pre-existing Transportation Service Agreement(s) between the parties? Yes Effective April 1, 2021, this Agreement amends and restates Transportation Service Agreement No. 1001017, originally effective September 1, 1993, as subsequently amended, restated and/or superseded prior to or as of the effective date hereof.
- 5.4) Is this Agreement entered into pursuant to and subject to CAPACITY RELEASE, Section 19 of the GT&C of Transporter's Tariff? No

- 5.5) Does this Agreement include any other terms/provisions permitted by the Tariff? Yes
  - a) In accordance with the provisions of Section 2.4 of Rate Schedule FT, the parties have agreed to vary the recurring Contract Demand and applicable Contract Limitations quantities over the Contract Year as set forth on Attachment A.
  - b) See language denoted by double asterisks on Attachment A (p. 9 of 10), authorized by Section 1.1, GT&C, of Transporter's Tariff.
  - c) In accordance with Section 19.8 of the GT&C of the Tariff, the parties hereby agree that Transporter shall retain, and not credit back to Shipper, credits for capacity releases to the extent amounts paid by or invoiced to Replacement Shipper(s) as, or attributable to, demand or reservation type charges exceed the amount of Shipper's invoiced demand component.
  - d) In accordance with Section 21.1 of the GT&C of the Tariff, the parties hereby agree that Shipper shall have a contractual "right of first refusal" (ROFR) which will provide to it the same rights and obligations regarding extending service under the Agreement as to reserved capacity on Transporter's system beyond the termination or expiration date as would be available to Shippers eligible to invoke the provisions of Section 21 of the GT&C of the Tariff, as on file and in effect from time to time.
  - e) Pursuant to Section 21.10, GT&C, of the Tariff, the parties have agreed to an extension of the term with respect to part of the capacity committed under the Service Agreement being extended and amended and also to disaggregate, reallocate, partition and/or consolidate certain capacity (including MRO and/or MDO rights) among Shipper's Service Agreements being renegotiated and/or confected contemporaneously herewith.
- All modifications, amendments or supplements to the terms and provisions hereof shall be effected only by supplementary written (or electronic, to the extent Transporter permits or requires) consent of the parties.
- 7) **SIGNATURE:** This Agreement constitutes a contract with Transporter for the transportation of natural gas, subject to the terms and conditions hereof, the General Terms and Conditions attached hereto, and any applicable attachment(s), all of which are incorporated herein by reference and made part of this Agreement.

#### **ENABLE GAS TRANSMISSION, LLC**

CENTERPOINT ENERGY RESOURCES CORP.,
D/B/A CENTERPOINT ENERGY LOUISIANA GAS
DocuSigned by:

Name: 64C8BC6280441 Scott Doyle

Title: Executive VF Date:

□DS WMK

CA

#### **GENERAL TERMS AND CONDITIONS**

- 1. This Agreement shall be subject to the provisions of Rate Schedule FT as well as the General Terms and Conditions ("GT&C") set forth in Transporter's Tariff, as on file and in effect from time to time, all of which by this reference are made a part hereof.
- 2. In accordance with Section 12.2 of the GT&C of Transporter's Tariff, Transporter 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, and as set forth in said Rate Schedule and in said GT&C of Transporter's Tariff, in accordance with the Natural Gas Act or other applicable law. Nothing contained in the foregoing provision shall preclude or prevent Shipper from protesting any such changes or modifications; however, Shipper agrees to pay all rates and charges, and to comply with all terms and conditions, in effect under the Tariff.
- 3. Upon Shipper's failure to pay when due all or any part of amounts billed in connection with services rendered or to comply with the terms of this Agreement, Transporter may terminate this Agreement and/or suspend service, as appropriate, in accordance with the provisions of Section 14 of the GT&C of Transporter's Tariff.
- 4. In accordance with Section 21.1 of the GT&C of Transporter's Tariff, upon termination hereof for whatever reason, Shipper agrees to stop delivering gas to Transporter for service and, unless otherwise agreed by Transporter, to seek no further service from Transporter hereunder. Shipper agrees to cooperate with and assist Transporter in obtaining such regulatory approvals and authorizations, if any, as are necessary or appropriate in view of such termination and abandonment of service hereunder.
- 5. In accordance with Section 5.7(e) of the GT&C of Transporter's Tariff, termination of this Agreement shall not relieve either party of any obligation that might otherwise exist to cash-out or correct any Imbalance hereunder nor relieve Shipper of its obligation to pay any monies due hereunder to Transporter and any portions of this Agreement necessary to accomplish such purposes shall be deemed to survive for the time and to the extent required.
- 6. In accordance with Sections 2.1 and 2.2 of Rate Schedule FT of Transporter's Tariff, subject to the provisions of the Tariff and this Agreement, Transporter shall receive, transport, and deliver, for the account of Shipper for the purposes contemplated herein, on a firm basis a quantity of Gas up to the quantity or quantities specified in the Agreement.
- 7. In accordance with Sections 2.1 and 3.3 of Rate Schedule FT of Transporter's Tariff, Gas shall be (i) tendered to Transporter for transportation hereunder at the Point(s) of Receipt and (ii) delivered by Transporter after transportation to Shipper, or for Shipper's account, at the Point(s) of Delivery on the terms and at the points shown in this Agreement. Subject to the provisions of the Tariff, Transporter shall tender for delivery quantities of Gas thermally-equivalent to those delivered by Shipper, less, as applicable, Fuel Use and LUFG, or Alternate Fuel Retentions, retained.
- 8. Except as otherwise permitted in the Tariff, and in accordance with Section 19 of the GT&C of Transporter's Tariff, this Agreement shall not be assigned by Shipper in whole or in part, nor shall Shipper agree to provide services to others by use of any capacity contracted for under the Agreement, without Transporter's prior written consent. In addition to all other rights and remedies, Transporter may terminate the Agreement immediately if it is assigned by Shipper or if Shipper subcontracts the capacity to others contrary to the provisions hereof, 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. Shipper may request that Transporter consent to Shipper's assignment of this Agreement to an entity with which Shipper is affiliated subject to the assignee's satisfaction of the criteria in Section 14 of the GT&C of Transporter's Tariff, in the situation in which, after Shipper obtains the Agreement, a corporate reorganization results in a transfer to an affiliate of the function for which the capacity was obtained. Any person which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of either party hereto, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement; and either party may assign or pledge this Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment or similar instrument which it has executed or may execute hereafter.
- 9. Any notice, statement, or bill provided for in this Agreement shall be in writing (or provided electronically via the Internet to the extent Transporter permits or requires) and shall be considered as having been given if hand delivered, or, if received, when mailed by United States mail, postage prepaid, to the addresses specified herein, or such other addresses as either party shall designate by written notice to the other. Additionally, notices shall be considered as having been given, if received, when sent via facsimile or through electronic data interchange.

ATTACHMENT A

**TSA No.:** 1001017

Shipper:

Effective Date of Agreement: Originally September 1, 1993, as amended effective April 1, 2021, subject to FERC

approval.

**Primary Term End Date of Agreement:** The end of the Day on March 31, 2030.

**Evergreen:** Yes After Primary Term End Date, Agreement continues year to year unless and until terminated by written

notice given by either party to the other party at least one hundred and eighty (180) days prior to the

end of the primary term or any extended term thereafter.

CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Louisiana Gas

#### **Contract Demand:**

Winter*	Shoulder*	Summer*	
122,089 Dth/D	73,253 Dth/D	48,836 Dth/D	

<sup>\*</sup> For purposes hereof, and notwithstanding the Tariff definitions, Winter period consists of Months November through March of Contract Year; Summer period consists of Months May through September of Contract Year; Shoulder period consists of Months April and October of Contract Year.

## Receipt Entitlement(s) ("RE"):

Shipper and Transporter may mutually agree to modify the Receipt Entitlement(s) and/or associated quantities subject to capacity availability, and any required capacity postings or other terms as required by Transporter's Tariff.

	Winter	Shoulder	Summer
South Pooling Area	102,089 Dth/D	61,253 Dth/D	40,836 Dth/D
Line CP Pooling Area	20,000 Dth/D	12,000 Dth/D	8,000 Dth/D

## Receipt Point(s):

Shipper and Transporter may mutually agree to modify the Receipt Point(s) and/or associated Maximum Receipt Obligation(s) subject to capacity availability, and any required capacity postings or other terms as required by Transporter's Tariff.

South Pooling Area

Winter RE	Shoulder RE	Summer RE	
102,089 Dth/D	61,253 Dth/D	40,836 Dth/D	

Primary Receipt Point(s):	Maximum Receipt Obligation (Dth/D)		
	Winter	Shoulder	Summer
TGT PV Core Rec (Meter No. 12143)	15,000	9,000	6,000
XTO Line F (Meter No. 805467)	17,800	10,680	7,120
Waskom Plant Tailgate (Meter No. 805228)	14,189	8,513	5,676
Elm Grove Summary (Meter No. 805626)	3,100	1,860	1,240
Sligo to ST-10 (Meter No. 14981)	1,500	900	600

ATTACHMENT A (continued)

Primary Receipt Point(s) continued:	Maximum Receipt Obligation (Dth/D)			
	Winter	Shoulder	Summer	
Arcadia Gas Rec 12 In (Meter No. 44030)	10,500	6,300	4,200	
CGT PV Core Rec (Meter No. 12057)	25,000	15,000	10,000	

Receipt Point(s):	Receipt Quantity (Dth/D)		1
	Winter	Shoulder	Summer
All generally available points and Pools located in the South Pooling Area	15,000	9,000	6,000

Line CP Pooling Area

Winter RE		Shoulder RE	Summer RE
	20,000 Dth/D	12,000 Dth/D	8,000 Dth/D

Primary Receipt Point(s):	Maximum Receipt Obligation (Dth/D)			
	Winter	Shoulder	Summer	
Magnolia Gas-Keatchie (Meter No. 822040)	10,000	6,000	4,000	
CHK/Lamid-Mansfield (Meter No. 822050)	10,000	6,000	4,000	

Storage Points of Withdrawal

Maximum Daily Withdrawal Quantity as provided in Section 6.2(c) of Rate Schedule FSS

# **Delivery Points:**

Shipper and Transporter may mutually agree to modify the Primary Delivery Point(s) and/or associated Maximum Delivery Obligation(s) subject to capacity availability, and any required capacity postings or other terms as required by Transporter's Tariff.

Primary Delivery Points	Maximum Delivery Obligation (Dth/D)			
	Winter	Shoulder	Summer	
Administrative Delivery Area 2**	122,089 Dth/D	73,253 Dth/D	48,836 Dth/D	

Storage Points of Injection \*\*\*

Maximum Daily Injection Quantity as provided in Section 6.1 (c) of Rate Schedule FSS

The Maximum Delivery Obligation for each Administrative Delivery Area will be the sum of Meter Quantities listed and associated with the applicable Administrative Delivery Area.

ATTACHMENT A (continued)

\*\* Pursuant to Section 1.1, GT&C, of Transporter's Tariff, MDO's have been assigned to groups of Delivery Points referred to as Administrative Delivery Areas ("ADA"). Subject to any operational, physical or contractual limitations which may affect specific Delivery Points or facilities located within an ADA, Shipper will submit nominations to Transporter for an ADA and may vary deliveries among the Delivery Points within an ADA, provided that the total nominations or deliveries do not exceed in aggregate the Maximum Delivery Obligation for an ADA. In no event shall Transporter be obligated to deliver on any Day a quantity at any of the specified meters for each specific Delivery Point as detailed on Attachment A-1 that exceeds the respective quantities shown for such meter; provided, however, that Transporter may, at any time, and from time to time, provide Shipper with a substitute Attachment A-1 reflecting updated information regarding Meter Numbers and Meter Quantities comprising one or more ADAs, which shall be incorporated into the Agreement, superseding and canceling the prior Attachment A-1.

\*\*\*The Maximum Daily Injection Quantity shall not exceed the Contract Demand in effect during the Injection Period.

Executed by a duly authorized representative of each party hereto, in the space provided below:

ENABLE GAS TRANSMISSION, LLC  By:	CENTERPOINT ENERGY RESOURCES CORP., D/B/A CENTERPOINT ENERGY LOUISIANA GAS Dogusigned by: Byz Cott Doule
Name: Rodney J. Sailor	Name: Scott Doyle
Title: President & CEO	Title: Executive VI
Date: May 5, 2020	Date: 5/4/2020   9:21 PM CDT
JFC JFC	wmk .

## ATTACHMENT A-1 EFFECTIVE AS OF APRIL 1, 2021

The Delivery Points aggregated into each Administrative Delivery Area and the associated Meter Quantities for each are specified below:

<u>Delivery Point(s)</u> <u>Meter No.</u> <u>Meter Quantity (Dth/D)</u>

Administrative Delivery Area 2

The Delivery Points, Meter Numbers and Meter Quantities listing will be completed prior to April 1, 2021 and will be updated as needed on a prospective basis.







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Second Revised Volume Negotiated Rates & Non-Conforming Agreements

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# Enable Gas Transmission, LLC

## FERC NGA Gas Tariff

Second Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.22, Version 32.0.0

Effective July 1, 2020 April 1, 2021

CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Louisiana Gas 1001017 (RS FT)

Option Code "A

TSA No.: 1001017

THIS TRANSPORTATION SERVICE AGREEMENT ("Agreement"), between Enable Gas Transmission, LLC, a Delaware limited liability company ("Transporter"), and Shipper (defined below), covering the transportation of natural gas by Transporter on behalf of Shipper as more particularly described herein, is entered into in accordance with the following terms and conditions:

## 1) SHIPPER INFORMATION:

Shipper's Name: CenterPoint Energy Resources Corp.

d/b/a CenterPoint Energy Louisiana Gas

1111 Louisiana Street Houston, TX 77002

Attn: CERC Contract Administration

Email: CERCContracts@centerpointenergy.com

Type of Entity: Delaware corporation

Transporter's wire transfer information and addresses for notices and payments shall be located on Transporter's Internet Web Site.

2) REGULATORY AUTHORITY: Part 284: Subpart G

## 3) TERM, CONTRACT DEMAND AND POINTS:

The term (including term extensions), Contract Demand, Receipt Entitlement(s), and Receipt and Delivery Points for this Agreement shall be shown below or on any designated Attachment, as applicable. Absent designation of MRO's for any specific physical Point of Receipt, Transporter shall have no obligation to permit Shipper to utilize any such Point of Receipt or to receive any specific quantities on Shipper's behalf at such point.

RATE: Unless provided otherwise in an Attachment to this Agreement in effect during the term of this Agreement, in a capacity release award, or below, Shipper shall pay, or cause to be paid, to Transporter each month for all services provided hereunder the maximum applicable rate, and any other charges, fees, direct bill amounts, taxes, assessments, or surcharges provided for in Transporter's Tariff, as on file and in effect from time to time, for each service rendered hereunder. If any applicable Attachment or this Agreement provides for a rate other than the maximum applicable rate, the following shall apply:

Shipper agrees to pay the rates specified below or on any designated Attachment for performance of certain gas transportation service under the Agreement. These rates are applicable only in accordance with the following:

- (a) <u>Term, Points and/or Rates</u>: The term of the rates, and the Receipt Point(s) and the Delivery Point(s) eligible for such rates, are specified below.
  - (i) Negotiated Rate.
  - (ii) <u>Description of Rate(s)/Points</u>:

The rate which Transporter shall bill and Shipper shall pay under the Agreement for transport services between the Receipt and Delivery Points specified below up to Contract Demand (as in effect on July 1, 2020, or as increased as provided for below) shall be a monthly Reservation Charge of \$7.2819 per Dth of Contract Demand plus a Commodity Rate of \$0.0094, inclusive of applicable EPC surcharges, for each Dth delivered. However, Shipper shall not be charged or required to pay GRI, ACA, GT&C Section 13.4, Order No. 636 transition cost surcharges, and any similar surcharges or rate assessments which are discountable and imposed in the future with respect to services to the eligible points; provided, however, if during the term of this Agreement, as a result of legislation or regulation, Transporter is required to pay or incur any tax, fee, cost, assessment, penalty or similar charge based on or related to emissions of carbon dioxide and/or other greenhouse gases (including, but not limited to nitrous oxide, hydro-fluorocarbons, sulfur hexafluoride, etc.) and/or is required to incur capital and/or operating

(continued)

costs to comply with any statutory or regulatory requirements to limit or reduce emissions of greenhouse gases (all of such costs referred to herein as "GHG Costs"), and if pursuant to legislation or regulation of general applicability interstate pipelines are authorized to seek approval for a surcharge to recover such costs, pursuant to and including, but not limited to, a proceeding under Section 4 of the Natural Gas Act which may be limited to the issue of recovery of such costs, then, in addition to the rates specified hereinabove, Shipper also shall pay any surcharge or add on amount which FERC permits Transporter to collect from shippers to recover GHG Costs incurred. The specified rates also shall apply to the increased firm capacity if Shipper, in accordance with the Tariff capacity allocation procedures and subject to the availability of capacity, requests and is granted an increase in the Contract Demand.

If Shipper uses any points other than those set forth below, then the Reservation Charge applicable for the entire Contract Demand for the remainder of the Service Month shall be increased to an amount equivalent to \$8.0101 per Dth of Contract Demand if applied for an entire month. The Receipt Point(s) eligible for the rates initially specified shall be those listed in Section 3 and/or Attachment A of the Agreement (as in effect on JulyApril 1, 20202021) and/or all generally available points and Pools in the South Pooling Area. Additionally, the Receipt Points listed below, and such other Receipt Points in the Line CP points and Pools (except for points located on Transporter's Line CP 3 and Pools containing gas therefrom)Pooling Area as Transporter may designate from time to time, within receipt entitlementsapplicable Receipt Entitlements, shall be eligible for the specified rates.—:

Receipt Points	Meter No.
Regency @ Logansport	822072
Stateline Gath/Momentum	822070
Magnolia Gas-Keatchie	822040
CHK/Lamid-Mansfield	822050
Clear Lake CP IC	822062
TGG @ Desoto	220090
Kinderhawk - Line CP IC	220325
Acadian Red River	808762

The specified rates shall continue to apply if Shipper, pursuant to Section 5.1(a)(i)(5) of the General Terms and Conditions of the Tariff and in accordance with the Tariff capacity allocation procedures and subject to the availability of capacity, requests and is granted a change in, or substitution of, <u>Receipt Entitlements</u>. Primary Receipt Points or a shift in quantities among such points within applicable Receipt Entitlements.

The Delivery Point(s) eligible for the rates initially specified shall be those listed in Section 3 and/or Attachment A of the Agreement (as in effect on Julythe April 1, 20202021); the specified rates shall continue to apply if Shipper, pursuant to Section 5.4(a)(iv) of the General Terms and Conditions of the Tariff and in accordance with the Tariff capacity allocation procedures and subject to the availability of capacity, requests and is granted a change in, or substitution of, Primary Delivery Points or a shift in quantities among such points so long as any such Primary Delivery Points, as aggregated, are located at Shipper's town border stations serving its Louisiana local distribution facilities.

If scheduled maintenance or other operational circumstances adversely affect the availability of primary firm capacity under the Agreement and Transporter notifies Shipper of the availability of non-primary capacity to receive and/or deliver other than at the points specified above, then such optional non-primary points as designated by Transporter shall be deemed eligible for the rates, quantities, and the period specified in the notice. Transporter may make such notification via e-mail, in writing or via Internet Web Site posting and the document in which such notice appears shall be deemed to amend this Agreement for the purposes hereof.

#### (iii) Description of Rate(s):

The rate which Transporter shall bill and Shipper shall pay under the Agreement for transport services between the Receipt and Delivery Points specified in (ii) above up to applicable Contract Limitations (as in

(continued)

effect on April 1, 2021, or as increased as provided for below) shall be a monthly Reservation Charge of the lower of: (1) \$8.1502 per Dth of Contract Demand, or (2) the sculpted equivalent of 100% of any future maximum applicable Reservation Charge(s) per Dth of Contract Demand, plus the maximum applicable Commodity Rate, for each Dth delivered. Shipper shall not be charged or required to pay GRI (only to the extent the charge is voluntary and discountable prior to any other component of the rate). ACA, GT&C Section 13.4, Order No. 528 and Order No. 636 transition cost surcharges; provided, however, if during the term of this Agreement, Transporter files for a surcharge mechanism as contemplated by FERC's Policy Statement in Docket No. PL15-1, or any subsequent issuance, and Transporter proposes to include language limiting Shipper's obligation to its proportionate share of recoverable costs based on Shipper's proportion of total billing determinants on Transporter's system, then, in addition to the rates specified hereinabove, Shipper also shall pay any surcharge or add-on amount which FERC permits Transporter to collect from shippers to recover such costs.

Notwithstanding the provisions of subsection (d)(ii) below, if Shipper uses any points other than those described in (ii) above, then the Reservation Charge applicable for the entire Contract Demand for the remainder of the Service Month shall be increased to an amount equivalent to 110% of the then-current Reservation Charge being charged to Shipper per Dth of Contract Demand if applied for an entire month. Shipper shall pay a Reservation Charge each Month, based on the Dth of Contract Demand specified in the Agreement, regardless of the quantity of gas transported during the Service Month. The specified applicable Reservation Charges and Commodity Rate shall not be subject to refund or reduction if in excess of the maximum, or increased if less than the minimum, otherwise allowed.

(iii)(iv) Term of Rate:

Begin Date(s): JulyApril 1, 20202021

End Date(s): The end of the Day on March 31, 20212030

- (b) <u>Authorized Overrun:</u> Unless Transporter agrees otherwise, the rate for any <u>overrunauthorized Overrun</u> quantities shall be \$0.2488 per Dth (inclusive of EPC surcharges): the greater of the maximum Tariff Overrun rate or the 100% load factor equivalent of the Reservation Charge described in (a) (iii) above plus the maximum applicable Commodity Rate.
- (c) (e) General: In consideration for Shipper's continuing compliance with the provisions of the Agreement, the transportation rates and charges as defined above or on any applicable Attachment for the specified services provided under the Agreement only apply to receipts from, and subsequent deliveries to, the Points of Receipt and Delivery, quantities and/or time periods described above or on any applicable Attachment and to reserved capacity necessary to effect such service. In addition to any rate or amount referred to herein (including discounted rates, Negotiated Rates, overrun rates and maximum Tariff rates), except as specifically provided otherwise herein or on any applicable Attachment, Shipper shall provide or pay and Transporter shall retain or charge Fuel Use and LUFG allowances or charges (including the EPC surcharge) in such quantities or amounts as authorized from time to time by the Tariff and shall pay any applicable charges, penalties, surcharges, fees, taxes, assessments and/or direct billed amounts provided for in the Tariff. The rate in any month shall never be below Transporter's applicable minimum Tariff rate, unless Transporter otherwise agrees. Transporter shall not be responsible for the payment and satisfaction of any taxes assessed or levied on the receipt, transmission (and any activities in connection therewith), delivery, use and/or consumption with respect to Gas delivered or received by Shipper, unless Transporter agrees otherwise.

#### (d) Rate-Related Provisions:

(i) <u>Consideration for Rate Granted</u>: Transporter agrees to the rates specified herein or on any applicable Attachment in exchange for Shipper's agreement to forego credits or other benefits to which Shipper would otherwise be entitled, but only to the extent such credits or benefits would result in a greater economic benefit over the applicable term than that represented by the agreed-upon rate. Accordingly, unless Transporter otherwise agrees, Shipper will not receive credits (with the exception of (1) penalty revenue credits provided pursuant to Section 31 of the General Terms and Conditions of Transporter's Tariff, and (2) capacity release credits) from rates, refunds or other revenues collected by Transporter or

(continued)

Shipper if to do so would effectively result in a lower rate or greater economic benefit to Shipper; provided, however, that Transporter and Shipper can agree pursuant to Section 19.8 of the General Terms and Conditions of Transporter's Tariff that Transporter will retain some or all of the capacity release credits to the extent those credits exceed the amount of the Shipper's invoiced demand component. If the parties' agreement to the foregoing is determined invalid or if Shipper seeks to obtain credits or benefits inconsistent therewith, unless Transporter otherwise agrees, it will have the right to immediately terminate or modify any provisions herein or on any applicable Attachment that would allow Shipper to pay amounts less than the maximum applicable Tariff rate.

- (ii) <u>Limitation on Agreed Upon Rate</u>: Unless Transporter agrees otherwise, if at any time receipts and/or deliveries are initially sourced into the system, nominated, scheduled and/or made, by any means, including by temporary Replacement Shipper, or by operation of any Tariff mechanisms, with respect to the capacity obtained by, through or under the Agreement at points, or under conditions, other than those specified herein or on any applicable Attachment, then as of such date, and for the remainder of the Service Month in which such non-compliance occurred, or the remainder of the term of the Agreement, whichever is shorter, Shipper shall be obligated to pay no less than the maximum applicable Tariff rates for service under the Agreement.
- Regulatory Authority: This Agreement (including any applicable Attachment) is subject to Section 16 of the GT&C of Transporter's Tariff. Transporter and Shipper hereby acknowledge that this Agreement is subject to all valid and applicable federal and local laws and to the orders, rules and regulations of any duly constituted federal or local regulatory body or governmental authority having jurisdiction. Any provision of this Agreement which is determined by any court or regulatory body having jurisdiction to be invalid or unenforceable will be ineffective to the extent of such determination only, without invalidating, or otherwise affecting the validity of, the remaining provisions. Unless the parties agree otherwise, if Transporter has made a good faith determination that a federal or local law, or order. rule or regulation of any governmental authority having or asserting jurisdiction (1) requires performance by Transporter that is inconsistent with the terms specified herein or on any applicable Attachment or (2) conditions or prohibits the granting of selective discounts or other rates specified herein or on any applicable Attachment, then Transporter may provide notice that it intends to renegotiate the rates under the Agreement. If the parties fail to reach agreement within forty-five (45) days of any renegotiation notice given pursuant to the terms of this paragraph, then: (1) the rate provisions herein or on any applicable Attachment shall be terminated, and the rate for service herein or under any applicable Attachment shall be Transporter's applicable maximum Tariff rate, or (2) if Transporter's applicable maximum Tariff rate is greater than the rate for service herein or on any applicable Attachment at the Shipper's option, the Agreement and any applicable Attachment shall terminate. The effective date of this renegotiation or termination shall be the first day of the month following the end of the 45-day renegotiation period; provided, however, that the effective date will comply with the requirements of the applicable federal or local law, or order, rule or regulation of any governmental authority having or asserting jurisdiction.
- (iv) Entire Agreement: Any applicable Attachment shall supplement the Agreement with respect to the matters agreed to, and together shall constitute the entire understanding of the parties relating to said matters as of the effective date stated therein. Unless otherwise specified, all prior agreements, correspondence, understandings and representations are hereby superseded and replaced by any applicable Attachment and the Agreement. Except as otherwise provided herein, all terms used herein with initial capital letters are so used with the respective meanings ascribed to them in Transporter's Tariff.
- (v) <u>Failure to Exercise Rights</u>: Failure to exercise any right under any <u>applicable</u> Attachment, if applicable, or the Agreement shall not be considered a waiver of such right in the future. No waiver of any default in the performance of any applicable Attachment or the Agreement shall be construed as a waiver of any other existing or future default, whether of a like or different character.

# TSA No.: 1001017 (continued)

(e) <u>Inability to Collect Negotiated Rates</u>: If Transporter is unable to collect Negotiated Rates due to a change in Commission policy or rejection of the transaction by the Commission prior to or during the term of such transaction, then, unless the parties agree otherwise, Shipper shall pay the maximum Tariff rate for the services. In such event, Transporter shall notify Shipper in writing of the requirement to pay maximum Tariff rates and, if the maximum Tariff rates are greater than the Negotiated Rates under such transaction, Shipper shall have no more than thirty (30) days from the date of such notification to give notice in writing of termination of the applicable Agreement, with such termination to be effective no earlier than the end of the Month following the Month in which such termination notice is received.

#### 5) OTHER PROVISIONS:

- Payments shall be received by Transporter within the time prescribed by Section 14 of the GT&C of Transporter's Tariff. Amounts past due hereunder shall bear interest as provided in Section 14 of the GT&C of the Tariff. Shipper shall pay all costs associated with the collection of such past due amounts including, but not limited to, attorneys' fees and court costs. Shipper hereby represents and warrants that the party executing this Agreement on its behalf is duly authorized and possesses all necessary corporate or other authority required to legally bind Shipper.
- 5.2) Do the parties agree that the provisions of Section 13.4 of the GT&C of Transporter's Tariff shall apply with respect to third-party transportation? No
- 5.3) Does this Agreement supersede, cancel, amend, restate, substitute or correct pre-existing Transportation Service Agreement(s) between the parties? Yes Effective JulyApril 1, 20202021, this Agreement amends and restates Transportation Service Agreement No. 1001017, originally effective September 1, 1993, as subsequently amended, restated and/or superseded prior to or as of the effective date hereof.
- 5.4) Is this Agreement entered into pursuant to and subject to CAPACITY RELEASE, Section 19 of the GT&C of Transporter's Tariff? No
- 5.5) Does this Agreement include any other terms/provisions permitted by the Tariff? Yes
  - a)— In accordance with the provisions of Section 2.4 of Rate Schedule FT, the parties have agreed to vary
     ——the recurring Contract Demand and applicable Contract Limitations quantities over the Contract Year as
     ——set forth on Attachment A.
  - b) See language denoted by double asterisks on Attachment A (p. <u>89</u> of 10), authorized by Section 1.1, GT&C, of Transporter's Tariff.
  - c) In accordance with Section 19.8 of the GT&C of the Tariff, the parties hereby agree that Transporter shall retain, and not credit back to Shipper, credits for capacity releases to the extent amounts paid by or invoiced to Replacement Shipper(s) as, or attributable to, demand or reservation type charges exceed the amount of Shipper's invoiced demand component.
  - d) In accordance with Section 21.1 of the GT&C of the Tariff, the parties hereby agree that Shipper shall have a contractual "right of first refusal" (ROFR) which will provide to it the same rights and obligations regarding extending service under the Agreement as to reserved capacity on Transporter's system beyond the termination or expiration date as would be available to Shippers eligible to invoke the provisions of Section 21 of the GT&C of the Tariff, as on file and in effect from time to time.
  - e) Pursuant to Section 21.10, GT&C, of the Tariff, the parties have agreed to an extension of the term with respect to part of the capacity committed under the Service Agreement being extended and amended and also to disaggregate, reallocate, partition and/or consolidate certain capacity (including MRO and/or MDO

rights) among Shipper's Service Agreements being renegotiated and/or confected contemporaneously herewith.

- All modifications, amendments or supplements to the terms and provisions hereof shall be effected only by supplementary written (or electronic, to the extent Transporter permits or requires) consent of the parties.
- 7) **SIGNATURE:** This Agreement constitutes a contract with Transporter for the transportation of natural gas, subject to the terms and conditions hereof, the General Terms and Conditions attached hereto, and any applicable attachment(s), all of which are incorporated herein by reference and made part of this Agreement.

ENABLE GAS TRANSMISSION, LLC	CENTERPOINT ENERGY RESOURCES CORP., D/B/A CENTERPOINT ENERGY LOUISIANA GAS		
Ву:	Ву:		
Name:	Name:		
Title:			
Date:	Date:		

TSA NoNO .: 1001017

#### **GENERAL TERMS AND CONDITIONS**

- 1. This Agreement shall be subject to the provisions of Rate Schedule FT as well as the General Terms and Conditions ("GT&C") set forth in Transporter's Tariff, as on file and in effect from time to time, all of which by this reference are made a part hereof.
- 2. In accordance with Section 12.2 of the GT&C of Transporter's Tariff, Transporter 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, and as set forth in said Rate Schedule and in said GT&C of Transporter's Tariff, in accordance with the Natural Gas Act or other applicable law. Nothing contained in the foregoing provision shall preclude or prevent Shipper from protesting any such changes or modifications; however, Shipper agrees to pay all rates and charges, and to comply with all terms and conditions, in effect under the Tariff.
- 3. Upon Shipper's failure to pay when due all or any part of amounts billed in connection with services rendered or to comply with the terms of this Agreement, Transporter may terminate this Agreement and/or suspend service, as appropriate, in accordance with the provisions of Section 14 of the GT&C of Transporter's Tariff.
- 4. In accordance with Section 21.1 of the GT&C of Transporter's Tariff, upon termination hereof for whatever reason, Shipper agrees to stop delivering gas to Transporter for service and, unless otherwise agreed by Transporter, to seek no further service from Transporter hereunder. Shipper agrees to cooperate with and assist Transporter in obtaining such regulatory approvals and authorizations, if any, as are necessary or appropriate in view of such termination and abandonment of service hereunder.
- 5. In accordance with Section 5.7(e) of the GT&C of Transporter's Tariff, termination of this Agreement shall not relieve either party of any obligation that might otherwise exist to cash-out or correct any Imbalance hereunder nor relieve Shipper of its obligation to pay any monies due hereunder to Transporter and any portions of this Agreement necessary to accomplish such purposes shall be deemed to survive for the time and to the extent required.
- 6. In accordance with Sections 2.1 and 2.2 of Rate Schedule FT of Transporter's Tariff, subject to the provisions of the Tariff and this Agreement, Transporter shall receive, transport, and deliver, for the account of Shipper for the purposes contemplated herein, on a firm basis a quantity of Gas up to the quantity or quantities specified in -the Agreement.
- 7. In accordance with Sections 2.1 and 3.3 of Rate Schedule FT of Transporter's Tariff, Gas shall be (i) tendered to Transporter for transportation hereunder at the Point(s) of Receipt and (ii) delivered by Transporter after transportation to Shipper, or for Shipper's account, at the Point(s) of Delivery on the terms and at the points shown in this Agreement. Subject to the provisions of the Tariff, Transporter shall tender for delivery quantities of Gas thermally-equivalent to those delivered by Shipper, less, as applicable, Fuel Use and LUFG, or Alternate Fuel Retentions, retained.
- 8. Except as otherwise permitted in the Tariff, and in accordance with Section 19 of the GT&C of Transporter's Tariff, this Agreement shall not be assigned by Shipper in whole or in part, nor shall Shipper agree to provide services to others by use of any capacity contracted for under the Agreement, without Transporter's prior written consent. In addition to all other rights and remedies, Transporter may terminate the Agreement immediately if it is assigned by Shipper or if Shipper subcontracts the capacity to others contrary to the provisions hereof, 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. Shipper may request that Transporter consent to Shipper's assignment of this Agreement to an entity with which Shipper is affiliated subject to the assignee's satisfaction of the criteria in Section 14 of the GT&C of Transporter's Tariff, in the situation in which, after Shipper obtains the Agreement, a corporate reorganization results in a transfer to an affiliate of the function for which the capacity was obtained. Any person which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of either party hereto, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement; and either party may assign or pledge this Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment or similar instrument which it has executed or may execute hereafter.
- 9. Any notice, statement, or bill provided for in this Agreement shall be in writing (or provided electronically via the Internet to the extent Transporter permits or requires) and shall be considered as having been given if hand delivered, or, if received, when mailed by United States mail, postage prepaid, to the addresses specified herein, or such other addresses as either party shall designate by written notice to the other. Additionally, notices shall be considered as having been given, if received, when sent via facsimile or through electronic data interchange.

ATTACHMENT A (continued)

Shipper: CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Louisiana Gas

**TSA No.:** 1001017

Effective Date of Agreement: Originally September 1, 1993, as amended effective JulyApril 1, 20202021, subject

to FERC approval.

Primary Term End Date of Agreement: The end of the Day on March 31, 20212030.

Evergreen: Yes After Primary Term End Date, Agreement continues year to year unless and until terminated by written

notice given by either party to the other party at least one hundred and eighty (180) days prior to the

end of the primary term or any extended term thereafter.

## **Contract Demand:**

Winter*	Shoulder*	Summer*
121,000122,089 Dth/D	73, <del>000</del> 253 Dth/D	<del>55,000</del> 48,836 Dth/D

\_\* For purposes hereof, and notwithstanding the Tariff definitions, Winter period consists of Months November through March of Contract Year; Summer period consists of Months May through September of Contract Year; Shoulder period consists of Months April and October of Contract Year.

#### Receipt Entitlement(s) ("("RE"):"):

Shipper and Transporter may mutually agree to modify the Receipt Entitlement(s) and/or associated quantities subject to capacity availability, and any required capacity postings or other terms as required by Transporter's Tariff.

	Winter	Shoulder	Summer
South Dooling Area	<del>89,645</del> 102,089	<del>54,083</del> <u>61,253</u>	40, <del>748</del> 836 Dth/D
South Pooling Area	Dth/D	Dth/D	
Line CD Dealing Area	<del>31,355</del> 20,000	<del>18,917</del> <u>12,000</u>	14,2528,000 Dth/D
Line CP Pooling Area	Dth/D	Dth/D	

#### Receipt Point(s):

Shipper and Transporter may mutually agree to modify the Receipt Point(s) and/or associated Maximum Receipt Obligation(s) subject to capacity availability, and any required capacity postings or other terms as required by Transporter's Tariff.

#### South Pooling Area

Winter RE	Shoulder RE	Summer RE
<del>89,645</del> 102,089	<del>54,083</del> <u>61,253</u>	40, <del>748</del> 836 Dth/D
Dth/D	Dth/D	

Primary Receipt Point(s):	Maximum Receipt Obligation (Dth/D)		
	Winter	Shoulder	Summer
Port Dehy CTP (Meter No. 14982)	<del>28,500</del>	<del>17,194</del>	<del>12,955</del>
TGT PV Core Rec (Meter No. 12143)	<del>29,665</del>	<del>17,897</del>	<del>13,484</del>
XTO Line F (Meter No. 805467)	20,000	<del>12,066</del>	<del>9,091</del>
Waskom Plant Tailgate (Meter No. 805228)	4,853	<del>2,928</del>	<del>2,206</del>

ATTACHM	IENT A
(contin	ued)

Elm Grove Summary (Meter No. 805626) 1,500 905 682
--

All generally available points and Pools	<del>5,127</del>	<del>3,093</del>	<del>2,330</del>
located in the South Pooling Area			

31,355 Dth/D	- 18,917 Dth/D	14,252 Dth/D
- / /	- / /	, = - ,

Primary Receipt Point(s):	Maximum Receipt Obligation (Dth/D)		
	Winter	Shoulder	Summer
Magnolia Gas Keatchie TGT PV Core Rec (Meter No. 822040)12143)	15, <del>677</del> 000	9, <del>458</del> <u>000</u>	<del>7,126</del> <u>6,000</u>
CHK/Lamid MansfieldXTO Line F (Meter No. 822050805467)	<del>15,678</del> <u>17,800</u>	<del>9,459</del> <u>10,680</u>	7, <del>126</del> <u>120</u>
Waskom Plant Tailgate (Meter No. 805228)	<u>14,189</u>	<u>8,513</u>	<u>5,676</u>
Elm Grove Summary (Meter No. 805626)	3,100	<u>1,860</u>	<u>1,240</u>
Sligo to ST-10 (Meter No. 14981)	<u>1,500</u>	900	<u>600</u>

Primary Receipt Point(s) continued:	Maximum Receipt Obligation (Dth/D)		Oth/D)
	<u>Winter</u>	<u>Shoulder</u>	<u>Summer</u>
Arcadia Gas Rec 12 In (Meter No. 44030)	<u>10,500</u>	<u>6,300</u>	<u>4,200</u>
CGT PV Core Rec (Meter No. 12057)	<u>25,000</u>	<u>15,000</u>	<u>10,000</u>

Receipt Point(s):	Receipt Quantity (Dth/D)		
	Winter	Shoulder	Summer
All generally available points and Pools located in the South Pooling Area	<u>15,000</u>	9,000	<u>6,000</u>

\_Line CP Pooling Area

-			
	Winter RE	Shoulder RE	Summer RE
	20,000 Dth/D	12,000 Dth/D	8,000 Dth/D

Primary Receipt Point(s):	Maximum Receipt Obligation (Dth/D)		
	<u>Winter</u>	<u>Shoulder</u>	<u>Summer</u>
Magnolia Gas-Keatchie (Meter No. 822040)	<u>10,000</u>	<u>6,000</u>	<u>4,000</u>
CHK/Lamid-Mansfield (Meter No. 822050)	<u>10,000</u>	<u>6,000</u>	<u>4,000</u>

Storage Points of Withdrawal

Maximum Daily Withdrawal Quantity as provided in Section 6.2(c) of Rate Schedule FSS

ATTACHMENT A (continued)

## **Delivery Points:**

Shipper and Transporter may mutually agree to modify the Primary Delivery Point(s) and/or associated Maximum Delivery Obligation(s) subject to capacity availability, and any required capacity postings or other terms as required by Transporter's Tariff.

Primary Delivery Points	Maximum Delivery Obligation (Dth/D)		
	Winter	Shoulder	Summer
Administrative Delivery Area 2**	121,000122,089 Dth/D	73, <del>000</del> 253 Dth/D	55,00048,836 Dth/D

Storage Points of Injection\*\*\*

Maximum Daily Injection Quantity as provided in Section 6.1 (c) of Rate Schedule FSS

The Maximum Delivery Obligation for each Administrative Delivery Area will be the sum of Meter Quantities listed and associated with the applicable Administrative Delivery Area.

# ATTACHMENT A (continued)

\*\* Pursuant to Section 1.1, GT&C, of Transporter's Tariff, MDO's have been assigned to groups of Delivery Points referred to as Administrative Delivery Areas\_("ADA"). Subject to any operational, physical or contractual limitations which may affect specific Delivery Points or facilities located within an Administrative Delivery AreaADA, Shipper will submit nominations to Transporter for an Administrative Delivery AreaADA and may vary deliveries among the Delivery Points within an Administrative Delivery AreaADA, provided that the total nominations or deliveries do not exceed in aggregate the Maximum Delivery Obligation for an Administrative Delivery Area.ADA. In no event shall Transporter have an obligation be obligated to deliver on any Day a quantity at any of the specified meters for each specific Delivery Point as detailed below in excess of an Attachment A-1 that exceeds the respective quantities shown for the such meter; provided, however, in the event that there is more than one meter at a location serving a city or town border station, thenthat Transporter may, at any time, and from time to time, provide Shipper with a substitute Attachment A-1 reflecting updated information regarding Meter Numbers and Meter Quantities comprising one or more ADAs, which shall have no obligation to deliver on any Day a quantity at such location for each specific Delivery Point in excess of the aggregate quantity at such location for the respective meters at such location be incorporated into the Agreement, superseding and canceling the prior Attachment A-1.

\*\*\*The Maximum Daily Injection Quantity shall not exceed the Contract Demand, in effect during the associated Meter Quantities are specified below:Injection Period.

#### **Delivery Point(s)**

Administrative Delivery Area 2\*\*

216 011       Farmerville         216 012       Arcadia         216 015       Homer         216 016       Minden         216 020       Bernice         216 021       Athens         216 023       Ringgold         216 041       Haynesville         216 050       Dubach         216 052       Marion         216 070       Simsboro         216 075       Doyline         216 150       Dixie Inn McIntyre         216 260       Springhill         216 300       RE 239/Claibrn         216 341       RE 292	779 1,282 1,286 7,188 359 227
216 015         Homer           216 016         Minden           216 020         Bernice           216 021         Athens           216 023         Ringgold           216 041         Haynesville           216 050         Dubach           216 052         Marion           216 070         Simsboro           216 075         Doyline           216 150         Dixie Inn McIntyre           216 260         Springhill           216 300         RE 239/Claibrn	1,286 7,188 359
216-016         Minden           216-020         Bernice           216-021         Athens           216-023         Ringgold           216-041         Haynesville           216-050         Dubach           216-052         Marion           216-053         Gibsland           216-070         Simsboro           216-075         Doyline           216-150         Dixie Inn-McIntyre           216-260         Springhill           216-300         RE-239/Claibrn	7,188 359
216 020       Bernice         216 021       Athens         216 023       Ringgold         216 041       Haynesville         216 050       Dubach         216 052       Marion         216 053       Gibsland         216 070       Simsboro         216 075       Doyline         216 150       Dixie Inn McIntyre         216 260       Springhill         216 300       RE 239/Claibrn	359
216 021       Athens         216 023       Ringgold         216 041       Haynesville         216 050       Dubach         216 052       Marion         216 053       Gibsland         216 070       Simsboro         216 075       Doyline         216 150       Dixie Inn McIntyre         216 260       Springhill         216 300       RE 239/Claibrn	
216 023         Ringgold           216 041         Haynesville           216 050         Dubach           216 052         Marion           216 053         Gibsland           216 070         Simsboro           216 075         Doyline           216 150         Dixie Inn McIntyre           216 260         Springhill           216 300         RE 239/Claibrn	227
216-041       Haynesville         216-050       Dubach         216-052       Marion         216-053       Gibsland         216-070       Simsboro         216-075       Doyline         216-150       Dixie Inn-McIntyre         216-260       Springhill         216-300       RE 239/Claibrn	
216 050       Dubach         216 052       Marion         216 053       Gibsland         216 070       Simsboro         216 075       Doyline         216 150       Dixie Inn-McIntyre         216 260       Springhill         216 300       RE 239/Claibrn	<del>528</del>
216-052       Marion         216-053       Gibsland         216-070       Simsboro         216-075       Doyline         216-150       Dixie Inn-McIntyre         216-260       Springhill         216-300       RE 239/Claibrn	<del>1,067</del>
216 053       Gibsland         216 070       Simsboro         216 075       Doyline         216 150       Dixie Inn McIntyre         216 260       Springhill         216 300       RE 239/Claibrn	<del>296</del>
216 070       Simsboro         216 075       Doyline         216 150       Dixie Inn-McIntyre         216 260       Springhill         216 300       RE 239/Claibrn	<del>269</del>
216 075         Doyline           216 150         Dixie Inn-McIntyre           216 260         Springhill           216 300         RE 239/Claibrn	<del>268</del>
216-150         Dixie Inn-McIntyre           216-260         Springhill           216-300         RE 239/Claibrn	<del>281</del>
216-260         Springhill           216-300         RE-239/Claibrn	226
216-260         Springhill           216-300         RE-239/Claibrn	242
	<del>2,170</del>
016 2/11 DE 000	146
	<del>652</del>
261-010 Shreveport	<del>56,434</del>
261-140 Stonewall	712
261-400 RE-66/Watts-Linwood Ave	<del>190</del>
262-010 HWY #173-Cooper Rd	1,291
<del>262-015 Vivian</del>	1,259
<del>262-020</del> Benton	647
262-040 Plain Dealing	695
262-060 Blanchard	<del>883</del>
<del>262-065 Mooringsport</del>	241
<del>262-070</del> Bossier	20,001
<del>262-075 Oil City</del>	<del>70</del>
262-100 Haughton	<del>838</del>
<del>262-300 RE-3 (Hwy 1)</del>	2,105
<del>262-500 RE-121 (Hwy 80)</del>	

### ATTACHMENT A (continued)

	•	
<del>262-630</del>	RF-182/Old Blactd-Teoma	<del>501</del>
202 000	NE-102/ Old Blaciu-100ma	301
	Small Communities	329
	Oman Communico	323
262-999	Dingling Tang	3,789
202 333	Fipeline raps	5,105
	Total	121 000
	- I Otal	121,000

Executed by a duly authorized representative of each party hereto, in the space provided below:

ENABLE GAS TRANSMISSION, LLC	CENTERPOINT ENERGY RESOURCES CORP., D/B/A CENTERPOINT ENERGY LOUISIANA GAS
By:	Ву:
	Name:
Title:	Title:
Date:	Date:

### ATTACHMENT A-1 EFFECTIVE AS OF APRIL 1, 2021

The Delivery Points aggregated into each Administrative Delivery Area and the associated Meter Quantities for each are specified below:

Delivery Point(s)	Meter No.	Meter Quantity (Dth/D)
Administrative Delivery Area effective November 1, 2011		ve Date above, this Attachment A amends and restates Attachment A, e.
The Delivery Points, Meter N needed on a prospective bas	•	es listing will be completed prior to April 1, 2021 and will be updated a

### **Enable Gas Transmission, LLC**

### **FERC NGA Gas Tariff**

Second Revised Volume Negotiated Rates and Non Conforming Agreements

Section 2.23, Version 0.0.0 Reserved For Future Use

Effective November 1, 2011

CenterPoint Energy Resources Corp., d/b/a
CenterPoint Energy Louisiana Gas 1007978 (RS NNTS)

Option Code "A

### **Enable Gas Transmission, LLC**

### **FERC NGA Gas Tariff**

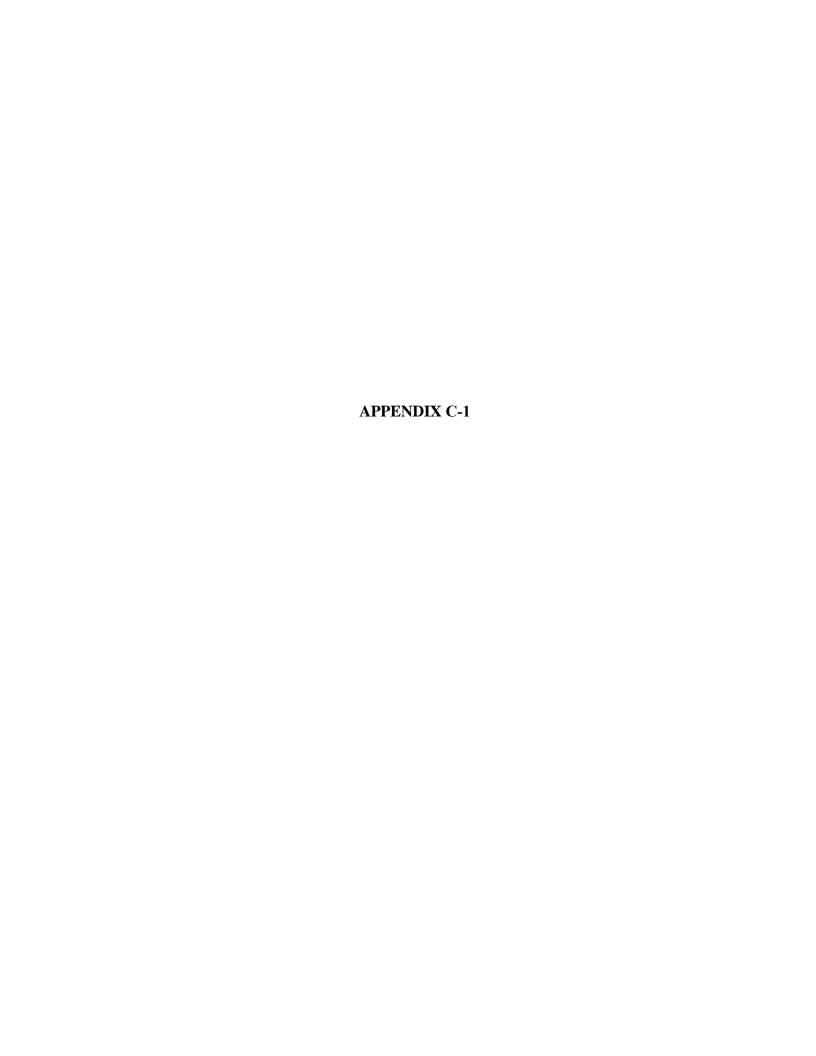
Second Revised Volume Negotiated Rates and Non Conforming Agreements

Section 2.24, Version 0.0.0 Reserved For Future Use

Effective November 1, 2011

CenterPoint Energy Resources Corp., d/b/a
CenterPoint Energy Louisiana Gas 1100029 (RS FSS)

Option Code "A



THIS TRANSPORTATION SERVICE AGREEMENT ("Agreement"), between Enable Gas Transmission, LLC, a Delaware limited liability company ("Transporter"), and Shipper (defined below), covering the transportation of natural gas by Transporter on behalf

of Shipper as more particularly described herein, is entered into in accordance with the following terms and conditions:

### 1) SHIPPER INFORMATION:

Shipper's Name: CenterPoint Energy Resources Corp.

d/b/a CenterPoint Energy Louisiana Gas

1111 Louisiana Street Houston, TX 77002

Attn: CERC Contract Administration

Email: CERCContracts@centerpointenergy.com

Type of Entity: Delaware corporation

Transporter's wire transfer information and addresses for notices and payments shall be located on Transporter's Internet Web Site.

2) REGULATORY AUTHORITY: Part 284: Subpart G

### 3) TERM, CONTRACT DEMAND AND POINTS:

The term (including term extensions), Contract Demand, Receipt Entitlement(s), and Receipt and Delivery Points for this Agreement shall be shown below or on any designated Attachment, as applicable. Absent designation of MRO's for any specific physical Point of Receipt, Transporter shall have no obligation to permit Shipper to utilize any such Point of Receipt or to receive any specific quantities on Shipper's behalf at such point.

RATE: Unless provided otherwise in an Attachment to this Agreement in effect during the term of this Agreement, in a capacity release award, or below, Shipper shall pay, or cause to be paid, to Transporter each month for all services provided hereunder the maximum applicable rate, and any other charges, fees, direct bill amounts, taxes, assessments, or surcharges provided for in Transporter's Tariff, as on file and in effect from time to time, for each service rendered hereunder.

### 5) OTHER PROVISIONS:

- Payments shall be received by Transporter within the time prescribed by Section 14 of the GT&C of Transporter's Tariff. Amounts past due hereunder shall bear interest as provided in Section 14 of the GT&C of the Tariff. Shipper shall pay all costs associated with the collection of such past due amounts including, but not limited to, attorneys' fees and court costs. Shipper hereby represents and warrants that the party executing this Agreement on its behalf is duly authorized and possesses all necessary corporate or other authority required to legally bind Shipper.
- 5.2) Do the parties agree that the provisions of Section 13.4 of the GT&C of Transporter's Tariff shall apply with respect to third-party transportation? No
- 5.3) Does this Agreement supersede, cancel, amend, restate, substitute or correct pre-existing Transportation Service Agreement(s) between the parties? No
- 5.4) Is this Agreement entered into pursuant to and subject to CAPACITY RELEASE, Section 19 of the GT&C of Transporter's Tariff? No

### FIRM (RATE SCHEDULE FT) TRANSPORTATION SERVICE AGREEMENT TSA No.: 1011426 (continued)

- 5.5) Does this Agreement include any other terms/provisions permitted by the Tariff? Yes
  - a) Pursuant to Section 21.10, GT&C, of the Tariff, the parties have agreed to disaggregate, reallocate, partition and/or consolidate certain capacity (including MRO and/or MDO rights) among Shipper's Service Agreements being renegotiated and/or confected contemporaneously herewith.
  - b) See language denoted by single asterisk on Attachment A (Page 4 of 5), authorized by Section 1.1, GT&C of Transporter's Tariff.
  - c) Pursuant to Section 21.1 of the GT&C of the Tariff, Shipper qualifies for a Tariff "right of first refusal" (ROFR). Shipper's rights and obligations regarding extending service under the Agreement as to reserved capacity on Transporter's system beyond the termination or expiration date of the Agreement are as set forth in Section 21.1 of the GT&C of the Tariff, as on file and in effect from time to time.
- All modifications, amendments or supplements to the terms and provisions hereof shall be effected only by 6) supplementary written (or electronic, to the extent Transporter permits or requires) consent of the parties.
- 7) SIGNATURE: This Agreement constitutes a contract with Transporter for the transportation of natural gas, subject to the terms and conditions hereof, the General Terms and Conditions attached hereto, and any applicable attachment(s), all of which are incorporated herein by reference and made part of this Agreement.

### **ENABLE GAS TRANSMISSION, LLC**

	Ste	ven G. Tramonte
By: _	Steven	G. Tramonte (May 5, 2020)
		Steven G. Tramonte
Title	:	Vice President, Commercial T&S
Date	٠	May 5, 2020

Date:

Scott Doyle

Executive VP Title: \_5/4/2020 |

CENTERPOINT ENERGY RESOURCES CORP., D/B/A CENTERPOINT ENERGY LOUISIANA GAS

DS WMK





### **GENERAL TERMS AND CONDITIONS**

- 1. This Agreement shall be subject to the provisions of Rate Schedule FT as well as the General Terms and Conditions ("GT&C") set forth in Transporter's Tariff, as on file and in effect from time to time, all of which by this reference are made a part hereof.
- 2. In accordance with Section 12.2 of the GT&C of Transporter's Tariff, Transporter 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, and as set forth in said Rate Schedule and in said GT&C of Transporter's Tariff, in accordance with the Natural Gas Act or other applicable law. Nothing contained in the foregoing provision shall preclude or prevent Shipper from protesting any such changes or modifications; however, Shipper agrees to pay all rates and charges, and to comply with all terms and conditions, in effect under the Tariff.
- 3. Upon Shipper's failure to pay when due all or any part of amounts billed in connection with services rendered or to comply with the terms of this Agreement, Transporter may terminate this Agreement and/or suspend service, as appropriate, in accordance with the provisions of Section 14 of the GT&C of Transporter's Tariff.
- 4. In accordance with Section 21.1 of the GT&C of Transporter's Tariff, upon termination hereof for whatever reason, Shipper agrees to stop delivering gas to Transporter for service and, unless otherwise agreed by Transporter, to seek no further service from Transporter hereunder. Shipper agrees to cooperate with and assist Transporter in obtaining such regulatory approvals and authorizations, if any, as are necessary or appropriate in view of such termination and abandonment of service hereunder.
- 5. In accordance with Section 5.7(e) of the GT&C of Transporter's Tariff, termination of this Agreement shall not relieve either party of any obligation that might otherwise exist to cash-out or correct any Imbalance hereunder nor relieve Shipper of its obligation to pay any monies due hereunder to Transporter and any portions of this Agreement necessary to accomplish such purposes shall be deemed to survive for the time and to the extent required.
- 6. In accordance with Sections 2.1 and 2.2 of Rate Schedule FT of Transporter's Tariff, subject to the provisions of the Tariff and this Agreement, Transporter shall receive, transport, and deliver, for the account of Shipper for the purposes contemplated herein, on a firm basis a quantity of Gas up to the quantity or quantities specified in the Agreement.
- 7. In accordance with Sections 2.1 and 3.3 of Rate Schedule FT of Transporter's Tariff, Gas shall be (i) tendered to Transporter for transportation hereunder at the Point(s) of Receipt and (ii) delivered by Transporter after transportation to Shipper, or for Shipper's account, at the Point(s) of Delivery on the terms and at the points shown in this Agreement. Subject to the provisions of the Tariff, Transporter shall tender for delivery quantities of Gas thermally-equivalent to those delivered by Shipper, less, as applicable, Fuel Use and LUFG, or Alternate Fuel Retentions, retained.
- 8. Except as otherwise permitted in the Tariff, and in accordance with Section 19 of the GT&C of Transporter's Tariff, this Agreement shall not be assigned by Shipper in whole or in part, nor shall Shipper agree to provide services to others by use of any capacity contracted for under the Agreement, without Transporter's prior written consent. In addition to all other rights and remedies, Transporter may terminate the Agreement immediately if it is assigned by Shipper or if Shipper subcontracts the capacity to others contrary to the provisions hereof, 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. Shipper may request that Transporter consent to Shipper's assignment of this Agreement to an entity with which Shipper is affiliated subject to the assignee's satisfaction of the criteria in Section 14 of the GT&C of Transporter's Tariff, in the situation in which, after Shipper obtains the Agreement, a corporate reorganization results in a transfer to an affiliate of the function for which the capacity was obtained. Any person which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of either party hereto, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement; and either party may assign or pledge this Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment or similar instrument which it has executed or may execute hereafter.
- 9. Any notice, statement, or bill provided for in this Agreement shall be in writing (or provided electronically via the Internet to the extent Transporter permits or requires) and shall be considered as having been given if hand delivered, or, if received, when mailed by United States mail, postage prepaid, to the addresses specified herein, or such other addresses as either party shall designate by written notice to the other. Additionally, notices shall be considered as having been given, if received, when sent via facsimile or through electronic data interchange.

ATTACHMENT A

CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Louisiana Gas Shipper:

**Effective Date of Agreement:** April 1, 2021

**Primary Term End Date of Agreement:** The end of the Day on March 31, 2024

Evergreen: After Primary Term End Date, Agreement continues for an additional term of three (3) Years ("Second

> Primary Term") unless terminated by written notice given by either party to the other party at least one hundred and eighty (180) Days prior to the end of the primary term. This Agreement will then continue for a third primary term of three (3) Years unless terminated by written notice given by either party to the other party at least one hundred and eighty (180) Days prior to the end of the Second Primary Term.

**Contract Demand:** 9,899 Dth/D

Receipt Entitlement(s) ("RE"): South Pooling Area: 9,899 Dth/D

Shipper and Transporter may mutually agree to modify the Receipt Entitlement(s) and/or associated quantities subject to capacity availability, and any required capacity postings or other terms as required by Transporter's Tariff.

### Primary Receipt Point(s)

Arcadia Gas Rec 12 In (Meter No. 44030)

Maximum Receipt Obligation (Dth/D)

9.899

### **Delivery Point(s):**

Shipper and Transporter may mutually agree to modify the Primary Delivery Point(s) and/or associated Maximum Delivery Obligation subject to capacity availability, and any required capacity postings or other terms as required by Transporter's Tariff.

### Primary Delivery Point(s)

Maximum Delivery Obligation (Dth/D) 9.899

Administrative Delivery Area 2\*

TOTAL 9,899

The Maximum Delivery Obligation for each Administrative Delivery Area will be the sum of Meter Quantities listed and associated with the applicable Administrative Delivery Area.

Pursuant to Section 1.1, GT&C, of Transporter's Tariff, MDO's have been assigned to groups of Delivery Points referred to as Administrative Delivery Areas ("ADA"). Subject to any operational, physical or contractual limitations which may affect specific Delivery Points or facilities located within an ADA, Shipper will submit nominations to Transporter for an ADA and may vary deliveries among the Delivery Points within an ADA, provided that the total nominations or deliveries do not exceed in aggregate the Maximum Delivery Obligation for an ADA. In no event shall Transporter be obligated to deliver on any Day a quantity at any of the specified meters for each specific Delivery Point as detailed on Attachment A-1 that exceeds the respective quantities shown for such meter; provided, however, that Transporter may, at any time, and from time to time, provide Shipper with a substitute Attachment A-1 reflecting updated information regarding Meter Numbers and Meter Quantities comprising one or more ADAs, which shall be incorporated into the Agreement, superseding and canceling the prior Attachment A-1.

Executed by a duly authorized representative of each party hereto, in the space provided below:

### **ENABLE GAS TRANSMISSION, LLC**

Steven G. Tramonte

By: Steven G. Tramonte (May 5, 2020) Steven G. Tramonte Name: \_ Vice President, Commercial T&S Title:

May 5, 2020 Date:



CENTERPOINT ENERGY RESOURCES CORP., D/B/A CENTERPOINT ENERGY LOUISIANA GAS DocuSigned by:

Scott Dovle Name:

Executive VP

5/4/2020 | 9:21 PM CDT Date:

Page 4 of 5

### ATTACHMENT A-1 EFFECTIVE AS OF APRIL 1, 2021

The Delivery Points aggregated into each Administrative Delivery Area and the associated Meter Quantities for each are specified below:

<u>Delivery Point(s)</u> <u>Meter No.</u> <u>Meter Quantity (Dth/D)</u>

Administrative Delivery Area 2

The Delivery Points, Meter Numbers and Meter Quantities listing will be completed prior to April 1, 2021 and will be updated as needed on a prospective basis.

TSA No.: 1100029

THIS TRANSPORTATION SERVICE AGREEMENT ("Agreement"), between Enable Gas Transmission, LLC, a Delaware limited liability company ("Transporter"), formerly known as CenterPoint Energy Gas Transmission Company, LLC, and a Shipper (defined below), covering the transportation of natural gas by Transporter on behalf of Shipper as more particularly described herein, is entered into in accordance with the following terms and conditions:

### 1) SHIPPER INFORMATION:

Shipper's Name: CenterPoint Energy Resources Corp.

d/b/a CenterPoint Energy Louisiana Gas

1111 Louisiana Street Houston, TX 77002

Attn: CERC Contract Administration

Email: CERCContracts@centerpointenergy.com

Type of Entity: Delaware corporation

Transporter's wire transfer information and addresses for notices and payments shall be located on Transporter's Internet Web Site.

### 2) TERM, REGULATORY AUTHORITY AND QUANTITIES:

Term: Effective Date: Originally September 1, 1993, as amended and restated effective April 1, 2021

Primary Term End Date: The end of the Day on March 31, 2030

Evergreen/Term Extension? Yes. After Primary Term End Date, Agreement continues Storage Contract Year

to Storage Contract Year thereafter, unless and until terminated by written notice given by either party to the other party at least one hundred and eighty (180) days

prior to the end of the primary term or any extended term thereafter.

Regulatory Authority: Title 18 C.F.R. Part 284, Subpart G

Quantities:

Maximum Storage Quantity2,407,038 DthMaximum Injection Quantity26,745 Dth/DMaximum Deliverability Quantity52,902 Dth/D

### 3) **RECEIPT AND DELIVERY POINTS:** Not Applicable

**RATE:** Unless provided otherwise in any applicable Attachment to this Agreement in effect during the term of this Agreement or in a capacity release award, Shipper shall pay, or cause to be paid, to Transporter each month for all services provided hereunder the maximum applicable rate, and any other charges, fees, direct bill amounts, taxes, assessments, or surcharges provided for in Transporter's Tariff, as on file and in effect from time to time, for each service rendered hereunder.

### AMENDED AND RESTATED RATE SCHEDULE FSS TRANSPORTATION SERVICE AGREEMENT TSA No.: 1100029 (continued)

#### OTHER PROVISIONS: 5)

- 5.1) Payments shall be received by Transporter within the time prescribed by Section 14 of the GT&C of Transporter's Tariff. Amounts past due hereunder shall bear interest as provided in Section 14 of the GT&C of the Tariff. Shipper shall pay all costs associated with the collection of such past due amounts including, but not limited to, attorneys' fees and court costs. Shipper hereby represents and warrants that the party executing this Agreement on its behalf is duly authorized and possesses all necessary corporate or other authority required to legally bind Shipper.
- Do the parties agree that the provisions of Section 13.4 of the GT&C of Transporter's Tariff shall apply with 5.2) respect to third-party transportation? No
- 5.3) Does this Agreement supersede, cancel, amend, restate, substitute or correct pre-existing Transportation Service Agreement(s) between the parties? Yes Effective April 1, 2021, this Agreement amends and restates Transportation Service Agreement No. 1100029, originally effective September 1, 1993, as subsequently amended, restated and/or superseded prior to or as of the effective date hereof.
- 5.4) Is this Agreement entered into pursuant to and subject to CAPACITY RELEASE, Section 19 of the GT&C of Transporter's Tariff? No
- 5.5) Does this Agreement include any other terms/provisions permitted by the Tariff? Yes
  - In accordance with Section 21.1 of the GT&C of the Tariff, the parties hereby agree that Shipper shall have a contractual "right of first refusal" (ROFR) which will provide to it the same rights and obligations regarding extending service under the Agreement as to reserved capacity on Transporter's system beyond the termination or expiration date as would be available to Shippers eligible to invoke the provisions of Section 21 of the GT&C of the Tariff, as on file and in effect from time to time.
  - b) Pursuant to Section 21.10, GT&C, of the Tariff, the parties have agreed to conversion to a discounted recourse rate transaction in connection with an extension of the term with respect to part of the capacity committed under the Service Agreement being extended and amended herein.
- All modifications, amendments or supplements to the terms and provisions hereof shall be effected only by 6) supplementary written (or electronic, to the extent Transporter permits or requires) consent of the parties.
- 7) SIGNATURE: This Agreement constitutes a contract with Transporter for the transportation of natural gas, subject to the terms and conditions hereof, the General Terms and Conditions attached hereto, and any attachment referenced herein, all of which are incorporated herein by reference and made part of this Agreement.

ENABLE GAS TRANSMISSION. LLO	ΞN	IABI	LE	GAS	TRA	NSN	ИISS	ION	. Ll	_(
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By: Name: Rodney J. Sailor President & CEO

Date: May 5, 2020

Scott Doyle

CENTERPOINT ENERGY RESOURCES CORP.. D/B/A CENTERPOINT ENERGY LOUISIANA GAS

Executive VP 5/4/2020 9:21 PM CDT Date:

WMK

### **GENERAL TERMS AND CONDITIONS**

- 1. This Agreement shall be subject to the provisions of Rate Schedule FSS as well as the General Terms and Conditions ("GT&C") set forth in Transporter's Tariff, as on file and in effect from time to time, all of which by this reference are made a part hereof.
- 2. In accordance with Section 12.2 of the GT&C of Transporter's Tariff, Transporter 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, and as set forth in said Rate Schedule and in said GT&C of Transporter's Tariff, in accordance with the Natural Gas Act or other applicable law. Nothing contained in the foregoing provision shall preclude or prevent Shipper from protesting any such changes or modifications; however, Shipper agrees to pay all rates and charges, and to comply with all terms and conditions, in effect under the Tariff.
- 3. Upon Shipper's failure to pay when due all or any part of amounts billed in connection with services rendered or to comply with the terms of this Agreement, Transporter may terminate this Agreement and/or suspend service, as appropriate, in accordance with the provisions of Section 14 of the GT&C of Transporter's Tariff.
- 4. In accordance with Section 21.1 of the GT&C of Transporter's Tariff, upon termination hereof for whatever reason, Shipper agrees to stop delivering gas to Transporter for service and, unless otherwise agreed by Transporter, to seek no further service from Transporter hereunder. Shipper agrees to cooperate with and assist Transporter in obtaining such regulatory approvals and authorizations, if any, as are necessary or appropriate in view of such termination and abandonment of service hereunder.
- Except as otherwise permitted in the Tariff, and in accordance with Section 19 of the GT&C of Transporter's Tariff, this Agreement shall not be assigned by Shipper in whole or in part, nor shall Shipper agree to provide services to others by use of any capacity contracted for under the Agreement, without Transporter's prior written consent. In addition to all other rights and remedies, Transporter may terminate the Agreement immediately if it is assigned by Shipper or if Shipper subcontracts the capacity to others contrary to the provisions hereof, 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. Shipper may request that Transporter consent to Shipper's assignment of this Agreement to an entity with which Shipper is affiliated subject to the assignee's satisfaction of the criteria in Section 14 of the GT&C of Transporter's Tariff, in the situation in which, for firm agreements, after Shipper obtains the Agreement, a corporate reorganization results in a transfer to an affiliate of the function for which the capacity was obtained. Any person which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of either party hereto, shall be entitled to the Rights and shall be subject to the obligations of its predecessor in title under this Agreement; and either party may assign or pledge this Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment or similar instrument which it has executed or may execute hereafter.
- 6. In accordance with Section 5.7(e) of the GT&C of Transporter's Tariff, termination of this Agreement shall not relieve either party of any obligation that might otherwise exist to cash-out or correct any Imbalance hereunder (including payback of, and/or removal or withdrawal of parked or stored, quantities) nor relieve Shipper of its obligation to pay any monies due hereunder to Transporter and any portions of this Agreement necessary to accomplish such purposes shall be deemed to survive for the time and to the extent required.
- 7. In accordance with Sections 2.1 and 2.2 of Rate Schedule FSS, subject to the provisions of the Tariff, and other provisions of this Agreement, Transporter shall inject, less Storage Fuel and LUFG, store and withdraw, for the account of Shipper for the purposes contemplated herein, on a firm basis a quantity of Gas up to the quantity or quantities specified in the Agreement.
- 8. Any notice, statement, or bill provided for in this Agreement shall be in writing (or provided electronically via the Internet to the extent Transporter permits or requires) and shall be considered as having been given if hand delivered, or, if received, when mailed by United States mail, postage prepaid, to the addresses specified herein, or such other addresses as either party shall designate by written notice to the other. Additionally, notices shall be considered as having been given, if received, when sent via facsimile or through electronic data interchange.
- 9. References in this Agreement, or any Attachment hereto, to a specific Rate Schedule (or section thereof) or section of the GT&C of Transporter's Tariff shall be deemed to include any successor provisions, as applicable.

### ATTACHMENT A

Shipper agrees to pay the rates specified on this Attachment for performance of certain gas transportation service under the Transportation Service Agreement(s) specified above. These rates are applicable only in accordance with the following:

### RATES AND APPLICABILITY:

General: In consideration for Shipper's continuing compliance with the provisions of the Transportation Service Agreement(s) ("Agreement") specified above, the transportation rates and charges as defined below for the specified services provided under the Agreement only apply to quantities and/or time periods described herein and to reserved capacity necessary to effect such service. In addition to any rate or amount referred to herein (including discounted rates, Negotiated Rates, overrun rates and maximum Tariff rates), except as specifically provided otherwise herein, Shipper shall provide or pay and Transporter shall retain or charge Fuel Use and LUFG and/or Storage Fuel Use and LUFG, as applicable, allowances or charges (including the EPC surcharge) in such quantities or amounts as authorized from time to time by the Tariff and, shall pay any applicable charges, penalties, surcharges, fees, taxes, assessments and/or direct billed amounts provided for in the Tariff. In any event, the rate in any Month shall never be below Transporter's applicable minimum Tariff rate for a discount rate transaction. For a Negotiated Rate transaction, the rate in any month shall never be below Transporter's applicable minimum Tariff rate, unless Transporter otherwise agrees. Transporter shall not be responsible for the payment and satisfaction of any taxes assessed or levied on the receipt, transmission (and any activities in connection therewith), delivery, use and/or consumption with respect to Gas delivered or received by Shipper, unless Transporter agrees otherwise.

(b) Points:	Not Applicable.
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(c) Description of Rate: Negotiated Rate \_\_\_\_\_ Discounted Rate \_\_\_\_ (Designate one)

The rates which Transporter shall bill and Shipper shall pay for services under the Agreement up to the Contract Limitations (as in effect on April 1, 2021) shall be Transporter's maximum tariff rates for Firm Storage Service in effect as of the date service is rendered under this Agreement, provided, however, that (i) if Transporter's maximum Deliverability Fee increases after December 31, 2018, Transporter shall bill and Shipper shall pay the higher of 1) Transporter's current maximum monthly Deliverability Fee or 2) 90% of Transporter's increased maximum Deliverability Fee; and (ii) if Transporter's maximum Capacity Fee increases after December 31, 2018, Transporter shall bill and Shipper shall pay the higher of 1) Transporter's current maximum monthly Capacity Fee or 2) 90% of Transporter's increased maximum Capacity Fee. In all instances, Transporter shall bill and Shipper shall pay the maximum applicable Storage Fee per Dth scheduled and received for injection. However, Shipper shall not be charged or required to pay GRI (only to the extent the charge is voluntary and discountable prior to any other component of the rate), ACA, GT&C Section 13.4, Order No. 528 and Order No. 636 transition cost surcharges; provided, however, if during the term of this Agreement, Transporter files for a surcharge mechanism as contemplated by FERC's Policy Statement in Docket No. PL15-1, or any subsequent issuance, and Transporter proposes to include language limiting Shipper's obligation to its proportionate share of recoverable costs based on Shipper's proportion of total billing determinants on Transporter's system, then, in addition to the rates specified hereinabove, Shipper also shall pay any surcharge or add-on amount which FERC permits Transporter to collect from shippers to recover such costs.

(d) Term of Rate: Begin Date(s): April 1, 2021

End Date(s): The end of the Day on March 31, 2030

- (e) Authorized Overrun: Unless Transporter agrees otherwise, the rate for any authorized Overrun quantities shall be the maximum applicable Tariff Overrun Rate.
- (f) Rate-Related Provisions:
  - (i) Consideration for Rate Granted: Transporter agrees to the rates defined by this Attachment in exchange for Shipper's agreement to forego credits or other benefits to which Shipper would otherwise be entitled, but only to the extent such credits or benefits would result in a greater economic benefit over the term of this Attachment

### ATTACHMENT A (continued)

than that represented by the agreed-upon rate. Accordingly, unless Transporter otherwise agrees, Shipper will not receive credits (with the exception of (1) penalty revenue credits provided pursuant to Section 31 of the General Terms and Conditions of Transporter's Tariff, and (2) capacity release credits) from rates, refunds or other revenues collected by Transporter or Shipper if to do so would effectively result in a lower rate or greater economic benefit to Shipper; provided, however, that (1) for a Shipper taking service under a discount or recourse rate agreement, the rate in any month shall never be above Transporter's applicable maximum Tariff rate, and (2) Transporter and a Shipper taking service under a Negotiated Rate agreement can agree pursuant to Section 19.8 of the General Terms and Conditions of Transporter's Tariff that Transporter will retain some or all of the capacity release credits to the extent those credits exceed the amount of the Shipper's invoiced demand component. If the parties' agreement to the foregoing is determined invalid or if Shipper seeks to obtain credits or benefits inconsistent therewith, unless Transporter otherwise agrees, it will have the right to immediately terminate or modify any provisions of this Attachment that would allow Shipper to pay amounts less than the maximum applicable Tariff rate.

- Limitation on Agreed Upon Rate: Unless Transporter agrees otherwise, if at any time receipts and/or deliveries are initially sourced into the system, nominated, scheduled and/or made, by any means or by operation of any Tariff mechanisms, with respect to the capacity obtained by, through or under the Agreement at points, or under conditions, other than those specified herein or on this Attachment then as of such date, and for the remainder of the Service Month in which such non-compliance occurred, or the remainder of the term of the Agreement, whichever is shorter, Shipper shall be obligated to pay no less than the maximum applicable Tariff rates for service under the Agreement. This limitation shall not apply to the extent that Transporter has requested Shipper to receive and/or deliver other than as specified herein or on this Attachment. Such request may be made via e-mail, in writing, or via Internet Web Site posting, and the document in which such request is made shall be deemed to amend this Agreement to the extent applicable.
- (iii) Regulatory Authority: This Attachment is subject to Section 16 of the GT&C of Transporter's Tariff, Transporter and Shipper hereby acknowledge that this Attachment is subject to all valid and applicable federal and local laws and to the orders, rules and regulations of any duly constituted federal or local regulatory body or governmental authority having jurisdiction. Any provision of this Attachment which is determined by any court or regulatory body having jurisdiction to be invalid or unenforceable will be ineffective to the extent of such determination only, without invalidating, or otherwise affecting the validity of, the remaining provisions. Unless the parties agree otherwise, if Transporter has made a good faith determination that a federal or local law, or order, rule or regulation of any governmental authority having or asserting jurisdiction (1) requires performance by Transporter that is inconsistent with the terms of this Attachment, or (2) conditions or prohibits the granting of selective discounts or other rates specified in paragraph (c) of this Attachment, then Transporter may provide notice that it intends to renegotiate this Attachment. If the parties fail to reach agreement within forty-five (45) days of any renegotiation notice given pursuant to the terms of this paragraph, then: (1) the rate provisions of this Attachment shall be terminated, and the rate for service under this Attachment shall be Transporter's applicable maximum Tariff rate, or (2) if Transporter's applicable maximum Tariff rate is greater than the rate for service under this Attachment, at the Shipper's option, the Agreement and Attachment shall terminate. The effective date of this renegotiation or termination shall be first day of the month following the end of the 45-day renegotiation period; provided, however, that the effective date will comply with the requirements of the applicable federal or local law, or order, rule or regulation of any governmental authority having or asserting iurisdiction.
- (iv) Entire Agreement: This Attachment shall supplement the Agreement with respect to the matters agreed to, and shall constitute the entire understanding of the parties relating to said matters as of the effective date stated herein. All prior agreements, correspondence, understandings and representations (other than any applicable Electronic Contracting Access Agreement) are hereby superseded and replaced by this Attachment and the Agreement unless otherwise specified. Except as otherwise provided herein, all terms used herein with initial capital letters are so used with the respective meanings ascribed to them in Transporter's Tariff.

### ATTACHMENT A (continued)

(v) Failure to Exercise Rights: Failure to exercise any right under this Attachment or the Agreement shall not be considered a waiver of such right in the future. No waiver of any default in the performance of this Attachment or the Agreement shall be construed as a waiver of any other existing or future default, whether of a like or different character.

Executed by a duly authorized representative of each party hereto, in the space provided below:

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### **ENABLE GAS TRANSMISSION, LLC**

By:		
Name:_	Rodney J. Sailor	
Title:	President & CEO	
Date:	May 5, 2020	

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### SHIPPER:

CENTERPOINT ENERGY RESOURCES CORP., D/B/A CENTERPOINT ENERGY LOUISIANA GAS

Scott Doyle Executive VP Date: 5/4/2020 9:21 PM CDT

WMK

behalf of Shipper as more particularly described herein, is entered into in accordance with the following terms and conditions:

THIS TRANSPORTATION SERVICE AGREEMENT ("Agreement"), between Enable Gas Transmission, LLC, a Delaware limited liability company ("Transporter"), and a Shipper (defined below), covering the transportation of natural gas by Transporter on

### 1) SHIPPER INFORMATION:

Shipper's Name: CenterPoint Energy Resources Corp.

d/b/a CenterPoint Energy Louisiana Gas

1111 Louisiana Street Houston, TX 77002

Attn: CERC Contract Administration

Email: CERCContracts@centerpointenergy.com

Type of Entity: Delaware corporation

Transporter's wire transfer information and addresses for notices and payments shall be located on Transporter's Internet Web Site.

### 2) TERM, REGULATORY AUTHORITY AND QUANTITIES:

Term: Effective Date: Originally September 1, 1993, as amended and restated effective April 1, 2021

Primary Term End Date: The end of the Day on March 31, 2030

Evergreen/Term Extension? Yes. After Primary Term End Date, Agreement continues Storage Contract Year to

Storage Contract Year thereafter, unless and until terminated by written notice given by either party to the other party at least one hundred and eighty (180) Days

prior to the end of the primary term or any extended term thereafter.

Regulatory Authority: Title 18 C.F.R. Part 284, Subpart G

Quantities: Contract Delivery Demand 47,612 Dth/D

Receipt Entitlement(s): Line CP Pooling Area: 20,000 Dth/D

South Pooling Area: 27,612 Dth/D

### 3) **RECEIPT AND DELIVERY POINTS:**

Receipt Point(s):

See Attachment B hereto.

Primary Delivery Point(s):

See Attachment B hereto.

**RATE:** Unless provided otherwise in any applicable Attachment to this Agreement in effect during the term of this Agreement or in a capacity release award, Shipper shall pay, or cause to be paid, to Transporter each month for all services provided hereunder the maximum applicable rate, and any other charges, fees, direct bill amounts, taxes, assessments, or surcharges provided for in Transporter's Tariff, as on file and in effect from time to time, for each service rendered hereunder.

# AMENDED AND RESTATED RATE SCHEDULE NNTS TRANSPORTATION SERVICE AGREEMENT TSA No.: 1007978 (continued)

### 5) OTHER PROVISIONS:

- 5.1) Payments shall be received by Transporter within the time prescribed by Section 14 of the GT&C of Transporter's Tariff. Amounts past due hereunder shall bear interest as provided in Section 14 of the GT&C of the Tariff. Shipper shall pay all costs associated with the collection of such past due amounts including, but not limited to, attorneys' fees and court costs. Shipper hereby represents and warrants that the party executing this Agreement on its behalf is duly authorized and possesses all necessary corporate or other authority required to legally bind Shipper.
- 5.2) Do the parties agree that the provisions of Section 13.4 of the GT&C of Transporter's Tariff shall apply with respect to third-party transportation? No
- 5.3) Does this Agreement supersede, cancel, amend, restate, substitute or correct pre-existing Transportation Service Agreement(s) between the parties? Yes Effective April 1, 2021, this Agreement amends and restates Rate Schedule NNTS Transportation Service Agreement No. 1007978, originally effective September 1, 1993, as NNTS Transportation Service Agreement No. 1001017, as subsequently amended, restated and/or superseded prior to or as of the effective date hereof.
- 5.4) Is this Agreement entered into pursuant to and subject to CAPACITY RELEASE, Section 19 of the GT&C of Transporter's Tariff? No
- 5.5) Does this Agreement include any other terms/provisions permitted by the Tariff? Yes
  - a) See language denoted by double asterisks on Attachment B (p. 9 of 11), authorized by Section 1.1, GT&C, of Transporter's Tariff.
  - b) Pursuant to Section 2.10 of Rate Schedule NNTS, the parties agree that during Transporter's planned operational outages at the Delivery Points under the NNTS Agreement, to the extent Transporter deems economically and operationally feasible, Transporter will furnish, at its sole expense, rented CNG tank trucks, CNG bottles and/or other alternative supplies (not including the cost of the commodity), as Transporter deems appropriate, to maintain the availability of No-Notice service within applicable Contract Limitations; provided, however, such obligation shall not apply if other natural gas supplies are readily available to Shipper at physical interconnections between Shipper and Transporter to maintain service in the affected distribution system.
  - c) In accordance with Section 21.1 of the GT&C of the Tariff, the parties hereby agree that Shipper shall have a contractual "right of first refusal" (ROFR) which will provide to it the same rights and obligations regarding extending service under the Agreement as to reserved capacity on Transporter's system beyond the termination or expiration date as would be available to Shippers eligible to invoke the provisions of Section 21 of the GT&C of the Tariff, as on file and in effect from time to time.
  - d) Pursuant to Section 21.10, GT&C, of the Tariff, the parties have agreed to conversion to a discounted recourse rate transaction in connection with an extension of the term with respect to part of the capacity committed under the Service Agreement being extended and amended and also to disaggregate, reallocate, partition and/or consolidate certain capacity (including MRO and/or MDO rights) among Shipper's Service Agreements being renegotiated and/or confected contemporaneously herewith.
  - e) In accordance with Section 2.11 of Rate Schedule NNTS, the parties agree as follows:
    - (i) Transporter and Shipper shall meet to coordinate and plan utilization of the service, including the pattern and locations for sourcing gas receipts into the system and injections into storage (including FSS and base load FT if used in conjunction with NNTS to meet Shipper's city gate requirements). At least one month prior to the start of the Summer Period and Winter Period for each Storage Contract Year, the parties will endeavor to agree on the anticipated pattern and locations for sourcing gas receipts, injections and/or for withdrawals for the following period. If the parties cannot agree on a plan for the upcoming period, the plan for the previous Summer or Winter Period, as applicable, will remain in effect.

# AMENDED AND RESTATED RATE SCHEDULE NNTS TRANSPORTATION SERVICE AGREEMENT TSA No.: 1007978 (continued)

A. Notwithstanding the foregoing, Transporter may require Shipper to source gas supplies under FT TSA #1001017 and/or FT TSA #1011426 from the Receipt Points listed below, or other Receipt Points designated by Transporter on Transporter's Line CP. On one or more days during the months of December and January, Transporter may require Shipper to source up to 16,000 Dth/D at such Receipt Points under such Agreement(s). On one or more days during the months of November and February, Transporter may require Shipper to source up to 13,500 Dth/D at such Receipt Points under such Agreement(s). On one or more days during the months of March, April, May June, July, August, September, and October, Transporter may require Shipper to source up to 6,000 Dth/D at such Receipt Points under such Agreement(s).

Meter No.
822072
822070
822040
822050
822062
220090
220325
808762

- B. At least one month prior to the start of the Summer Period and Winter Period for each Storage Contract Year, the parties will endeavor to agree on the anticipated Receipt Points and quantities for each of the applicable periods described above in this subsection (i); provided, however, that Transporter reserves the right to adjust any such Receipt Points and quantities consistent with the terms of this subsection (i), at any time and from time to time as Transporter may determine necessary to respond to changes in operational conditions.
- (ii) Transporter shall provide written or electronic notice contemporaneously (or as soon thereafter as practicable) of any directive issued to Shipper with respect to utilization and operation of the NNTS service, identifying the need for the required action as among the following:
  - A. Deviation from mutually agreed monthly range for NNTS Working Gas Quantity as set forth in schedule to be provided to Shipper prior to October 1 of each Storage Contract Year.
  - B. Weather related (forecast low temperature at or below 35° F at 7:00 AM CST Weather.com for Shreveport airport or, if unavailable, an agreed upon substitute) for the Day before the Gas Day.

As part of the coordination of Shipper's services described in Section 5.5) e) (i) above, to the extent such forecast low temperature occurs during the months of November, December, January, February, or March, Transporter may require Shipper to source gas supplies of up to 20,000 Dth/D at the Receipt Points specified in Section 5.5) e) (i) A. above, or other designated Receipt Points.

- C. Whether Shipper (or Asset Manager, if applicable) is scheduling base load service to meet anticipated city gate base daily demand consistent with the contemplated mix of base load services (no more than 60% initially, but subject to adjustment via procedures set forth in (i) above, of deliveries under FT TSA No. 1001017 to be sourced from withdrawals under FSS TSA No. 1100029).
- D. Other operational events (as posted on Transporter's Web Site) affecting Transporter's system and ability to provide combined services to Shipper.

# AMENDED AND RESTATED RATE SCHEDULE NNTS TRANSPORTATION SERVICE AGREEMENT TSA No.: 1007978 (continued)

The foregoing provisions shall not diminish Transporter's rights under Sections 3.1 and 3.2 of Rate Schedule NNTS. The provisions of this subsection (ii) shall not be construed as a limitation when Transporter has invoked the provisions of Section 20, GT&C of Transporter's Tariff, or during events of force majeure, as defined in Section 8, GT&C of Transporter's Tariff.

- All modifications, amendments or supplements to the terms and provisions hereof shall be effected only by supplementary written (or electronic, to the extent Transporter permits or requires) consent of the parties.
- SIGNATURE: This Agreement constitutes a contract with Transporter for the transportation of natural gas, subject to the terms and conditions hereof, the General Terms and Conditions attached hereto, and any attachment referenced herein, all of which are incorporated herein by reference and made part of this Agreement.

### **ENABLE GAS TRANSMISSION, LLC**

By: Rodney J. Sailor
Title: President & CEO
Date: May 5, 2020

CENTERPOINT ENERGY RESOURCES CORP., D/B/A CENTERPOINT ENERGY LOUISIANA GAS

Name: Scott Doyle

Title: Executive VP

Date: PM CDT



JFC JEC







### **GENERAL TERMS AND CONDITIONS**

- 1. This Agreement shall be subject to the provisions of Rate Schedule NNTS as well as the General Terms and Conditions ("GT&C") set forth in Transporter's Tariff, as on file and in effect from time to time, all of which by this reference are made a part hereof.
- 2. In accordance with Section 12.2 of the GT&C of Transporter's Tariff, Transporter 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, and as set forth in said Rate Schedule and in said GT&C of Transporter's Tariff, in accordance with the Natural Gas Act or other applicable law. Nothing contained in the foregoing provision shall preclude or prevent Shipper from protesting any such changes or modifications; however, Shipper agrees to pay all rates and charges, and to comply with all terms and conditions, in effect under the Tariff.
- 3. Upon Shipper's failure to pay when due all or any part of amounts billed in connection with services rendered or to comply with the terms of this Agreement, Transporter may terminate this Agreement and/or suspend service, as appropriate, in accordance with the provisions of Section 14 of the GT&C of Transporter's Tariff.
- 4. In accordance with Section 21.1 of the GT&C of Transporter's Tariff, upon termination hereof for whatever reason, Shipper agrees to stop delivering gas to Transporter for service and, unless otherwise agreed by Transporter, to seek no further service from Transporter hereunder. Shipper agrees to cooperate with and assist Transporter in obtaining such regulatory approvals and authorizations, if any, as are necessary or appropriate in view of such termination and abandonment of service hereunder.
- Except as otherwise permitted in the Tariff, and in accordance with Section 19 of the GT&C of Transporter's Tariff, this Agreement shall not be assigned by Shipper in whole or in part, nor shall Shipper agree to provide services to others by use of any capacity contracted for under the Agreement, without Transporter's prior written consent. In addition to all other rights and remedies, Transporter may terminate the Agreement immediately if it is assigned by Shipper or if Shipper subcontracts the capacity to others contrary to the provisions hereof, 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. Shipper may request that Transporter consent to Shipper's assignment of this Agreement to an entity with which Shipper is affiliated subject to the assignee's satisfaction of the criteria in Section 14 of the GT&C of Transporter's Tariff, in the situation in which, for firm agreements, after Shipper obtains the Agreement, a corporate reorganization results in a transfer to an affiliate of the function for which the capacity was obtained. Any person which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of either party hereto, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement; and either party may assign or pledge this Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment or similar instrument which it has executed or may execute hereafter.
- 6. In accordance with Section 5.7(e) of the GT&C of Transporter's Tariff, termination of this Agreement shall not relieve either party of any obligation that might otherwise exist to cash-out or correct any Imbalance hereunder (including payback of, and/or removal or withdrawal of parked or stored, quantities) nor relieve Shipper of its obligation to pay any monies due hereunder to Transporter and any portions of this Agreement necessary to accomplish such purposes shall be deemed to survive for the time and to the extent required.
- 7. In accordance with Sections 2.1 and 2.2 of Rate Schedule NNTS of Transporter's Tariff, subject to the provisions of the Tariff, any quantity limitations set forth in the Agreement, and other provisions of this Agreement, Transporter shall receive, transport, store and/or deliver, for the account of Shipper for the purposes contemplated herein, on a firm basis a quantity of Gas up to the quantity or quantities specified in the Agreement.
- 8. Any notice, statement, or bill provided for in this Agreement shall be in writing (or provided electronically via the Internet to the extent Transporter permits or requires) and shall be considered as having been given if hand delivered, or, if received, when mailed by United States mail, postage prepaid, to the addresses specified herein, or such other addresses as either party shall designate by written notice to the other. Additionally, notices shall be considered as having been given, if received, when sent via facsimile or through electronic data interchange.
- 9. References in this Agreement, or any Attachment hereto, to a specific Rate Schedule (or section thereof) or section of the GT&C of Transporter's Tariff shall be deemed to include any successor provisions, as applicable.
- 10. In accordance with Sections 2.2 and 5.3 of Rate Schedule NNTS, Gas shall be (i) tendered to Transporter for transportation hereunder at the Point(s) of Receipt and (ii) delivered by Transporter after transportation to Shipper, or for Shipper's account, at the Point(s) of Delivery on the terms and at the points shown in this Agreement. Subject to the provisions of the Tariff, Transporter shall tender for delivery quantities of Gas thermally-equivalent to those delivered by Shipper, less Fuel Use and LUFG or Alternate Fuel Retentions, as applicable, retained.

### ATTACHMENT A

Shipper agrees to pay the rates specified on this Attachment A for performance of certain gas transportation service under the Transportation Service Agreement(s) specified above. These rates are applicable only in accordance with the following:

### RATES AND APPLICABILITY:

- General: In consideration for Shipper's continuing compliance with the provisions of the Transportation Service (a) Agreement(s) ("Agreement") specified above, the transportation rates and charges as defined below for the specified services provided under the Agreement only apply to receipts from, and subsequent deliveries to, the Points of Receipt and Delivery, quantities and/or time periods described herein and to reserved capacity necessary to effect such service. In addition to any rate or amount referred to herein (including discounted rates, Negotiated Rates, overrun rates and maximum Tariff rates), except as specifically provided otherwise herein, Shipper shall provide or pay and Transporter shall retain or charge Fuel Use and LUFG and/or Storage Fuel Use and LUFG, as applicable, allowances or charges (including the EPC surcharge) in such quantities or amounts as authorized from time to time by the Tariff and, shall pay any applicable charges, penalties, surcharges, fees, taxes, assessments and/or direct billed amounts provided for in the Tariff. In any event, the rate in any Month shall never be below Transporter's applicable minimum Tariff rate for a discount rate transaction. For a Negotiated Rate transaction, the rate in any month shall never be below Transporter's applicable minimum Tariff rate, unless Transporter otherwise agrees. Transporter shall not be responsible for the payment and satisfaction of any taxes assessed or levied on the receipt, transmission (and any activities in connection therewith), delivery, use and/or consumption with respect to Gas delivered or received by Shipper, unless Transporter agrees otherwise.
- (b) Points: The Receipt Point(s) and the Delivery Point(s) eligible for the rates specified herein shall be:

The Receipt Point(s) eligible for the rates initially specified in this Attachment A shall be those listed in Section 3 and/or Attachment B of the Agreement (as in effect on April 1, 2021), all generally available points and Pools in the South Pooling Area, the Receipt Points specified in Section 5.5) e) (i) A. above, and such other Receipt Points in the Line CP Pooling Area as Transporter may designate from time to time, all within applicable Receipt Entitlements. Additionally, the specified rates shall continue to apply if Shipper, pursuant to Section 5.1(a)(i)(5) of the General Terms and Conditions of the Tariff and in accordance with the Tariff capacity allocation procedures and subject to the availability of capacity, requests and is granted a change in, or substitution of, Primary Receipt Points or a shift in quantities among such points within applicable Receipt Entitlements.

The Delivery Point(s) eligible for the rates initially specified in this Attachment A shall be those listed in Section 3 and/or Attachment B of the Agreement (as in effect on April 1, 2021); the specified rates shall continue to apply if Shipper, pursuant to Section 5.4(a)(iv) of the General Terms and Conditions of the Tariff and in accordance with the Tariff capacity allocation procedures and subject to the availability of capacity, requests and is granted a change in or substitution of Primary Delivery Points or a shift in quantities among such points so long as any such Primary Delivery Points, as aggregated, are located at Shipper's town border stations serving its Louisiana local distribution facilities.

(c) Description of Nate. Negotiated Nate Discounted Nate (Designat	(c)	Description of Rate:	Negotiated Rate	Discounted Rate	<u>X</u>	(Designate one
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The rate which Transporter shall bill and Shipper shall pay under the NNTS Agreement for transport services between the Receipt and Delivery Points specified in (b) above up to applicable Contract Limitations (as in effect on April 1, 2021) shall be a monthly Reservation Fee of the lower of: (1) \$7.8804 or (2) Transporter's maximum applicable Reservation Fee, per Dth of Contract Delivery Demand, plus the maximum applicable Commodity Rate, for each Dth delivered. However, Shipper shall not be charged or required to pay GRI or its equivalent (only to the extent the charge is voluntary and discountable prior to any other component of the rate), ACA, GT&C Section 13.4, Order No. 528 and Order No. 636 transition cost surcharges; provided, however, if during the term of this Agreement, Transporter files for a surcharge mechanism as contemplated by FERC's Policy Statement in Docket No. PL15-1, or any subsequent issuance, and Transporter proposes to include language limiting Shipper's obligation to its proportionate share of recoverable costs based on Shipper's proportion of total billing determinants on Transporter's system, then, in addition to the rates specified hereinabove, Shipper also shall pay any surcharge or add-on amount which FERC permits Transporter to collect from shippers to recover such costs.

### ATTACHMENT A (continued)

If Shipper uses any points other than those set forth in (b) above, then the Reservation Fee applicable for the entire Contract Delivery Demand for the remainder of the Service Month shall be increased to an amount equivalent to 110% of the then-current Reservation Fee being charged to Shipper per Dth of Contract Delivery Demand if applied for an entire month. Shipper shall pay a Reservation Fee each month based on the Dth of Contract Delivery Demand specified in the NNTS Agreement, regardless of the quantity of gas transported during the Service Month.

(d) Term of Rate: Begin Date(s): April 1, 2021

End Date(s): The end of the Day on March 31, 2030

(e) Authorized Overrun: Unless Transporter agrees otherwise, the rate for any authorized Overrun quantities shall be the maximum applicable Tariff Overrun Rate.

### (f) Rate-Related Provisions:

- (i) Consideration for Rate Granted: Transporter agrees to the rates defined by this Attachment in exchange for Shipper's agreement to forego credits or other benefits to which Shipper would otherwise be entitled, but only to the extent such credits or benefits would result in a greater economic benefit over the term of this Attachment than that represented by the agreed-upon rate. Accordingly, unless Transporter otherwise agrees, Shipper will not receive credits (with the exception of (1) penalty revenue credits provided pursuant to Section 31 of the General Terms and Conditions of Transporter's Tariff, and (2) capacity release credits) from rates, refunds or other revenues collected by Transporter or Shipper if to do so would effectively result in a lower rate or greater economic benefit to Shipper; provided, however, that (1) for a Shipper taking service under a discount or recourse rate agreement, the rate in any month shall never be above Transporter's applicable maximum Tariff rate, and (2) Transporter and a Shipper taking service under a Negotiated Rate agreement can agree pursuant to Section 19.8 of the General Terms and Conditions of Transporter's Tariff that Transporter will retain some or all of the capacity release credits to the extent those credits exceed the amount of the Shipper's invoiced demand component. If the parties' agreement to the foregoing is determined invalid or if Shipper seeks to obtain credits or benefits inconsistent therewith, unless Transporter otherwise agrees, it will have the right to immediately terminate or modify any provisions of this Attachment that would allow Shipper to pay amounts less than the maximum applicable Tariff rate.
- Limitation on Agreed Upon Rate: Unless Transporter agrees otherwise, if at any time receipts and/or deliveries are initially sourced into the system, nominated, scheduled and/or made, by any means or by operation of any Tariff mechanisms, with respect to the capacity obtained by, through or under the Agreement at points, or under conditions, other than those specified herein or on this Attachment, then as of such date, and for the remainder of the Service Month in which such non-compliance occurred, or the remainder of the term of the Agreement, whichever is shorter, Shipper shall be obligated to pay no less than the maximum applicable Tariff rates for service under the Agreement. This limitation shall not apply to the extent that Transporter has requested Shipper to receive and/or deliver other than as specified herein or on this Attachment. Such request may be made via e-mail, in writing, or via Internet Web Site posting, and the document in which such request is made shall be deemed to amend this Agreement to the extent applicable.
- (iii) Regulatory Authority: This Attachment is subject to Section 16 of the GT&C of Transporter's Tariff. Transporter and Shipper hereby acknowledge that this Attachment is subject to all valid and applicable federal and local laws and to the orders, rules and regulations of any duly constituted federal or local regulatory body or governmental authority having jurisdiction. Any provision of this Attachment which is determined by any court or regulatory body having jurisdiction to be invalid or unenforceable will be ineffective to the extent of such determination only, without invalidating, or otherwise affecting the validity of, the remaining provisions. Unless the parties agree otherwise, if Transporter has made a good faith determination that a federal or local law, or order, rule or regulation of any governmental authority having or asserting jurisdiction (1) requires performance by Transporter that is inconsistent with the terms of this Attachment, or (2) conditions or prohibits the granting of selective discounts or other rates specified in paragraph (c) of this Attachment, then Transporter may provide notice that

ATTACHMENT A (continued)

it intends to renegotiate this Attachment. If the parties fail to reach agreement within forty-five (45) days of any renegotiation notice given pursuant to the terms of this paragraph, then: (1) the rate provisions of this Attachment shall be terminated, and the rate for service under this Attachment shall be Transporter's applicable maximum Tariff rate, or (2) if Transporter's applicable maximum Tariff rate is greater than the rate for service under this Attachment, at the Shipper's option, the Agreement and Attachment shall terminate. The effective date of this renegotiation or termination shall be first day of the month following the end of the 45-day renegotiation period; provided, however, that the effective date will comply with the requirements of the applicable federal or local law, or order, rule or regulation of any governmental authority having or asserting jurisdiction.

- (iv) Entire Agreement: This Attachment shall supplement the Agreement with respect to the matters agreed to, and shall constitute the entire understanding of the parties relating to said matters as of the effective date stated herein. All prior agreements, correspondence, understandings and representations (other than any applicable Electronic Contracting Access Agreement) are hereby superseded and replaced by this Attachment and the Agreement unless otherwise specified. Except as otherwise provided herein, all terms used herein with initial capital letters are so used with the respective meanings ascribed to them in Transporter's Tariff.
- (v) Failure to Exercise Rights: Failure to exercise any right under this Attachment or the Agreement shall not be considered a waiver of such right in the future. No waiver of any default in the performance of this Attachment or the Agreement shall be construed as a waiver of any other existing or future default, whether of a like or different character.

Executed by a duly authorized representative of each party hereto, in the space provided below:

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### **ENABLE GAS TRANSMISSION, LLC**

7 1 5 6

By:	D	
Name:	Rodney J. Sailor	
Title:	President & CEO	
Date:	May 5, 2020	

SHIPPER:

CENTERPOINT ENERGY RESOURCES CORP., D/B/A CENTERPOINT ENERGY LOUISIANA GAS

Docusign	^					
Name: <sub>C8B</sub>	,		Sco	ott	Doyle	
Title:					Executive	VF
Date: 5/4	/2020	9:21	PM	CD:	Г	

TSA No.: 1007978

### ATTACHMENT B

### Receipt Point(s)\*:

Shipper and Transporter may mutually agree to modify the Primary Receipt Point(s) and/or associated Maximum Receipt Obligation(s) subject to Shipper's commitments as outlined in Section 5.5 e) (i) and (ii) of this Agreement, capacity availability, and any required capacity postings or other terms as required by Transporter's Tariff.

South Pooling Area

27,612 Dth/D

Primary Receipt Point(s):

Maximum Receipt Obligation (Dth/D)

TGT PV Core Rec (Meter No. 12143) Waskom Plant Tailgate (Meter No. 805228) 16,000 5.622

Receipt Point(s)\*:

Receipt Quantity (Dth/D)

All generally available points and Pools located 5,990

in the South Pooling Area

Line CP Pooling Area 20,000 Dth/D

Primary Receipt Point(s):

Maximum Receipt Obligation (Dth/D)

Magnolia Gas-Keatchie (Meter No. 822040) 10,000 CHK/Lamid-Mansfield (Meter No. 822050) 10,000

> **TOTAL** 47,612

Shipper agrees that it will source its flowing supplies quantities in accordance with Transporter's instructions, including the terms listed in Section 5.5 e) (i) and (ii) of this Agreement.

\*Absent designation of MRO's for any specific physical Point of Receipt, Transporter shall have no obligation to permit Shipper to utilize any such Point of Receipt or to receive any specific quantities on Shipper's behalf at such point.

### Delivery Point(s):

Shipper and Transporter may mutually agree to modify the Primary Delivery Points and/or associated Maximum Delivery Obligations subject to capacity availability, and any required capacity postings or other terms as required by Transporter's Tariff.

Primary Delivery Point(s)

Maximum Delivery Obligation (Dth/D)

Administrative Delivery Area 2\*\*

47.612

TOTAL

47.612

The Maximum Delivery Obligation for each Administrative Delivery Area will be the sum of Meter Quantities listed and associated with the applicable Administrative Delivery Area.

\*\* Pursuant to Section 1.1, GT&C, of Transporter's Tariff, MDO's have been assigned to groups of Delivery Points referred to as Administrative Delivery Areas ("ADA"). Subject to any operational, physical or contractual limitations which may affect specific Delivery Points or facilities located within an ADA, Shipper will submit nominations to Transporter for an ADA and may vary deliveries among the Delivery Points within an ADA, provided that the total nominations or deliveries do not exceed in aggregate the Maximum Delivery Obligation for an ADA. In no event shall Transporter be obligated to deliver on any Day a quantity at any of the specified meters for each specific Delivery Point as detailed on Attachment B-1 that exceeds the respective quantities shown for such meter; provided, however, that Transporter may, at any time, and from time to time, provide Shipper with a substitute Attachment B-1 reflecting updated information regarding Meter Numbers and Meter Quantities comprising one or more ADAs. which shall be incorporated into the Agreement, superseding and canceling the prior Attachment B-1.

ATTACHMENT B (continued)

Executed by a duly authorized representative of each party hereto, in the space provided below:

### TRANSPORTER:

### **ENABLE GAS TRANSMISSION, LLC**

By: Name: Rodney J. Sailor President & CEO Title: May 5, 2020 Date:

JFC
JFC
KK

CA
ST

### SHIPPER:

CENTERPOINT ENERGY RESOURCES CORP., D/B/A CENTERPOINT ENERGY LOUISIANA GAS

Scott Doyle Executive VP 5/4/2020 9:21 PM CDT Date:

WMK

### ATTACHMENT B-1 EFFECTIVE AS OF APRIL 1, 2021

The Delivery Points aggregated into each Administrative Delivery Area and the associated Meter Quantities for each are specified below:

<u>Delivery Point(s)</u> <u>Meter No.</u> <u>Meter Quantity (Dth/D)</u>

Administrative Delivery Area 2

The Delivery Points, Meter Numbers and Meter Quantities listing will be completed prior to April 1, 2021 and will be updated as needed on a prospective basis.



### ATTACHMENT A-1 EFFECTIVE AS OF APRIL 1, 2021

The Delivery Points aggregated into each Administrative Delivery Area and the associated Meter Quantities for each are specified below:

Delivery Point(s)	Meter No.	Winter Meter Quantity (Dth/D)	Shoulder Meter Quantity (Dth/D)	Summer Meter Quantity (Dth/D)	
Administrative Delivery Area 2					
RURAL TAPS 444704 RE 1274 70TH ST-MERIWEATHER TB ARCADIA TB NO 1 ARCADIA TB NO 2 ARCADIA TB NO 2 ARCADIA TB H3 BENTON/HWY #3-CRTHSE BLD BENTON/PALMETTO-LKVIEW BERNICE LA 08-06 BERNICE TB NO 3 BERNICE TB NO 3 BERNICE TB NO 2 08-06 BETHANY HWY 169 T.B. BETHANY TB #2 BLACRD/HWY #173-CHOT BYU BLACRD/PIN HIL-JUILITTE BLANCHARD TB #4 BOSSIER/AIRLINE-CHANTEL CDR GRV/ARGYLE-UNION CHOUDRANT TOWN BORDER 1 CLAY TOWN BORDER #1 ELM GRV/HWY #71* FAIRGRND/FAIR ST STDM FARMERVILLE TB #3 FARMERVILLE TB NO 2 FETZER/LKSHORE-JEWELLA FLRNYLUCS-BUNCOMB FLRNYLUCS-RANCH LN	4014 35715 611771 611772 612714 83753 283709 44710 68729 244740 38214 38215 38753 44705 38706 38755 44208 44209 36203 612702 85700 20200 20201 38206 629201 61757 61715 38200 35202 36204	Meter Quantity (Dth/D)  1,826 38 319 241 241 148 870 355 380 105 143 284 284 66 23 76 451 7,026 7,026 9 11 23 1,550 1,550 1,215 839 169 425 2,778 831 1,742	1,096 23 191 145 145 145 89 522 213 228 63 86 170 170 40 14 46 271 4,216 4,216 5 7 14 930 930 729 503 101 255 1,667 499 1,045	Meter Quantity (Dth/D)  730 15 128 96 96 95 348 142 152 42 57 114 114 26 9 30 180 2,810 2,810 4 4 9 620 620 486 336 68 170 1,111 332 697	
GAYLES/OLIN HWY 1 #1	20600	3,837	2,302	1,535	
GAYLES/OLIN HWY 1 #1	20601	3,837	2,302	1,535	
GIBSLAND TB	611759	352	211	141	
GREENWD/BUNCMB RD	35746	209	125	84	
HAUGHTON/HWY #157 SO HAYNESVILLE/HWY #615 WST HOLLYWOOD/HEARN HOLLYWOOD-BUNCOMB #1-1 HOLLYWOOD-BUNCOMB #1-2 HOMER/HWY #79-HARRIS HOMER/HOM MAIN-W SIDE DR HWY 80 W/DOYLINE TB	283701	674	404	270	
	611220	849	509	340	
	36200	1,003	602	401	
	36201	97	58	39	
	35208	365	219	146	
	35209	731	439	292	
	612705	182	109	73	
	611779	995	597	398	
	44730	510	306	204	
HWY #173-COOPER RD	38207	944	566	378	
IDA TOWN BORDER	10292	100	60	40	
JEWELLA RD TB #2-1	38216	3,160	1,896	1,264	

<sup>\*</sup>Deliveries are contingent upon adequate receipts from the Elm Grove Summary (Meter No. 805626).

## ATTACHMENT A-1 EFFECTIVE AS OF APRIL 1, 2021 (continued)

Delivery Point(s)	Meter No.	Winter <u>Meter Quantity (Dth/D)</u>	Shoulder Meter Quantity (Dth/D)	Summer Meter Quantity (Dth/D)		
Administrative Delivery Area 2 continued						
Administrative Delivery Area 2 contours of the state of t	38217 36705 83116 35750 67700 444709 44204 44205 38720 35216 38732 38726 283710 35723 44723 44703 44760 444733 283711 612711 61705 38756 44206 83206 44727 244734 444723 85713 110703 61701 611709 20100 38730 38702 83722 61708	3,160 560 1,502 488 212 407 2,155 2,155 206 1,463 86 94 124 1,203 62 78 9 103 7 290 43 83 430 973 343 286 1,383 23 7 21 27 186 9 387 15 30	1,896 336 901 293 127 244 1,293 1,293 1,293 124 878 52 56 74 722 37 47 5 62 4 174 26 50 258 584 206 172 830 14 4 13 16 112 5 232 9 18	1,264 224 601 195 85 163 862 862 862 82 585 34 38 50 481 25 31 4 41 3 116 17 33 172 389 137 114 553 9 3 8 11 74 4 155 6 12		
RE 239/HWY #151 NO-I-20 RE 257 #1 RE 257 #2	61758 61748 34708	50 21 115	30 13 69	20 8 46		
RE 292 RE 3/HWY #538 RE 3/HWY #1-PIN HIL RD RE 3/ROY-PRIM BAPT CH RE 3/SUNSET ACRES PARK RE 347 RE 351/CAPLES-LAKE RD RE 351/HWY #3033 NE #34	61738 83732 44715 44721 83754 44746 34700 34701	9 244 1,041 504 60 56 30 24	5 146 625 302 36 34 18	4 98 416 202 24 22 12		
RE 352/HWY #34 RE 353/HWY #557-RED CUT	34702 34703	127 114	76 68	51 46		

### ATTACHMENT A-1 EFFECTIVE AS OF APRIL 1, 2021 (continued)

Delivery Point(s)	Meter No.	Winter Meter Quantity (Dth/D)	Shoulder Meter Quantity (Dth/D)	Summer Meter Quantity (Dth/D)		
Administrative Delivery Area 2 continued						
RE 520 #1 RE 562/BLACRDLATX-KNGWD RE 574/KEACHIE-MARSHL RE 629 RE 66/WATTS-LINWOOD AVE RE 67/MCARY-ST VINCENTS RE 797 RE 959 RINGGOLD/KENNY-RYAN ST RUSTON TB #20 RUSTON TB #11 RUSTON TB #11 RUSTON TB #18 RUSTON TB #19 RUSTON TB A RUSTON TB A RUSTON TOWN BORDER #1 RUSTON TOWN BORDER #1 RUSTON TOWN BORDER #17 RUSTON TOWN BORDER B S TO S'PORT LOOP TB SIBLEY DUBBERLY TB SIMPSON RD TB #2 SIMSBORO TB 1A SLACK PARK-ACCESS RD SOUTH PERRIN ST TB SOUTH PERRIN ST TB SPRING/HWY #802-#7	44726 83758 35703 244741 36701 36702 61769 612701 44716 444725 85200 85201 611716 611744 611224 611222 611223 611700 85711 612712 611719 44643 83208 83209 44762 38754 38757 611200 36722 83204 83205 83765	33 252 43 66 192 42 62 68 415 89 586 586 586 33 388 1,157 1,750 425 425 1,032 491 784 980 1,469 12,955 12,955 12,955 180 3,651 359 378 276 250 249 452	20 151 26 40 115 25 37 41 249 53 352 352 20 233 694 1,050 255 255 619 295 470 588 881 7,773 7,773 108 2,191 215 227 166 150 149 271	13 101 17 26 77 17 25 27 166 36 234 234 13 155 463 700 170 170 413 196 314 392 588 5,182 5,182 72 1,460 144 151 110 100 100 100 181		
STONEWALL TB SWAN LAKE TB PR SWAN LAKE TB SEC VIVIAN # 2 TB VIVIAN #1 TB VIVIAN TOWN BORDER #3 VIVIAN TOWN BORDER #4 W ELE/ARDISTAYLOR-TECW W ELE/ARDISTAYLOR-TECWY	35214 44210 44211 80747 80748 38723 38725 35751 35728	1,005 2,002 46 293 286 433 27 2,550 2,480	603 1,201 28 176 172 260 16 1,530 1,488	402 801 18 117 114 173 11 1,020 992		

73,253

48,836

122,089

**Total Administrative Delivery Area 2** 

### ATTACHMENT A-1 EFFECTIVE AS OF APRIL 1, 2021

The Delivery Points aggregated into each Administrative Delivery Area and the associated Meter Quantities for each are specified below:

Delivery Point(s)	Meter No.	Meter Quantity (Dth/D)			
Administrative Delivery Area 2					
RURAL TAPS 444704 RE 1274 70TH ST-MERIWEATHER TB ARCADIA TB NO 1 ARCADIA TB NO 2 ARCADIA TB #3 BENTON/HWY#3-CRTHSE BLD BENTON/PALMETTO-LKVIEW BERNICE LA 08-06 BERNICE TB NO 3 BERNICE TB NO 2 08-06 BETHANY HWY 169 T.B. BETHANY HWY 169 T.B. BETHANY TB #2 BLACRD/HIN HIL-JUILITTE BLANCHARD TB #4 BOSSIER/AIRLINE-CHANTEL BOSSIER/AIRLINE-CHANTEL CDR GRV/ARGYLE-UNION CHOUDRANT TOWN BORDER 1 CLAY TOWN BORDER #1 FAIRGRND/FAIR ST STDM FARMERVILLE TB #3 FARMERVILLE TB #3 FARMERVILLE TB NO 2 FETZER/LKSHORE-JEWELLA FLRNYLUCS-BUNCOMB FLRNYLUCS-BUNCOMB FLRNYLUCS-RANCH LN GAYLES/OLIN HWY 1 #1 GAYLES/OLIN HWY 1 #1 GHESLAND TB GREENWD/BUNCMB RD HAUGHTON/HWY #157 SO HAYNESVILLE/HWY #615 WST HOLLYWOOD/HEARN HOLLYWOOD-BUNCOMB #1-1 HOLLYWOOD-BUNCOMB #1-2 HOMER/HWY #79-HARRIS HOMER/NO MAIN-W SIDE DR HWY 80 W/DOYLINE TB HWY #173-COOPER RD IDA TOWN BORDER JEWELLA RD TB #2-1 JEWELLA RD TB #2-1 JEWELLA RD TB #2-2 KEITHYL/MAYO-WALLACE LK LINE S TO LA LNT LINWOOD/SO OF BARRON MARION LA 04-28	4014 35715 611771 611772 612714 83753 283709 44710 68729 244740 38214 38215 38753 44705 38706 38755 44208 44209 36203 612702 85700 38206 629201 61757 61715 38200 35202 36204 20600 20601 611759 35746 283701 611220 36200 36201 35746 283701 611220 36200 36201 35202 36204 20600 20601 611779 44730 36200 36201 35208 35209 612705 611779 44730 38207 10292 38216 38217 36705 83116 35750 67700	148 3 26 20 20 12 70 29 31 9 11 23 23 5 2 6 36 695 695 1 1 1 2 99 68 14 34 225 67 141 311 311 311 29 17 54 69 81 8 30 59 15 81 41 76 8 256 256 45 122 40 17			
MINDEN TB #6 MINDEN TOWN BORDER 3	444709 44204	33 175			

### ATTACHMENT A-1 EFFECTIVE AS OF APRIL 1, 2021 (continued)

### ATTACHMENT A-1 EFFECTIVE AS OF APRIL 1, 2021 (continued)

Delivery Point(s)	Meter No.	Meter Quantity (Dth/D)			
Administrative Delivery Area 2 continued					
RUSTON TOWN BORDER #1 RUSTON TOWN BORDER #1 RUSTON TOWN BORDER #10 RUSTON TOWN BORDER #12 RUSTON TOWN BORDER #17 RUSTON TOWN BORDER #17 RUSTON TOWN BORDER #7 RUSTON TOWN BORDER B S TO S'PORT LOOP TB SIBLEY DUBBERLY TB SIMPSON RD TB #1 SIMPSON RD TB #2 SIMSBORO TB 1A SLACK PARK-ACCESS RD SOUTH PERRIN ST TB SOUTH PERRIN ST TB SPRING/HWY #802-#7 STONEWALL TB SWAN LAKE TB PR SWAN LAKE TB SEC VIVIAN # 2 TB VIVIAN TOWN BORDER #3 VIVIAN TOWN BORDER #4	611222 611223 611700 85711 612712 611719 44643 83208 83209 44762 38754 38757 611200 36722 83204 83205 83765 35214 44210 44211 80747 80748 38723 38725	34 34 84 40 63 79 119 1,051 1,051 15 296 29 31 22 20 20 20 37 82 162 4 24 23 35 2			
W ELE/ARDISTAYLOR-TECW W ELE/ARDISTAYLOR-TECWY	35751 35728	207 201			

Total Administrative Delivery Area 2

9,899

### ATTACHMENT B-1 EFFECTIVE AS OF APRIL 1, 2021

The Delivery Points aggregated into each Administrative Delivery Area and the associated Meter Quantities for each are specified below:

Delivery Point(s)	Meter No.	Meter Quantity (Dth/D)
Administrative Delivery Area 2		
RURAL TAPS 444704 RE 1274 70TH ST-MERIWEATHER TB ARCADIA TB NO 1 ARCADIA TB NO 2 ARCADIA TB NO 2 ARCADIA TB #3 BENTON/HWY #3-CRTHSE BLD BENTON/PALMETTO-LKVIEW BERNICE LA 08-06 BERNICE TB NO 3 BERNICE TB NO 2 08-06 BETHANY HWY 169 T.B. BETHANY TB #2 BLACRD/HWY #173-CHOT BYU BLACRD/PIN HIL-JUILITTE BLANCHARD TB #4 BOSSIER/AIRLINE-CHANTEL CDR GRV/ARGYLE-UNION CHOUDRANT TOWN BORDER 1 CLAY TOWN BORDER #1 FAIRGRND/FAIR ST STDM FARMERVILLE TB #3 FARMERVILLE TB #3 FARMERVILLE TB NO 2 FETZER/LKSHORE-JEWELLA FLRNYLUCS-BUNCOMB FLRNYLUCS-BUNCOMB FLRNYLUCS-RANCH LN GAYLES/OLIN HWY 1 #1 GAYLES/OLIN HWY 1 #1 GIBSLAND TB GREENWD/BUNCMB RD HAUGHTON/HWY #157 SO HAYNESVILLE/HWY #615 WST HOLLYWOOD/HEARN HOLLYWOOD/BUNCOMB #1-1 HOLLYWOOD/BUNCOMB #1-2 HOMER/HWY #79-HARRIS HOMER/NO MAIN-W SIDE DR HWY 80 W/DOYLINE TB HWY #173-COOPER RD IDA TOWN BORDER JEWELLA RD TB #2-1	4014 35715 611771 611772 6112714 83753 283709 44710 68729 244740 38214 38215 38753 44705 38706 38755 44208 44209 36203 612702 85700 38206 629201 61757 61715 38200 35202 36204 20600 20601 611759 35746 283701 611220 36200 36201 35208 35209 612705 611779 44730 38207 10292 38216 38217	712 15 124 94 94 94 58 339 138 148 41 56 111 111 25 9 30 176 3,345 3,345 3,345 3,345 3,345 3,345 3,345 3 4 9 474 327 66 166 1,083 325 679 1,497 1,497 1,497 1,497 1,37 82 263 331 392 38 142 285 71 388 199 368 39 1,232
JEWELLA RD T B #2-2 KEITHVL/MAYO-WALLACE LK LINE S TO LA LNT LINWOOD/SO OF BARRON	38217 36705 83116 35750	1,232 219 586 191
MARION LA 04-28 MINDEN TB #6 MINDEN TOWN BORDER 3	67700 444709 44204	83 159 840

## ATTACHMENT B-1 EFFECTIVE AS OF APRIL 1, 2021 (continued)

## ATTACHMENT B-1 EFFECTIVE AS OF APRIL 1, 2021 (continued)

Delivery Point(s)	Meter No.	Meter Quantity (Dth/D)			
Administrative Delivery Area 2 continued					
RUSTON TB #18 RUSTON TB #19 RUSTON TB A RUSTON TB A RUSTON TOWN BORDER #1 RUSTON TOWN BORDER #1 RUSTON TOWN BORDER #10 RUSTON TOWN BORDER #12 RUSTON TOWN BORDER #17 RUSTON TOWN BORDER #17 RUSTON TOWN BORDER #7 RUSTON TOWN BORDER B S TO S'PORT LOOP TB SIBLEY DUBBERLY TB SIMPSON RD TB #1 SIMPSON RD TB #1 SIMPSON RD TB #2 SIMSBORO TB 1A SLACK PARK-ACCESS RD SOUTH PERRIN ST TB SOUTH PERRIN ST TB SPRING/HWY #802-#7 STONEWALL TB SWAN LAKE TB PR SWAN LAKE TB PR SWAN LAKE TB SEC VIVIAN #2 TB VIVIAN #1 TB VIVIAN TOWN BORDER #3 VIVIAN TOWN BORDER #4 W ELE/ARDISTAYLOR-TECW W ELE/ARDISTAYLOR-TECWY	611716 611744 611224 611225 611222 611223 611700 85711 612712 611719 44643 83208 83209 44762 38754 38757 611200 36722 83204 83205 83765 35214 44210 44211 80747 80748 38723 38725 35751 35728	13 152 451 682 166 165 403 191 305 382 573 5,052 5,052 71 1,424 140 147 107 98 97 176 392 781 18 114 112 169 10 995 967			

**Total Administrative Delivery Area 2** 

47,612