First Revised Sheet No. 1-3A.1/27 Replacing: Original Sheet No. 1-3A.2/27 CenterPoint Energy Resources Corp. d/b/a CenterPoint Energy Arkansas Gas (Name of Company) Kind of Service: Natural Gas Class of Service: Large Commercial PART I – Rate Schedule No. 3 Appendix Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX Effective: September 1, 2017 LARGE VOLUME COMMERCIAL CUSTOMER AGREEMENT (System Supply Option) THIS AGREEMENT (the "Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between CenterPoint Energy Resources Corp. d/b/a CenterPoint Energy Arkansas Gas hereinafter referred to as "Company," and a corporation, hereinafter referred to as "Customer," WITNESSETH THAT: WHEREAS, Company is a local distribution company; and WHEREAS, Customer owns or operates a facility and has requested natural gas service under Company's Rate Schedule No. 3, Large Commercial Firm Service (hereinafter referred to as "LCS-1"); NOW THEREFORE, Company agrees to provide the services to Customer as hereinafter set forth and Customer agrees to pay for such services and comply with the provisions hereof, on the following terms and conditions: Incorporated Cities of Texarkana, Nash, Redwater and Wake Village, Texas

<u>First Revised</u> Sheet No. <u>1-3A.2/27</u>

Replacing: Original Sheet No. 1-3A.2/27

CenterPoint Energy Resources Corp.

d/b/a CenterPoint Energy Arkansas Gas

(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX | Effective: September 1, 2017

# ARTICLE I SUPPLY OPTION

<u>Section 1.1</u> – Customer has selected the System Supply Option ("SSO") under LCS-1 pursuant to which Customer will be delivered natural gas supply designated as general system supply of Company for the term of this Agreement.

# ARTICLE II TERM

Section 2.1 – This Agreement shall remain in force for a primary term beginning and ending \_\_\_\_\_\_, and from year to year thereafter unless terminated by either party by a minimum of sixty (60) days' written notice prior to the end of the primary or any succeeding term.

# ARTICLE III POINT OF DELIVERY

<u>Section 3.1</u> – Company shall deliver gas to Customer at the outlet of Company's facilities at the Point(s) of Delivery designated on Exhibit "A" hereto.

# ARTICLE IV QUANTITIES

<u>Section 4.1</u> – As used herein, the following terms shall have the following meanings:

Maximum Daily Winter Quantity ("MDWQ") shall mean the total maximum MMBtu which Company shall be obligated to deliver on a firm basis on any given day on behalf of Customer during the period November through March of each year.

Incorporated Cities of Texarkana, Nash, Redwater and Wake Village, Texas

First Revised Sheet No. 1-3A.3/27

Replacing: Original Sheet No. 1-3A.3/27

CenterPoint Energy Resources Corp.

d/b/a CenterPoint Energy Arkansas Gas

(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX | Effective: September 1, 2017

Maximum Hourly Quantity ("MHQ") shall mean the maximum MMBtu Company is obligated to deliver or receive in any single hour.

Average Daily Volume shall be calculated by dividing the annual volume by 365.

<u>Section 4.2</u> – The Maximum Daily Winter Quantity ("MDWQ"), the Maximum Hourly Quantity ("MHQ") and the Average Daily Volume applicable to services rendered under this Agreement are set forth on Exhibit "A" hereto.

<u>Section 4.3</u> – The MDWQ and Average Daily Volume may be adjusted pursuant to the provisions of Part 3.2.4. of LCS-1.

# ARTICLE V RATES

<u>Section 5.1</u> – Customer shall pay to Company each month for all services rendered hereunder the charges, fees, surcharges, taxes, penalties, balancing charges, adjustments and assessments provided for in LCS-1 and associated riders, as on file and in effect from time to time.

<u>Section 5.2</u> - The capacity demand ("CD") shall be the billing determinant for distribution demand charges and gas supply demand charges. Each individually metered point of delivery shall have a CD equal to the higher of (i) the MDWQ, subject to the maximum quantities provision in LCS-1; (ii) the Average Daily Volume.

# ARTICLE VI MISCELLANEOUS

First Revised Sheet No. 1-3A.4/27

Replacing: Original Sheet No. 1-3A.4/27

CenterPoint Energy Resources Corp.

d/b/a CenterPoint Energy Arkansas Gas
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX | Effective: September 1, 2017

<u>Section 6.1</u> – Customer represents that it qualifies for service under LCS-1.

<u>Section 6.2</u> – Customer agrees to certify, document and update in writing annually prior to October 1 its human needs requirements and other requirements necessary for the preservation of life, health or physical property, and any material change to the level of said requirements.

<u>Section 6.3</u> – Customer agrees that Company shall have the right at any time and from time to time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, in accordance with applicable law. Company agrees that Customer may protest or contest any such charges or modifications.

<u>Section 6.4</u> – Service hereunder shall be in accordance with and subject to, and both parties agree to be bound by, all applicable terms and conditions set forth in LCS-1, as in effect from time to time, which terms and conditions are incorporated herein by reference.

<u>Section 6.5</u> – Customer agrees that, to the extent not already satisfied, Customer shall pay Company for the installation of appropriate telemetering equipment to be installed and owned by Company under one of the following payment options as chosen by the customer:

() Option 1: Customer agrees to provide an analog phone line for each meter and pay for standard telemetry equipment and installation costs for each meter.

Customer will be subject to meter reading fees for an inoperable phone line for each meter.

First Revised Sheet No. 1-3A.5/27

Replacing: Original Sheet No.1-3A.5/27

CenterPoint Energy Resources Corp.

d/b/a CenterPoint Energy Arkansas Gas

(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX

Effective: September 1, 2017

- ( ) Option 2: Customer will provide an analog phone line for each meter but elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be \$30 per month per meter for meters that do not require pressure instrumentation and \$84 per month per meters that do require pressure instrumentation. The customer will be subject to meter reading fees for an inoperable phone line for each meter.
- Option 3: Customer elects wireless service through CenterPoint Energy Arkansas Gas for each meter and agrees to pay for standard telemetry equipment and installation costs for each meter. The wireless service fee will be \$10 per month per meter, and Customer will not be subject to meter reading fees.
- Option 4: Customer elects wireless service through CenterPoint Energy Arkansas Gas for each meter and elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be \$40 per month for meters that do not require pressure instrumentation and \$94 per month per meter for meters that do require pressure instrumentation. The customer will not be subject to meter reading fees.

Under any option chosen above, customer shall comply with all necessary and appropriate procedures, as required by Company, pertaining to the installation, reading, monitoring, testing, repair and maintenance of all telemetering and associated equipment.

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

COMPANY:

CENTERPOINT ENERGY RESOURCES CORP. d/b/a CenterPoint Energy Arkansas Gas

	First Revised	Sheet No. <u>1-3A.6/27</u>			
Replacing:	Original	Sheet No.1-3A.6/27			
	Point Energy Resource d/b/a CenterPoint Ene (Name of Compa	orgy Arkansas Gas uny)			
Kind of Service	ce: <u>Natural Gas</u> Class o	of Service: <u>Large Comn</u>	nercial		
PART I – Rate	e Schedule No. 3 Apper	ndix			
Title: LARG	E CUSTOMER FIRM S	SERVICE (LCS-1) APPE	ENDIX	Effective:	September 1, 2017
		By:			
			[Name] [Title]		
		CUSTOMER:			
		D			
			[Name]		
			[Title] [Addres	ss]	

First Revised Sheet No. <u>1-3A.7/27</u>

Replacing: Original Sheet No.1-3A.7/27

CenterPoint Energy Resources Corp.

d/b/a CenterPoint Energy Arkansas Gas

(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX | Effective: September 1, 2017

# EXHIBIT A TO LARGE VOLUME COMMERCIAL CUSTOMER AGREEMENT (SYSTEM SUPPLY OPTION)

#### **DELIVERY POINTS**

Address:	_		
CA#			
Delivery Point(s)			
For the account of Customer at Customer's Facility located at			
, Texas _			
	<b>QUANTITIES</b>		
Maximum Dai	ly Winter Quantity ("MDWQ")		MMBtu
Maximum Ho	urly Quantity ("MHQ")		MMBtu
Average Daily	Volume	MMBtu	
Incorporated C	lities of Texarkana, Nash, Redwate	r and Wake '	Village, Texas

First Revised Sheet No. 1-3A.8/27 Replacing: Original Sheet No.1-3A.8/27 CenterPoint Energy Resources Corp. d/b/a CenterPoint Energy Arkansas Gas (Name of Company) Kind of Service: Natural Gas Class of Service: Large Commercial PART I – Rate Schedule No. 3 Appendix Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX Effective: September 1, 2017 LARGE VOLUME COMMERCIAL CUSTOMER AGREEMENT (Transportation Supply Option) THIS AGREEMENT (the "Agreement") is made and entered into as of the day of \_\_\_\_\_\_, 20\_\_\_\_\_\_, by and between CenterPoint Energy Resources Corp. d/b/a CenterPoint Energy Arkansas Gas hereinafter referred to as "Company," and

hereinafter referred to as "Customer,"

a \_\_\_\_\_ corporation,

### WITNESSETH THAT:

WHEREAS, Company is a local distribution company; and

WHEREAS, Customer owns or operates a facility and has requested natural gas service under Company's Rate Schedule No. 3, Large Commercial Firm Service (hereinafter referred to as "LCS-1" or qualified "SCS-1,SCS-2 or SCS-3");

NOW THEREFORE, Company agrees to provide the services to Customer as hereinafter set forth and Customer agrees to pay for such services and comply with the provisions hereof, on the following terms and conditions:

Incorporated Cities of Texarkana, Nash, Redwater and Wake Village, Texas

First Revised Sheet No. <u>1-3A.9/27</u>

Replacing: Original Sheet No1-3A.9/27

CenterPoint Energy Resources Corp.

d/b/a CenterPoint Energy Arkansas Gas
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX | Effective: September 1, 2017

# ARTICLE I SUPPLY OPTION

Section 1.1 – Customer has selected the Transportation Supply Option ("TSO") under LCS-1 pursuant to which Customer will be delivered natural gas supply received for Customer's account at points of receipt on Company's distribution facilities for the term of this Agreement. If Customer later desires to convert to the Sales Supply Option ("SSO"), pursuant to which Customer will be delivered natural gas supply designated as general system supply of Company, Customer will be required to contract for such service between the months of February through April preceding the expiration of the primary or any succeeding term of this Agreement. Subject to this requirement, Customer will be allowed to convert to the SSO provided that the Company is able to secure firm upstream capacity and other upstream pipeline services sufficient to meet Customer's needs. Any such conversion will be effective upon the expiration of the term of this Agreement, unless the Company and the Customer agree otherwise.

Section 1.2 – If volume usage of meters at business facilities under Customer's common ownership and subject to other commercial rate schedules are aggregated for the sole purpose of qualifying for the TSO under LCS-1, then each individual account shall be treated as a separate account and shall be subject to the same rates and charges under the originating commercial rate schedule(s), in addition to any additional specific rates, charges or adjustment riders peculiar to the TSO under this rate schedule, such as, but not limited to, administrative fees.

# ARTICLE II TERM

Section 2.1 - This Agreement shall remain in force for a primary term beginning
and ending, and from year to year thereafter unless
terminated by either party by a minimum of sixty (60) days' written notice prior to the end of the
primary or any succeeding term.
Incorporated Cities of Texarkana, Nash, Redwater and Wake Village, Texas

First Revised Sheet No. 1-3A.10/27

Replacing: Original Sheet No. 1-3A.10/27

CenterPoint Energy Resources Corp.

d/b/a CenterPoint Energy Arkansas Gas

(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX | Effective: September 1, 2017

# ARTICLE III POINTS OF RECEIPT AND DELIVERY

<u>Section 3.1</u> – Company shall receive gas from Customer at the Point(s) of Receipt designated on Exhibit "A" hereto and Company shall deliver gas to Customer at the outlet of Company's facilities at the Point(s) of Delivery designated on Exhibit "A" hereto.

# ARTICLE IV QUANTITIES

<u>Section 4.1</u> - As used herein, the following terms shall have the following meanings:

Maximum Daily Winter Quantity ("MDWQ") shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of Customer during the period November through March of each year.

Maximum Hourly Quantity ("MHQ") shall mean the maximum MMBtu Company is obligated to receive or deliver in any single hour.

Average Daily Volume shall be calculated by dividing the annual volume by 365.

Section 4.2 – The Maximum Daily Winter Quantity ("MDWQ"), the Maximum Hourly Quantity ("MHQ") and the Average Daily Volume applicable to services rendered under this Agreement are set forth on Exhibit "A" hereto.

<u>Section 4.3</u> – The MDWQ and Average Daily Volume may be adjusted pursuant to the provisions of Part 3.2.4. of LCS-1.

First Revised Sheet No. <u>1-3A.11/27</u>

Replacing: Original Sheet No. 1-3A.11/27

CenterPoint Energy Resources Corp.

d/b/a CenterPoint Energy Arkansas Gas

(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX | Effective: September 1, 2017

<u>Section 4.4</u> – Company shall not be obligated under any circumstances: (i) to deliver more gas to Customer during any given day or month than it shall have received for the account of Customer during said period; or (ii) to receive or deliver during any given Day a total quantity of gas in excess of the MDWQ or Average Daily Volume as applicable.

#### ARTICLE V RATES

<u>Section 5.1</u> – Customer shall pay to Company each month for all services rendered hereunder the charges, fees, surcharges, taxes, penalties, balancing charges, adjustments and assessments provided for in LCS-1 and associated riders, or SCS-1, SCS-2 or SCS-3 and associated riders if subject to the aggregation provision in Part 3.1.2., as on file and in effect from time to time.

<u>Section 5.2</u> – The capacity demand ("CD") shall be the billing determinant for distribution demand charges and gas supply demand charges. Each individually metered point of delivery shall have a CD equal to the higher of (i) the MDWQ, subject to the maximum quantities provision in LCS-1; (ii) the Average Daily Volume.

# ARTICLE VI MISCELLANEOUS

Section 6.1 – Customer represents that it qualifies for service under LCS-1 or qualified SCS-1, SCS-2 or SCS-3.

<u>Section 6.2</u> – Customer agrees to certify and document in writing its human needs requirements and other requirements necessary for the preservation of life, health or physical property, and any material change to the level of said requirements prior to the start of service. The Customer shall update the Company in writing when its human needs requirements change. If Customer has human needs requirements, then Customer provides the following certifications and authorizations by choosing Scenario A or B below:

First Revised Sheet No. 1-3A.12/27

Replacing: Original Sheet No. 1-3A.12/27

CenterPoint Energy Resources Corp.

d/b/a CenterPoint Energy Arkansas Gas

(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX | Effective: September 1, 2017

cenario A.  Customer certifies that the	facility located at
	, has human needs
usage requirements of MM	IBtu per day and that Customer has purchased
and will continue to maintain the	corresponding level of firm upstream pipeline
capacity and upstream gas supply	for the entire time period of November 1st
through March 31 <sup>st</sup> each year.	•

- Customer authorizes the Company to obtain the firm pipeline capacity information directly from the applicable upstream pipeline to ensure both the requisite level of capacity and that it is firm primary delivery point capacity at the appropriate location required to serve the facility.
- Customer furthermore certifies that it will maintain such firm primary delivery point capacity for each day of the November 1<sup>st</sup> through March 31<sup>st</sup> time period. If these certified arrangements should not be accurate, however, or if Customer's upstream pipeline capacity or upstream gas supply become insufficient for any reason, Customer is authorized by the Board of Directors or equivalent governing body to fully release CenterPoint Energy Arkansas Gas and CenterPoint Energy Resources Corp. from any and all claims, lawsuits, damages, costs, expenses, causes of action, and any and all liability associated with the interruption, curtailment, failure or suspension of natural gas service for any period of time. Customer further indemnifies CenterPoint Energy Arkansas Gas and CenterPoint Energy Resources Corp. from any and all claims, causes of action, lawsuits, damages, costs, expenses, and similar liability that might be asserted by third parties as a result of the interruption, curtailment, failure or suspension of natural gas service for any period of time.
- In the event of any change in circumstances pertaining to Customer's upstream pipeline and upstream gas supply arrangements, Customer agrees to immediately notify the appropriate person at the Company by sending a certified letter to the Company's Gas Flow Information Center at the following address:

First Revised Sheet No. 1-3A.13/27

Replacing: Original Sheet No. 1-3A.13/27

CenterPoint Energy Resources Corp.

d/b/a CenterPoint Energy Arkansas Gas

(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX

Effective: September 1, 2017

CenterPoint Energy Resources Corp. d/b/a CenterPoint Energy Arkansas Gas Gas Flow Information Center 525 Milam Street, Room 207 Shreveport, Louisiana 71101 Telephone No.: 1-800-254-4342

Facsimile No.: 1-318-429-3986

( ) Scenario B.

•	Customer	certifies that the	e		facility
	located at		, .		has
	on	hand	a	fully	functioning
				back-up	energy system
	(Describe t	ype of back-up sys	stem) that can re	eplace natural gas as the	he energy source
	for all of the	he facility's huma	n needs usage r	equirements. This ba	ack-up system is
	also capabl	le of being a cont	inuing and sust	aining source of ener	gy for all of the
	facility's h	uman needs usage	requirements.	Accordingly, on beh	alf of the Board
	of Director	rs or equivalent	governing body	, Customer hereby	certifies it does
	require firm	n pipeline capacity	and natural ga	s supplies to meet its	facility's human
	needs usage	e requirements.	_		•
	_	=			

- Customer recognize that if all or any portion of its natural gas supply fails to reach the appropriate CenterPoint Energy Arkansas Gas delivery point, its natural gas service may be interrupted or curtailed.
- Customer acknowledges that the Company's sole responsibility to it is to redeliver
  to Customer's facilities such gas supplies as Customer or its agents physically
  deliver to the Company's city gate, subject to the curtailment priority schedule
  (Standard Service Rules and Regulations, Order of Curtailment), which will not
  categorize our facility as a human needs customer. In acknowledgement of these
  facts, should all or any portion of Customer's natural gas supplies fail to reach the

First Revised Sheet No. <u>1-3A.14/27</u>

Replacing: Original Sheet No. 1-3A.14/27

> CenterPoint Energy Resources Corp. d/b/a CenterPoint Energy Arkansas Gas

(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX Effective: September 1, 2017

> appropriate Company city-gate delivery point, Customer is authorized by the Board of Directors or equivalent governing body to fully release CenterPoint Energy Arkansas Gas and CenterPoint Energy Resources Corp. from any and all claims, lawsuits, damages, costs, expenses, causes of action, and any and all liability associated with the interruption, curtailment, failure or suspension of natural gas service for any period of time. Customer further indemnify CenterPoint Energy Arkansas Gas and CenterPoint Energy Resources Corp. from any and all claims, causes of action, lawsuits, damages, costs, expenses, and similar liability that might be asserted by third parties as a result of the interruption, curtailment, failure or suspension of natural gas service for any period of time.

In the event of any change in circumstances pertaining to our facility's energy backup system, Customer agrees to immediately notify the appropriate person at the Company by sending a certified letter to the Company's Gas Flow Information Center at the following address:

> CenterPoint Energy Resources Corp. d/b/a CenterPoint Energy Arkansas Gas Gas Flow Information Center 525 Milam Street, Room 207 Shreveport, Louisiana 71101 Telephone No.: 1-800-254-4342

Facsimile No.: 1-318-429-3986

Section 6.3 - Customer agrees that Company shall have the right at any time and from time to time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, in accordance with applicable law. Company agrees that Customer may protest or contest any such charges or modifications.

First Revised Sheet No. 1-3A.15/27

Replacing: Original Sheet No. 1-3A.15/27

CenterPoint Energy Resources Corp.

d/b/a CenterPoint Energy Arkansas Gas
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX | Effective: September 1, 2017

Section 6.4 - Service hereunder shall be in accordance with and subject to, and both parties agree to be bound by, all applicable terms and conditions set forth in LCS-1, as in effect from time to time, which terms and conditions are incorporated herein by reference.

Section 6.5 - Customer agrees that, to the extent not already satisfied, Customer shall pay Company for the installation of appropriate telemetering equipment to be installed and owned by Company under one of the following payment options as chosen by the customer:

- () Option 1: Customer agrees to provide an analog phone line for each meter and pay for standard telemetry equipment and installation costs for each meter. Customer will be subject to meter reading fees for an inoperable phone line for each meter.
- () Option 2: Customer will provide an analog phone line for each meter but elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be \$30 per month per meter for meters that do not require pressure instrumentation and \$84 per month per meters that do require pressure instrumentation. The customer will be subject to meter reading fees for an inoperable phone line for each meter.
- () Option 3: Customer elects wireless service through CenterPoint Energy Arkansas Gas for each meter and agrees to pay for standard telemetry equipment and installation costs for each meter. The wireless service fee will be \$10 per month per meter, and Customer will not be subject to meter reading fees.
- () Option 4: Customer elects wireless service through CenterPoint Energy Arkansas Gas for each meter and elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be \$40 per month for meters that do not require pressure instrumentation and \$94 per month per meter for meters that do require pressure instrumentation. The customer will not be subject to meter reading fees.

Under any option chosen above, Customer shall comply with all necessary and appropriate procedures, as required by Company, pertaining to the installation, reading, monitoring, testing, repair and maintenance of all telemetering and associated equipment.

	First Revised	Sheet No. <u>1-3A.16/27</u>	
Replacing:	Original	Sheet No. 1-3A.16/27	
Center	rPoint Energy Resource d/b/a CenterPoint Energy (Name of Comp	ergy Arkansas Gas	
Kind of Servi	ce: Natural Gas Class	of Service: <u>Large Commercial</u>	
PART I – Rat	e Schedule No. 3 Appe	endix	
Title: LARG	E CUSTOMER FIRM	SERVICE (LCS-1) APPENDIX	Effective: September 1, 2017
laws of the St this contract 1	tate of Texas. Any promay be brought only b	nt shall be governed by and co occeeding related to any cause of efore the appropriate forum in T	f action of any nature arising in Texas.
nn w hereinabove f		, the parties have executed the	ns Agreement as of the date
		COMPANY:	
		d/b/a CenterPoint Energ	GY RESOURCES CORP. y Arkansas Gas
		By:[Name] [Title] CUSTOMER:	
		By:[Name] [Title] [Address	ss]
		EXHIBIT A	

	First Revised	Sheet No. <u>1-3A.17/27</u>	
Replacing:	Original	Sheet No. 1-3A.17/27	
Center	Point Energy Resource d/b/a CenterPoint Ene (Name of Compa	ergy Arkansas Gas	
Kind of Service	ce: Natural Gas Class	of Service: <u>Large Commercial</u>	
PART I – Rate	e Schedule No. 3 Apper	ndix	
Title: LARG	E CUSTOMER FIRM S	SERVICE (LCS-1) APPENDIX	Effective: September 1, 2017
		TO COMMERCIAL CUSTOMER PORTATION SUPPLY OPTION	
	RECE	IPT AND DELIVERY POINT	<u>S</u>
Receipt Points	<u>s</u>		
distribution fa		Energy Resources Corp., d/b/a	is interconnected with the CenterPoint Energy Arkansas
Delivery Poin For the accou Customer at C Facility locate	nt of Customer's		
		QUANTITIES	
	Maximum Daily Win	ter Quantity ("MDWQ")	MMBtu
	Maximum Hourly Qu	nantity ("MHQ")	MMBtu
	Average Daily Volum		MMBtu

First Revised Sheet No. 1-3A.18/27

Replacing: Original Sheet No. 1-3A.18/27

CenterPoint Energy Resources Corp.

d/b/a CenterPoint Energy Arkansas Gas

(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX | Effective: September 1, 2017

#### PREDETERMINED ALLOCATION AGREEMENT

THIS AGRE	EMENT is	made and	entered into	o by Cente	erPoint En	ergy Resource	es Corp.,
d/b/a Center	Point Ener	gy Arkans	sas Gas (	"Company	") and _		
("Customer")	effective			·			
WHEREAS,	Company	and Cust	omer are	parties t	to Large	Commercial	Service

Agreements (the "Agreements") entered pursuant to Company's Rate Schedule No. 3, Large Commercial Firm Service (hereinafter referred to as "LCS-1"); and

WHEREAS, the Agreements select more than one of the two supply options offered under Part 3.1.3. of LCS-1; and

WHEREAS, the parties wish to enter this Predetermined Allocation Agreement.

NOW, THEREFORE, pursuant to Part 3.22. of LCS-1, Company and Customer hereby agree as follows:

1. In the event gas received by Company at any single delivery point involves supply under more than one of the two supply options offered under LCS-1, then such deliveries shall be allocated to each service option in the following manner:

#### [Describe allocation method]

- 2. [other provisions]
- 3. This Agreement shall be effective for at least one Service Month, and shall remain in effect until superceded by a new Predetermined Allocation Agreement.
- 4. This Predetermined Allocation Agreement is subject to all applicable terms and conditions set forth in LCS-1, as in effect from time to time, which provisions are incorporated herein by reference.

	<u>First Revised</u>	Sheet No. <u>1-3A.19/21</u>	
Replacing:	Original	Sheet No. 1-3A.19/27	
Center	Point Energy Resound/b/a CenterPoint (Name of Co	Energy Arkansas Gas	
Kind of Service	ce: Natural Gas Cla	ass of Service: <u>Large Commer</u>	<u>cial</u>
PART I – Rate	e Schedule No. 3 Ap	opendix	
Title: LARG	E CUSTOMER FIR	M SERVICE (LCS-1) APPEN	DIX Effective: September 1, 2017
		Company:	
			ENERGY RESOURCES CORP. Energy Arkansas Gas
		By:Ti	tle
		Customer:	
		By:	tle

First Revised Sheet No. 1-3A.20/27

Replacing: Original Sheet No. 1-3A.20/27

CenterPoint Energy Resources Corp.

d/b/a CenterPoint Energy Arkansas Gas

(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX | Ef

Effective: September 1, 2017

# **POOLING SERVICE AGREEMENT**

THIS AGREEMENT (the "Agreement") is made and entered into as of the $\_\_\_$ day $\_\_$ , 20 $\_\_$ , by and between	of
CenterPoint Energy Resources Corp.	
d/b/a CenterPoint Energy Arkansas Gas	
hereinafter referred to as "Company," and	
a corporation,	
hereinafter referred to as "Pool Manager,"	

#### WITNESSETH THAT:

WHEREAS, Company is a local distribution company; and

WHEREAS, Pool Manager has entered into agency agreements with the entities identified on Exhibit A hereto, as the same may be revised from time to time during the term of this Agreement, (hereinafter referred to collectively as "Customers") who Pool Manager represents have entered into Large Volume Commercial Customer Agreements, Transportation Supply Option, under Company's Rate Schedule No. 3, Large Commercial Firm Service (hereinafter referred to as "LCS-1"); and

WHEREAS, pursuant to the agency agreements between Pool Manager and Customers, Pool Manager is authorized to act on behalf of Customer's in all respects, including the submission of nominations and allocation information in accordance with LCS-1; and

First Revised Sheet No. 1-3A.21/27

Replacing: Original Sheet No. 1-3A.21/27

CenterPoint Energy Resources Corp.

d/b/a CenterPoint Energy Arkansas Gas

(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX | Effective: September 1, 2017

WHEREAS, Pool Manager and Customers desire to avail themselves of the Pooling Service offered by Company pursuant to Part 3.23. of LCS-1.

NOW THEREFORE, Company and Pool Manager, acting individually, and as agent for Customers, agree as follows:

# ARTICLE I NOMINATIONS AND ALLOCATIONS

<u>Section 1.1</u> – Pool Manager agrees to submit to Company on behalf of Customers all nominations and allocation information required pursuant to LCS-1.

# ARTICLE II IMBALANCES

<u>Section 2.1</u> – Imbalances between receipts and deliveries among the Customers subject to this Agreement will be calculated by determining the difference between the total aggregated deliveries by the Customers to Company at receipt points and the total aggregated deliveries received by the Customers at delivery points.

<u>Section 2.2</u> – The imbalance tolerance set forth in Parts 3.21.5. and 3.21.8. shall apply to the aggregated imbalance total, unless and until pooling rights are interrupted by Company for a specified period.

# ARTICLE III PAYMENTS

<u>Section 3.1</u> – Payments due Company for Customers' imbalances arising under LCS-1 shall be paid by Pool Manager.

<u>Section 3.2</u> – In the event Pool Manager should fail to timely pay the imbalances set forth in Section 3.1 of this Agreement, then Company shall redetermine the imbalance

First Revised Sheet No. 1-3A.22/27

Replacing: Original Sheet No. 1-3A.22/27

CenterPoint Energy Resources Corp.

d/b/a CenterPoint Energy Arkansas Gas

(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX

payments due by each Customer, which redetermination shall be made without benefit of the aggregated tolerances, and each Customer shall pay the said redetermined imbalance payment.

Effective: September 1, 2017

#### ARTICLE IV TERM

Section 4.1 – This Agreement shall be effective \_\_\_\_\_ and, shall continue from month to month thereafter until terminated by either party upon written notice delivered at least five (5) days prior to the beginning of a month.

# ARTICLE V **MISCELLANEOUS**

- Section 5.1 Pool Manager represents that it is authorized to act on behalf of Customers with respect to the service rendered hereunder.
- <u>Section 5.2</u> Pool Manager agrees that Company shall have the right at any time and from time to time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, in accordance with applicable law. Company agrees that Pool Manager may protest or contest any such charges or modifications.
- Section 5.3 Service hereunder shall be in accordance with and subject to, and the parties agree to be bound by, all applicable terms and conditions set forth in LCS-1, as in effect from time to time, which terms and conditions are incorporated herein by reference.
- IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first written.

	First Revised	Sheet No	. <u>1-3A.23/27</u>	
Replacing:	Original	Sheet No	. 1-3A.23/27	
Center	rPoint Energy Resource d/b/a CenterPoint End (Name of Comp	ergy Arkan	sas Gas	
Kind of Servi	ce: Natural Gas Class	of Service:	<u>Large Commercial</u>	
PART I – Rat	e Schedule No. 3 Appe	endix		
Title: LARG	E CUSTOMER FIRM	SERVICE (	(LCS-1) APPENDIX	Effective: September 1, 2017
		C	OMPANY:	
			ENTERPOINT ENI l/b/a CenterPoint En	ERGY RESOURCES CORP. ergy Arkansas Gas
		В	y: [Name [Title]	]
		II.	OOL MANAGER, NDIVIDUALLY AN OR CUSTOMERS	ND AS AGENT
		В	y: [Name [Title] [Addre	]

<u>First Revised</u> Sheet No. <u>1-3A.24/27</u>

Replacing: Original Sheet No. 1-3A.24/27

CenterPoint Energy Resources Corp.

d/b/a CenterPoint Energy Arkansas Gas

(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX | Effective: September 1, 2017

# AGENCY AGREEMENT CENTERPOINT ENERGY RESOURCES CORP. D/B/A CENTERPOINT ENERGY ARKANSAS GAS

[Customer]	
[Agent]	
("Agreement" Energy Reso	Volume Commercial Customer Agreement (Transportation Supply Option) ) dated as of, by and between CenterPoint urces Corp., d/b/a/ CenterPoint Energy Arkansas Gas ("Company"), and, ("Customer")
("Customer"). Resources Co of Company purexpressly pro submitting an	will evidence the understanding between  ("Agent") and CenterPoint Energy orp., d/b/a CenterPoint Energy Arkansas Gas ("Company"), that effective as, Agent will act as Customer's agent for services provided by suant to the referenced Agreement for all purposes related thereto, unless ovided otherwise herein, including, but not limited to, the purposes of ad receiving notices, nominations and other information related to receipts of gas and performing other administrative or contractual duties [,including gations,] under the Agreement and as required by Company's Rate Schedule
Incorr	orated Cities of Texarkana, Nash, Redwater and Wake Village, Texas

First Revised Sheet No. 1-3A.25/27

Replacing: Original Sheet No. 1-3A.25/27

<u>CenterPoint Energy Resources Corp.</u>
<u>d/b/a CenterPoint Energy Arkansas Gas</u>
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX | Effective: September 1, 2017

No. 3, Large Commercial Firm Service ("LCS-1"), as on file and in effect from time to time. Company will coordinate with Agent for all imbalance administration, contract administration, nominations, scheduling and allocations for Customer's account, and shall be entitled to rely on Agent's actions with respect to the Agreement.

( ) Timely payments made by Agent to Company for services rendered to Customer in
accordance with the terms of the Agreement and for any penalties, fees, assessments or
other charges assessed against Customer's account by Company shall be credited to
Customer's account and all notices given to Agent shall be deemed given to Customer.

( ) Company shall make any cash balancing payments it may be required to make for Customer's account to Agent. Company shall make any refund payments it may be required to make directly to Agent.

Agent agrees to indemnify, defend and hold harmless Company from any and all liabilities, losses, damages, expenses, claims, actions and fines of whatever nature (including, but not limited to, attorney's fees and court costs incurred by Company, whether related to the collection of any amounts due under the Agreement or otherwise) resulting from Company's reliance on Agent, including, but not limited to, actions taken by Company pursuant to Agent's action or inaction under the Agreement. Customer shall remain liable to Company for all of its obligations as Customer under the Agreement, and Company shall have no duty, liability or responsibility whatsoever to Agent. Customer acknowledges that if Agent acts as a Pool Manager pursuant to Part 3.23. of LCS-1 and (i) should the Pool Manager fail to pay invoices calculated at the aggregated level, or (ii), should Company interrupt Pooling Service for any reason pursuant to Part 3.23.1. of LCS-1, then upon default to the individual Customer invoice, the invoice shall be recalculated at the individual Customer level, without benefit of the aggregated tolerance, as provided in Part 3.23.4. of LCS-1.

Customer's designation and appointment of Agent may be terminated or canceled by Customer, Agent, or Company but no such termination or cancellation shall be effective as to Company until the first day of the month, following the expiration of a five (5) day

	First Revised	Sheet No. <u>1-3A.26/27</u>	
Replacing:	Original	Sheet No. 1-3A.26/27	
Cente	erPoint Energy Reso d/b/a CenterPoint (Name of C	Energy Arkansas Gas	
Kind of Servi	ice: Natural Gas C	lass of Service: <u>Large Commercial</u>	
PART I – Ra	te Schedule No. 3 A	appendix	
Title: LARG	E CUSTOMER FII	RM SERVICE (LCS-1) APPENDIX Effective	ve: September 1, 2017
Custo Agen Agree	omer or Agent. No t shall automatical	receipt of written notice of such termination otwithstanding the foregoing, this designationally terminate upon termination or cancellating acy Agreement will supersede any previous	on and appointment of ion of the referenced
	foregoing is acceptation to the undersi	otable, please so indicate by having an auth gned.	orized officer execute
		Very truly yours,	
		CENTERPOINT ENERGY RE d/b/a/ CenterPoint Energy Arka	
		Ву:	
	AND AGREED T Y OF		
CUSTOMER	₹:		
Name:			
1 IUC			

	First Revised	Sheet No. <u>1-3A.27/27</u>	
Replacing:	Original	Sheet No. 1-3A.27/27	
	(Name of Co	Energy Arkansas Gas	
PART I – Rat	te Schedule No. 3 A	ppendix	
Title: LARG	E CUSTOMER FIR	Effective: September 1, 2017	
	AND AGREED TO Y OF		
AGENT:			
By: Name:			
Title:			