

Delta North Louisiana Gas Company, LLC

Issued: April 1, 2025

Issued by: Doug Boudreaux
Senior VP of Gas Operations

Original Sheet No. 1

EFFECTIVE: April 1, 2025

STANDARD GAS TARIFF

FILED WITH
LOUISIANA PUBLIC SERVICE COMMISSION

Delta North Louisiana Gas Company, LLC
2444 Levy Street
Shreveport, LA 71103

Company Contact Person:
Doug Boudreaux
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The Company representative responsible for providing information with respect to the Company's tariff filings is James Dicharry, Director of Regulatory Affairs, 2444 Levy Street, Shreveport, LA 71103, telephone (225) 465-6510.

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Communities and Parishes Served							
Parish	Town	Res	Small Com	LG Com	Ind	Transport	Total
BIENVILLE							
	Arcadia	698	111	-	1	2	812
	Castor	6	-	-	-	-	6
	Gibsland	231	23	-	-	1	255
	Heflin	8	1	-	-	-	9
	Jamestown	29	1	-	-	-	30
	Lucky	38	3	-	-	-	41
	Mt. Lebanon	24	3	-	-	-	27
	Ringgold	302	38	-	-	-	340
	Saline	52	11	-	-	-	63
	Taylor	2	-	-	-	-	2
BIENVILLE		1,390	191	-	1	3	1,585
UNINCORPORATED		407	28	1	-	3	439
TOTAL		1,797	219	1	1	6	2,024
BOSSIER							
	Benton	657	51	-	-	1	709
	Bossier City	16,510	990	-	-	20	17,520
	Haughton	956	31	1	-	-	988
	Plain Dealing	227	34	-	-	-	261
	Princeton	3	-	-	-	-	3
BOSSIER		18,353	1,106	1	-	21	19,481
UNINCORPORATED		12,514	283	-	1	5	12,803
TOTAL		30,867	1,389	1	1	26	32,284
CADDO							
	Belcher	76	13	-	-	-	89
	Blanchard	535	23	-	-	-	558
	Gilliam	38	7	-	-	-	45
	Greenwood	539	30	-	-	-	569
	Hosston	72	9	-	-	-	81
	Ida	92	8	-	-	-	100
	Keithville	32	-	-	-	-	32
	Mooringsport	197	12	-	-	-	209
	Oil City	307	44	-	-	-	351
	Rodessa	33	7	-	-	-	40
	Shreveport	50,340	3,149	5	3	57	53,554
	Vivian	803	87	1	1	1	893
CADDO		53,064	3,389	6	4	58	56,521
UNINCORPORATED		8,844	372	1	2	7	9,226
TOTAL		61,908	3,761	7	6	65	65,747

Communities and Parishes Served							
Parish	Town	Res	Small Com	LG Com	Ind	Transport	Total
CLAIBORNE							
	Athens	81	12	-	-	-	93
	Haynesville	720	74	-	-	-	794
	Homer	899	129	-	1	1	1,030
	Junction City	33	2	-	-	-	35
	Summerfield	12	4	-	-	-	16
CLAIBORNE		1,745	221	-	1	1	1,968
UNINCORPORATED		453	54	-	1	1	509
TOTAL		2,198	275	-	2	2	2,477
DE SOTO							
	Frierson	2	-	-	-	-	2
	Stonew all	916	44	-	-	-	960
DE SOTO		918	44	-	-	-	962
UNINCORPORATED		697	16	-	-	-	713
TOTAL		1,615	60	-	-	-	1,675
JACKSON							
UNINCORPORATED		50	4	-	-	-	54
TOTAL		50	4	-	-	-	54
LINCOLN							
	Choudrant	366	28	-	-	-	394
	Dow nsville	4	-	-	-	-	4
	Dubach	237	14	-	-	-	251
	Grambling	720	38	-	-	2	760
	Ruston	6,457	771	-	-	6	7,234
	Shongaloo	1	-	-	-	-	1
	Simsboro	187	12	-	-	-	199
	Vienna	95	10	-	-	-	105
LINCOLN		8,067	873	-	-	8	8,948
UNINCORPORATED		3,001	174	-	-	4	3,179
TOTAL		11,068	1,047	-	-	12	12,127
OUACHITA							
	Calhoun	2	3	-	-	-	5
	West Monroe	1	-	-	-	-	1
OUACHITA		3	3	-	-	-	6
UNINCORPORATED		1,093	47	-	-	-	1,140
TOTAL		1,096	50	-	-	-	1,146

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Communities and Parishes Served							
Parish	Town	Res	Small Com	LG Com	Ind	Transport	Total
UNION							
	Bayou D'Arbonne Lake	338	18	-	-	-	356
	Bernice	339	31	-	-	-	370
	Dow nsville	6	1	-	-	-	7
	Farmerville	782	150	-	-	-	932
	Junction City	96	3	-	-	-	99
	Lillie	21	1	-	-	-	22
	Marion	157	25	-	-	-	182
	Spearsville	50	9	-	-	-	59
UNION		1,789	238	-	-	-	2,027
UNINCORPORATED		1,012	103	-	-	1	1,116
TOTAL		2,801	341	-	-	1	3,143
WEBSTER							
	Cotton Valley	249	28	-	-	-	277
	Cullen	148	14	-	-	-	162
	Dixie Inn	9	5	-	-	-	14
	Doyline	177	15	-	-	-	192
	Dubberly	44	3	-	-	-	47
	Heflin	54	5	-	-	-	59
	Minden	4,117	417	-	1	2	4,537
	Sarepta	316	28	-	-	1	345
	Shongaloo	24	4	-	-	-	28
	Sibley	204	15	-	-	1	220
	Springhill	1,605	157	-	-	-	1,762
WEBSTER		6,947	691	-	1	4	7,643
UNINCORPORATED		2,825	209	1	1	-	3,036
TOTAL		9,772	900	1	2	4	10,679
TOTAL INCORPORATED		92,276	6,756	7	7	95	99,141
TOTAL UNINCORPORATED		30,896	1,290	3	5	21	32,215
TOTAL		123,172	8,046	10	12	116	131,356

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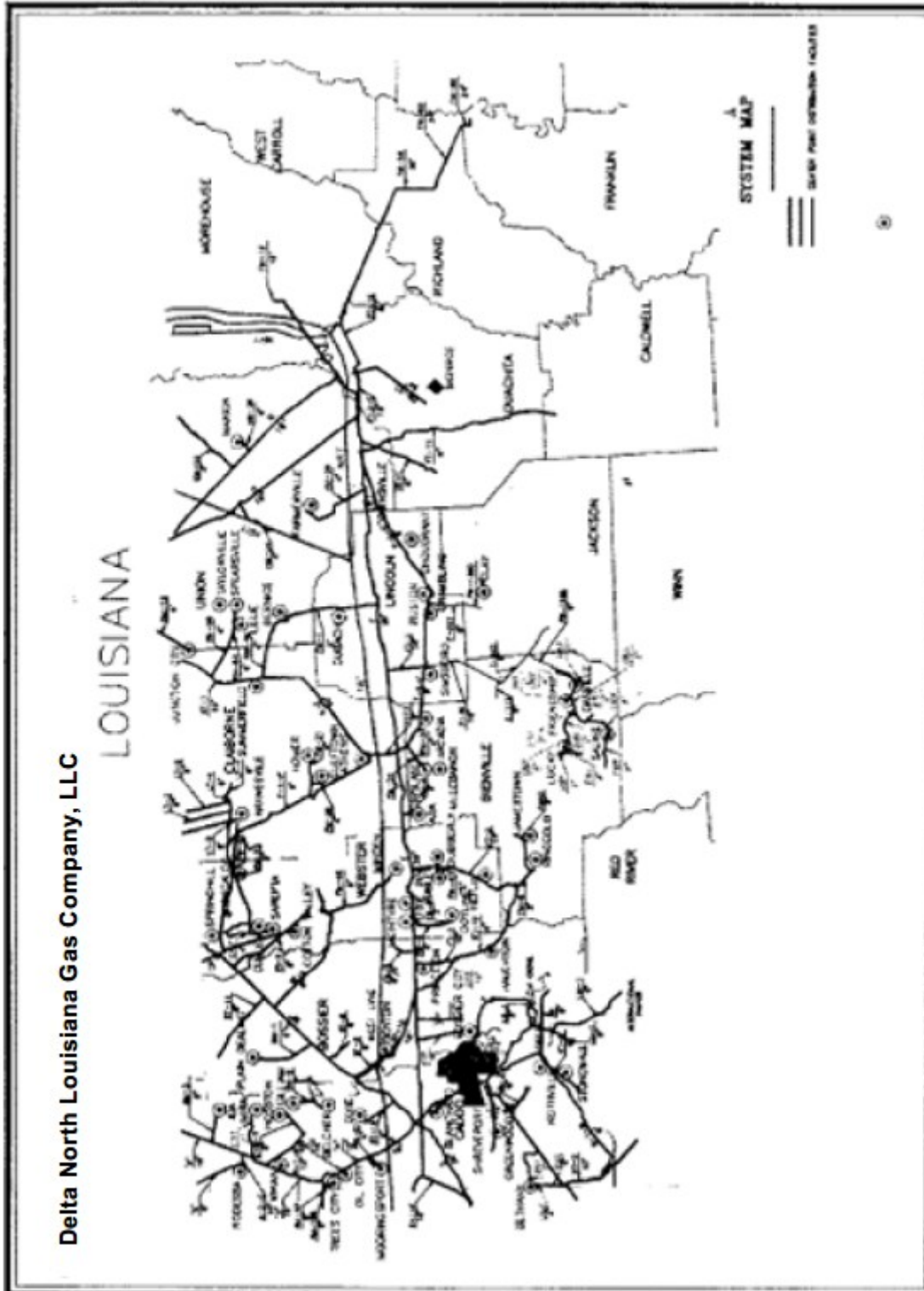
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Computer Billing Rate Codes

	<u>Rate Code</u>	<u>Rate Schedule</u>
Residential Service	1000	RS
Small Commercial – Firm Service	3000	SCS-1
Commercial Poultry House	3020	SCS-2
Large Commercial – Firm Service	5000	LCS-1
Large Commercial – Optional Fixed Gas Cost	S0006	LCS-2
Large Commercial – Optional Fixed Gas Cost	S0008	LCS-2
Unmetered Gas Lights	1800	UGL
Large Commercial Transportation Service	8000	LCT-1
General Industrial Transportation Service	9000	GIT-1
General Industrial Sales Service	6000	GIS-1

Map of Service Area



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Summary of Gas Supply Rate	
Gas Supply Rate	
BILLING PERIOD	Rate Schedule RS, SCS-1, SCS-2, LCS-1, UGL Rate Categories A_LA1000. A_LA1800.A_LA3000 A_LA3020. A_LA5000
<u>Month/Year</u>	
January 2021	0.39546
February 2021	0.39158
March 2021	0.38743
April 2021	0.44758
May 2021	0.80742
June 2021	0.81009
July 2021	0.87191
August 2021	0.90801
September 2021	0.94389
October 2021	1.08962
November 2021	0.96804
December 2021	0.87728
January 2022	0.86383
February 2022	0.92425
March 2022	0.85745
April 2022	0.98114
May 2022	1.19663
June 2022	1.37713
July 2022	1.13879
August 2022	1.35483
September 2022	1.34696
October 2022	0.99614
November 2022	1.10842
December 2022	1.17122
January 2023	1.09148
February 2023	1.04089
March 2023	0.89216
April 2023	0.82141
May 2023	0.72701
June 2023	0.68417
July 2023	0.72827
August 2023	0.73015
September 2023	0.73781
October 2023	0.74173
November 2023	0.92050
December 2023	0.91482
January 2024	0.91127
February 2024	0.91283
March 2024	0.87153
April 2024	0.83583
May 2024	0.44353
June 2024	0.52381
July 2024	0.52428
August 2024	0.45319
September 2024	0.45868

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Louisiana Residential Service
Rate Schedule No. RS

AVAILABILITY:

This schedule is available to any individually metered residential customer on the Company's system for residential use. Residential use is defined as direct gas usage in a residential dwelling for space heating, air conditioning, cooking, water heating and other residential purposes. Service is not available under this tariff for resale to others or for standby service.

NET MONTHLY RATE:

Gas Service Charge	\$10.00
All Ccf @	\$0.5194 per Ccf
All Ccf @	Currently effective Gas Supply Rate

TERMS OF PAYMENT:

The net monthly bill is payable within twenty days from the date of the bill. If the bill is not paid within this period, an additional amount of five percent (5%) shall be added.

GAS SUPPLY RATE:

The cost of natural gas purchased for resale will be flowed through to customers in accordance with the rules, regulations, practices and procedures of the Louisiana Public Service Commission regarding cost of gas adjustment clause mechanisms.

APPLICABLE TAXES:

In addition to the payments provided for above, the customer shall reimburse the Company for the customer's proportionate part of any payments made to any governmental authority covering any tax, charge, impost, assessment, license or fee paid under any law, ordinance or agreement and any increase in the rate of any such tax, charge, impost, assessment or fee (except for any such tax, charge, impost, assessment, license or fee that is recovered by the Company through its tariffed rates) imposed against the Company or which directly affects the Company's cost of operations pursuant to LPSC General Order dated October 18, 1988.

To reflect any changes in the payments made to any governmental authority covering any such tax, charge, impost, assessment, license or fee (except for any such tax, charge, impost, assessment, license or fee that is recovered by the Company through its tariffed rates) in effect on November 14, 2003, the billing hereunder may be increased or decreased by an appropriate percentage adjustment sufficient to adjust for the change or changes in the aforementioned taxes, charges, impost, assessment, license or fees above or below the November 14, 2003 level pursuant to LPSC General Order dated October 18, 1988.

RATE STABILIZATION PLAN RIDER RSP:

Rider RSP-1 is incorporated herein by reference.

WEATHER NORMALIZATION ADJUSTMENT RIDER WNA:

Rider WNA is incorporated herein by reference.

QUICK START ENERGY EFFICIENCY COST RECOVERY RIDER:

Rider EECR is incorporated herein by reference.

ENERGY EFFICIENCY COST RECOVERY RIDER FOR PUBLIC ENTITIES:

Rider EECR-PE is incorporated herein by reference.

TERMS AND CONDITIONS:

The Commission's Rules, Regulations and General Orders governing utility service and the Company's Standard Terms and Conditions as presently on file with the Commission, as the same may from time to time be changed in accordance with law, shall apply to service under this tariff.

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Louisiana Small Commercial – Firm Service
Rate Schedule No. SCS-1

AVAILABILITY:

This schedule is available to any individually metered commercial customer on the Company's system consuming 10,000 Mcf or less in any 12 consecutive month period. Commercial customers are defined as customers engaged primarily in the sale of goods or services including institutions and local and federal government agencies for uses other than those involving manufacturing or electrical power generation except for on-site consumption. This includes service to offices, schools, colleges, churches, hospitals and other establishments of a commercial nature, and also includes service to a customer at a single meter for use by multiple customers in such installations as apartment houses and complexes, hotels and mobile home parks. Service is not available under this tariff for resale to others or for standby service. If at any time, it is anticipated, based on the Company's estimate, that the customer will consume in excess of 10,000 Mcf per year in the succeeding 12 consecutive month period, the customer shall become subject to the applicable large commercial firm service rate schedule.

NET MONTHLY RATE:

Gas Service Charge	\$16.00
First 10,000 Ccf @	\$0.5870 per Ccf
Over 10,000 Ccf @	\$0.4035 per Ccf
All Ccf @	Currently effective Gas Supply Rate

GAS AIR CONDITIONING RATE:

All gas sold for air conditioning that is either separately metered or estimated on bills rendered during the period from May through October shall be billed at a rate of \$0.0273 per Ccf. However, this rate may be discounted in order to compete with alternative energy resources. In such circumstances, the minimum rate shall be no less than the Company's variable costs plus \$0.0230 per Ccf.

TERMS OF PAYMENT:

The net monthly bill is payable within twenty days from the date of the bill. If the bill is not paid within this period, an additional amount of five percent (5%) shall be added.

GAS SUPPLY RATE:

The cost of natural gas purchased for resale will be flowed through to customers in accordance with the rules, regulations, practices and procedures of the Louisiana Public Service Commission regarding cost of gas adjustment clause mechanisms.

APPLICABLE TAXES:

In addition to the payments provided for above, the customer shall reimburse the Company for the customer's proportionate part of any payments made to any governmental authority covering any tax, charge, impost, assessment, license or fee paid under any law, ordinance or agreement and any increase in the rate of any such tax, charge, impost, assessment or fee (except for any such tax, charge, impost, assessment, license or fee that is recovered by the Company through its tariffed rates) imposed against the Company or which directly affects the Company's cost of operations pursuant to LPSC General Order dated October 18, 1988.

To reflect any changes in the payments made to any governmental authority covering any such tax, charge, impost, assessment, license or fee (except for any such tax, charge, impost, assessment, license or fee

that is recovered by the Company through its tariffed rates) in effect on November 14, 2003, the billing hereunder may be increased or decreased by an appropriate percentage adjustment sufficient to adjust for the change or changes in the aforementioned taxes, charges, impost, assessment, license or fees above or below the November 14, 2003 level pursuant to LPSC General Order dated October 18, 1988

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Louisiana Small Commercial – Firm Service
Rate Schedule No. SCS-1 (cont'd)

RATE STABILIZATION PLAN RIDER RSP:

Rider RSP-1 is incorporated herein by reference.

WEATHER NORMALIZATION ADJUSTMENT RIDER WNA:

Rider WNA is incorporated herein by reference.

QUICK START ENERGY EFFICIENCY COST RECOVERY RIDER:

Rider EECR is incorporated herein by reference.

ENERGY EFFICIENCY COST RECOVERY RIDER FOR PUBLIC ENTITIES:

Rider EECR-PE is incorporated herein by reference.

TERMS AND CONDITIONS:

The Commission's Rules, Regulations and General Orders governing utility service and the Company's Standard Terms and Conditions as presently on file with the Commission, as the same may from time to time be changed in accordance with law, shall apply to service under this tariff.

Louisiana Commercial Poultry House
Rate Schedule No. SCS-2

AVAILABILITY:

This schedule is available to any individually metered commercial poultry house customer on the Company's system for use in poultry housing installations. Service is not available under this tariff for resale to others or for standby service.

NET MONTHLY RATE:

Gas Service Charge	\$16.00
First 1,500 Ccf @	\$0.42555 per Ccf
Over 1,500 Ccf @	\$0.34524 per Ccf
All Ccf @	Applicable Gas Supply Rate

TERMS OF PAYMENT:

The net monthly bill is payable within twenty days from the date of the bill or within such time as otherwise agreed to between customer and the Company. If the bill is not paid within this period, an additional amount of five percent (5%) shall be added.

GAS SUPPLY RATE:

The cost of natural gas purchased for resale will be flowed through to customers in accordance with the rules, regulations, practices and procedures of the Louisiana Public Service Commission regarding cost of gas adjustment clause mechanisms.

APPLICABLE TAXES:

In addition to the payments provided for above, the customer shall reimburse the Company for the customer's proportionate part of any payments made to any governmental authority covering any tax, charge, impost, assessment, license or fee paid under any law, ordinance or agreement and any increase in the rate of any such tax, charge, impost, assessment or fee (except for any such tax, charge, impost, assessment, license or fee that is recovered by the Company through its tariffed rates) imposed against the Company or which directly affects the Company's cost of operations pursuant to LPSC General Order dated October 18, 1988.

To reflect any changes in the payments made to any governmental authority covering any such tax, charge, impost, assessment, license or fee (except for any such tax, charge, impost, assessment, license or fee that is recovered by the Company through its tariffed rates) in effect on November 14, 2003, the billing hereunder may be increased or decreased by an appropriate percentage adjustment sufficient to adjust for the change or changes in the aforementioned taxes, charges, impost, assessment, license or fees above or below the November 14, 2003 level pursuant to LPSC General Order dated October 18, 1988.

RATE STABILIZATION PLAN RIDER RSP:

Rider RSP-1 is incorporated herein by reference.

WEATHER NORMALIZATION ADJUSTMENT RIDER WNA:

Rider WNA is incorporated herein by reference.

QUICK START ENERGY EFFICIENCY COST RECOVERY RIDER:

Rider EECR is incorporated herein by reference.

ENERGY EFFICIENCY COST RECOVERY RIDER FOR PUBLIC ENTITIES:

Rider EECR-PE is incorporated herein by reference.

TERMS AND CONDITIONS:

The Commission's Rules, Regulations, and General Orders governing utility service and the Company's Standard Terms and Conditions as presently on file with the Commission, as the same may from time to time be changed in accordance with law, shall apply to service under this tariff.

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Louisiana Large Commercial – Firm Service
Rate Schedule No. LCS-1

AVAILABILITY:

This schedule is available to any individually metered commercial customer on the Company's system consuming more than 10,000 Mcf during the preceding or succeeding twelve (12) months, respectively. Commercial customers are defined as customers engaged primarily in the sale of goods or services including institutions and local and federal government agencies for uses other than those involving manufacturing or electrical power generation except for on site consumption. This includes service to offices, schools, colleges, churches, hospitals and other establishments of a commercial nature, and also includes service to a customer at a single meter for use by multiple customers in such installations as apartment houses and complexes, hotels and mobile home parks. Service is not available under this tariff for resale to others or for standby service.

NET MONTHLY RATE:

Gas Service Charge	\$16.00
First 10,000 Ccf @	\$0.5870 per Ccf
Over 10,000 Ccf @	\$0.4035 per Ccf
All Ccf @	Currently effective Gas Supply Rate

TERMS OF PAYMENT:

The net monthly bill is payable within twenty days from the date of the bill. If the bill is not paid within this period, an additional amount of five percent (5%) shall be added.

GAS SUPPLY RATE:

The cost of natural gas purchased for resale will be flowed through to customers in accordance with the rules, regulations, practices and procedures of the Louisiana Public Service Commission regarding cost of gas adjustment clause mechanisms.

APPLICABLE TAXES:

In addition to the payments provided for above, the customer shall reimburse the Company for the customer's proportionate part of any payments made to any governmental authority covering any tax, charge, impost, assessment, license or fee paid under any law, ordinance or agreement and any increase in the rate of any such tax, charge, impost, assessment or fee (except for any such tax, charge, impost, assessment, license or fee that is recovered by the Company through its tariffed rates) imposed against the Company or which directly affects the Company's cost of operations pursuant to LPSC General Order dated October 18, 1988.

To reflect any changes in the payments made to any governmental authority covering any such tax, charge, impost, assessment, license or fee (except for any such tax, charge, impost, assessment, license or fee that is recovered by the Company through its tariffed rates) in effect on November 14, 2003, the billing hereunder may be increased or decreased by an appropriate percentage adjustment sufficient to adjust for the change or changes in the aforementioned taxes, charges, impost, assessment, license or fees above or below the November 14, 2003 level pursuant to LPSC General Order dated October 18, 1988.

RATE STABILIZATION PLAN RIDER RSP:

Rider RSP-1 is incorporated herein by reference.

WEATHER NORMALIZATION ADJUSTMENT RIDER WNA:

Rider WNA is incorporated herein by reference.

ENERGY EFFICIENCY COST RECOVERY RIDER FOR PUBLIC ENTITIES:

Rider EECR-PE is incorporated herein by reference.

TERMS AND CONDITIONS:

The Commission's Rules, Regulations and General Orders governing utility service and the Company's Standard Terms and Conditions as presently on file with the Commission, as the same may from time to time be changed in accordance with law, shall apply to service under this tariff.

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Louisiana Large Commercial – Optional Fixed Gas Cost
Rate Schedule No. LCS-2

AVAILABILITY:

This schedule is available to any individually metered commercial customer on the Company's system consuming more than 10,000 Mcf during the preceding or succeeding twelve (12) months, respectively, and who has executed a current Fixed Gas Cost Sales Service Agreement with the Company. Commercial customers are defined as customers engaged primarily in the sale of goods or services including institutions and local and federal government agencies for uses other than those involving manufacturing or electrical power generation except for on-site consumption. This includes service to offices, schools, colleges, churches, hospitals and other establishments of a commercial nature, and also includes service at a single meter for use by multiple customers in such installations as apartment houses and complexes, hotels, and mobile home parks. Service is not available under this tariff for resale to others or for standby service.

NET MONTHLY RATE:

The Company shall base the price available under this schedule on the price currently approved for the Louisiana Large Commercial – Firm Service Tariff (Rate Schedule No. LSC-1) except that the gas supply portion of the rate shall be based on the cost of gas supplies purchased to provide service under this schedule, plus an administrative service fee of not greater than \$0.015 per Ccf. The cost and volumes of gas supplies purchased to provide service under this schedule shall not be included in the "Cost of Gas to be Sold" or the "Gross Supply Volume" of the "Cost of Gas Adjustment and Surcharge Procedure" calculations.

FIXED GAS COST SALES SERVICE AGREEMENT:

In order to qualify for service under this schedule, the Commercial Customer must execute a Fixed Gas Cost Sales Service Agreement with the Company. The Company will notify all eligible Commercial Customers of the price, effective dates, and election deadline for the upcoming Fixed Gas Cost Sales Agreement as soon as practical prior to the effective date. Those eligible Commercial Customers who elect to execute a Fixed Gas Cost Sales Service Agreement prior to the election deadline will be eligible for service under this schedule, and the election will be binding for the term of the Fixed Gas Cost Price Sales Service Agreement.

TERMS OF PAYMENT:

The net monthly bill is payable within twenty days from the date of the bill. If the bill is not paid within this period, an additional amount of five percent (5%) shall be added.

GAS SUPPLY RATE:

The cost of natural gas purchased for resale will be flowed through to customers in accordance with the rules, regulations, practices and procedures of the Louisiana Public Service Commission regarding cost of gas adjustment clause mechanisms.

APPLICABLE TAXES:

In addition to the payments provided for above, the customer shall reimburse the Company for the customer's proportionate part of any payments made to any governmental authority covering any tax, charge, impost, assessment, license or fee paid under any law, ordinance or agreement and any increase in the rate of any such tax, charge, impost, assessment or fee (except for any such tax, charge, impost, assessment, license or fee that is recovered by the Company through its tariffed rates) imposed against the Company or which directly affects the Company's cost of operations pursuant to LPSC General Order dated October 18, 1988.

Louisiana Large Commercial – Optional Fixed Gas Cost
Rate Schedule No. LCS-2 (cont'd)

To reflect any changes in the payments made to any governmental authority covering any such tax, charge, impost, assessment, license or fee (except for any such tax, charge, impost, assessment, license or fee that is recovered by the Company through its tariffed rates) in effect on July 29, 2004, the billing hereunder may be increased or decreased by an appropriate percentage adjustment sufficient to adjust for the change or changes in the aforementioned taxes, charges, impost, assessment, license or fees above or below the July 29, 2004 level pursuant to LPSC General Order dated October 18, 1988.

TERMS AND CONDITIONS:

The Commission's Rules, Regulations, and General Orders governing utility service and the Company's Standard Terms and Conditions as presently on file with the Commission, as the same may from time to time be changed in accordance with law, shall apply to service under this tariff.

Louisiana Unmetered Gas Light
Rate Schedule No. UGL

AVAILABILITY:

This rate schedule is available to new or existing customers for unmetered gas, to be used solely for the continuous operation of natural gas lighting fixtures. Service under this rate schedule is offered at the Company's discretion and only when metering the lighting fixtures' consumption is not economical.

This rate schedule is applicable to unmetered, continuously burning, natural gas lighting. The natural gas lighting fixture must be equipped with a natural gas or L.P. regulator approved by the Company, capable of regulating Company's main line pressure down to no more than nine (9) inches water column pressure. Where applicable, the natural gas lighting fixture must also be equipped with an orifice that will restrict gas flow to the appropriate cubic feet per hour input capacity rate, identified in this schedule. Customer is responsible for all natural gas lighting fixture modifications, maintenance, and installation.

Company is responsible for providing a main line tap, cut-off valve, and up to 100 feet of service line per natural gas lighting fixture. Customer will be responsible for the cost of service line installation beyond 100 feet. Company must inspect and approve the natural gas lighting fixture, any fixture modifications, and fixture installation, before natural gas service is made available.

LIGHTING FIXTURES THAT QUALIFY FOR UNMETERED GAS LIGHT SERVICE:

Single upright mantle gas light with an hourly input rating of 2.4 cu. ft. or less. 18 CCF/mo. imputed usage.

Double upright mantle gas light with an hourly input rating of 4.2 cu. ft. or less. 31 CCF/mo. imputed usage.

Double inverted mantle gas light with an hourly input rating of 2.4 cu. ft. or less. 18 CCF/mo. imputed usage.

Triple inverted mantle gas light with an hourly input rating of 3.5 cu. ft. or less. 26 CCF/mo. imputed usage.

Quadruple inverted mantle gas light with an hourly input rating of 5.7 cu. ft. or less. 42 CCF/mo. imputed usage.

Single open flame gas light with an hourly input rating of 2.4 cu. ft. or less. 18 CCF/mo. imputed usage. Double open flame gas light with an hourly input rating of 4.2 cu. ft. or less. 31 CCF/mo. imputed usage. Triple open flame gas light with an hourly input rating of 6.4 cu. ft. or less. 47 CCF/mo. imputed usage.

A special order natural gas lighting fixture that is not in the above list shall be billed using the imputed usage of a similar lighting fixture as agreed upon by the customer and the Company.

NET MONTHLY RATE:

Rates will be in accordance with the applicable residential or commercial rate schedules.

Issued: April 1, 2025

Issued by: Doug Boudreaux

Senior VP of Gas Operations

EFFECTIVE: April 1, 2025

Louisiana Unmetered Gas Light
Rate Schedule No. UGL (Cont'd)

TERMS OF PAYMENT:

The net monthly bill is payable within twenty days from the date of the bill. If the bill is not paid within this period, an additional five percent (5%) shall be added.

GAS SUPPLY RATE:

The cost of natural gas purchased for resale will be flowed through to customers in accordance with the rules, regulations, practices and procedures of the Louisiana Public Service Commission regarding cost of gas adjustment clause mechanisms.

APPLICABLE TAXES:

In addition to the payments provided for above, the customer shall reimburse the Company for the customer's proportionate part of any payments made to any governmental authority covering any tax, charge, impost, assessment, license or fee paid under any law, ordinance or agreement and any increase in the rate of any such tax, charge, impost, assessment or fee (except for any such tax, charge, impost, assessment, license or fee that is recovered by the Company through its tariffed rates) imposed against the Company or which directly affects the Company's cost of operations pursuant to LPSC General Order dated October 18, 1988.

To reflect any changes in the payments made to any governmental authority covering any such tax, charge, impost, assessment, license or fee (except for any such tax, charge, impost, assessment, license or fee that is recovered by the Company through its tariffed rates) in effect on July 29, 2004, the billing hereunder may be increased or decreased by an appropriate percentage adjustment sufficient to adjust for the change or changes in the aforementioned taxes, charges, impost, assessment, license or fees above or below the July 29, 2004 level pursuant to LPSC General Order dated October 18, 1988.

RATE STABILIZATION PLAN RIDER RSP:

Rider RSP is incorporated herein by reference.

ENERGY EFFICIENCY COST RECOVERY RIDER FOR PUBLIC ENTITIES:

Rider EECR-PE is incorporated herein by reference.

TERMS AND CONDITIONS:

The Commission's Rules, Regulations and General Orders governing utility service and the Company's Standard Rules and Regulations as presently on file with the Commission, as the same may from time to time be changed in accordance with law, shall apply to service under this tariff.

Delta North Louisiana Gas Company, LLC
Issued: April 1, 2025
Issued by: Doug Boudreaux
Senior VP of Gas Operations

Original Sheet No. 21
EFFECTIVE: April 1, 2025

Commission Approved Special Contract Rates
None

Large Commercial Transportation Service
LCT-1

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to a Large Volume End-use Customer where natural gas is tendered for delivery to **Delta North Louisiana Gas Company, LLC** (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure of Delta North Louisiana Gas Company, LLC.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Commercial Delivery Point or Delivery Points; (d) where the actual consumption at the Delivery Point or the aggregated Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the *General Terms and Conditions for Transportation Service* ("General Terms").

NET MONTHLY RATE

Effective with all bills rendered on and after December 19, 2024, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer during a billing period shall be equal to the sum of:

- | | | | |
|-------|--|---|----------------|
| (i) | Monthly Service Charge | @ | \$16.00 |
| (ii) | Transportation Administration Fee | @ | \$250.00 |
| (iii) | Distribution Commodity Charge of: | | |
| | First 1,000 MMBtu | @ | \$5.8091/MMBtu |
| | Over 1,000 MMBtu | @ | \$4.0291/MMBtu |
| (iv) | Payments to Governmental Authorities, as defined herein. | | |

ANNUAL RATE ADJUSTMENT

This rate schedule shall be adjusted in accordance with any future adjustments made in accordance with Rider RSP-1 or successor rate schedule on file with the Louisiana Public Utility Commission.

ENERGY EFFICIENCY COST RECOVERY RIDER FOR PUBLIC ENTITIES:

Rider EECR-PE is incorporated herein by reference.

Large Commercial Transportation Service
LCT-1

EQUIVALENT QUANTITY OF NATURAL GAS

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

PAYMENTS TO GOVERNMENTAL AUTHORITIES

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

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to telemetering and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may, upon five (5) days written notice to Shipper, suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. §717 *et seq.*

Large Commercial Transportation Service
LCT-1

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, *inter alia*, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The parties shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company's *General Terms and Conditions for Transportation Service*, as amended from time to time.

Delta North Louisiana Gas Company, LLC
Issued: April 1, 2025
Issued by: Doug Boudreaux
Senior VP of Gas Operations

Original Sheet No. 25
EFFECTIVE: April 1, 2025

Large Commercial Transportation Service
LCT-1

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General Terms & Conditions for Transportation Service
Rate Schedule LCT-1 & GIT-1

1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service ("General Terms") apply to service requested from or provided by **Delta North Louisiana Gas Company, LLC** ("Company") under the following rate schedule(s):

Rate Schedule LCT-1; Rate Schedule GIT-1

2. DEFINITIONS

2.1 The term "Agreement" or "Transportation Service Agreement" shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term "annual volume limitation" or "AVL" means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term "applicable index" shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term "Btu" shall mean British Thermal Unit.

2.5 The term "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term "Company's applicable weighted average cost of gas" shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term "Delivery Point" shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be, based on Company's best estimate, in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

General Terms & Conditions for Transportation Service
Rate Schedule LCT-1 & GIT-1

- 2.10 The term "End-use Customer" shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.
- 2.11 The term "Exhibit A" shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.
- 2.12 The term "gas" or "natural gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
- 2.13 The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.
- 2.14 The term "imbalance" shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of Lost and Unaccounted for Gas and Fuel, if any, specified in the Agreement.
- 2.15 The term "Maximum Daily Quantity" or "MDQ" shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.
- 2.16 The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.
- 2.17 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas. The term "MMBtu" shall mean one million (1,000,000) Btu's.
- 2.18 The term "month," "Service Month," or "monthly" shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.
- 2.19** The terms "Payments to Governmental Authorities" or a "Payment to a Governmental Authority", as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering Gas. Such taxes or fees may be based upon

General Terms & Conditions for Transportation Service
Rate Schedule LCT-1 & GIT-1

the quantity, volume, heat content, value, sales price of the Gas, purchase price of the Gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

- 2.20 The term "Receipt Point" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.
- 2.21 The term "Shipper" shall mean the person or entity designated as the "Shipper" in a Transportation Service Agreement executed by Company.
- 2.22 The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

- 3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.
- 3.2 Unless waived by Company, if a Shipper fails to execute and return to Company the Transportation Service Agreement which accurately reflects the Shipper's submitted request for service within ten (10) Business Days after such agreement is tendered by Company for execution, then Shipper's request and the Transportation Service Agreement shall be null and void. In all other circumstances, unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.
- 3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms and Conditions as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.
- 3.4 Shipper or potential Shipper must agree to a minimum term of one year under any Transportation Service Agreement.

General Terms & Conditions for Transportation Service
Rate Schedule LCT-1 & GIT-1

- 3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.
- 3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.
- 3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:
- 3.6.1.1 A copy of Shipper's most recent audited financial statements;
- 3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;
- 3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and
- 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.
- 3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:
- 3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.
- 3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.
- 3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

General Terms & Conditions for Transportation Service
Rat Schedule LCT-1 & GIT-1

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

4. TRANSPORTATION SERVICE AGREEMENT

- 4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.
- 4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.
- 4.3 All approved Shippers must submit an Exhibit A for any of the following:
- 4.3.1 A request to initiate transportation service at a specified Delivery Point;
 - 4.3.2 A request to increase the MDQ, MHQ or AVL under an existing Exhibit A Addendum to a Transportation Service Agreement;
 - 4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A Addendum to a Transportation Service Agreement; or
 - 4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A Addendum to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.
- 4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:
- 4.4.1 Identity of Shipper – The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must

General Terms & Conditions for Transportation Service
Rate Schedule LCT-1 & GIT-1

keep Company apprised as to changes in the identity of such representatives.

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The MHQ; and

4.4.2.3 The AVL;

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

4.4.4 Term of Service – Shipper or potential Shipper must request a minimum term of one year to initiate service or add a new Receipt Point or Delivery Point.

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

4.4.6 Upstream Pipeline Contact Information for Confirmations;

4.4.7 Indexes and Lost and Unaccounted for Gas:

4.4.7.1 Applicable Daily Index;

4.4.7.2 Applicable Alternative Daily Index;

4.4.7.3 Cash-out Index; and

4.4.7.4 Lost and Unaccounted For Gas and Fuel as a Percent of Gas Received at Receipt Point

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation.

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

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

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

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

General Terms & Conditions for Transportation Service
Rate Schedule LCT-1 & GIT-1

MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

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

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

- 6.1. Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Louisiana, or valid final order of any court or the Louisiana Public Service Commission, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.
- 6.2. The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.
- 6.3. These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective in the first day of the calendar month after such amended General Terms are released to the Shippers.

General Terms & Conditions for Transportation Service
Rate Schedule LCT-1 & GIT-1

7. RECEIPT OF GAS FOR TRANSPORT

- 7.1. The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.
- 7.2. Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

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

9. UNACCEPTABLE QUANTITIES

- 9.1. Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

- 10.1. Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

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10.2. The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

11. FACILITIES

11.1. For any Exhibit A effective prior to June 1, 2012;

11.1.1. Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Telemetry is required for service under these General Terms. Company shall install telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper will reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry. Beginning May 1, 2016, Company shall provide Shipper with electronic notice of all analog telecommunication line outages. If the required analog telecommunication lines remain out of service for any reason for more than 15 business days after such electronic notification, then Company shall have the option to place the meter at the Receipt Point where the analog telecommunication line is out of service on wireless telemetry service as described in Section 11.2.4 and Section 11.2.5.2.

11.1.2. Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$250.00 per meter read.

11.2. For any Exhibit A effective on or after June 1, 2012:

11.2.1. Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Telemetry is required for service under these General Terms. Company shall install telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper shall choose between analog telemetry and wireless telemetry, if suitable wireless service is available at the Receipt Point.

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- 11.2.2. Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.
- 11.2.3. If Shipper chooses analog telemetry, then Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$250.00 per meter read.
- 11.2.4. If Shipper chooses wireless telemetry, then Shipper shall pay Company \$15 per month per meter for wireless telemetry service for the entire period such meter(s) is(are) served under this or any other transportation rate schedule.
- 11.2.5. Shipper will pay Company or cause Company to be paid for telemetry equipment under one of the following payment options as chosen by the original Shipper in the initial Exhibit A:
- 11.2.5.1. Shipper will reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry within 45 days of installation; or
- 11.2.5.2. Shipper shall pay Company or cause Company to be paid a monthly administrative fee per meter for the entire period such meter(s) is(are) served under this or any other transportation rate schedule as follows:
- Transportation redeliveries without pressure instrumentation \$30.00 per meter per month
Transportation redeliveries with pressure instrumentation \$75.00 per meter per month for new installations or replacement installations completed before May 1, 2016
Transportation redeliveries with pressure instrumentation \$120.00 per meter per month for new installations or replacement installations completed on or after May 1, 2016
- 11.3. Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$100.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

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11.4. Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$100.00 per reinstatement of service.

12. BALANCING

- 12.1. General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply.
- 12.2. Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.
- 12.3. Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.
- 12.4. Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

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12.5. Daily Imbalances During Critical Period Events

- 12.5.1. If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. "Critical Period Event" can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders ("OFO's") or Operational Alerts ("OA's") of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.
- 12.5.2. Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.
- 12.5.3. The "Critical Period Price" for an "Overage" shall be the lower of (i) the "Cashout Index" specified in the Agreement or (ii) the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement. The "Critical Period Price" for an "Underage" shall be the higher of (i) the Company's applicable weighted average cost of gas for the month or (ii) the "Applicable Daily Index" specified in the Agreement or, if the Applicable Daily Index is not published for the day, the "Applicable Alternative Daily Index" specified in the Agreement.
- 12.5.4. If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price for Overages; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price for Overages for the day in which the overage occurred.

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

11.6. Multi-day Imbalances

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

12.6.2. Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ.

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

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12.7. Monthly Imbalances

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

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

12.7.2 In the event of an "Overage," the "Cash Out Price" shall be the lower of the "Cash-out Index" specified in the Agreement or Company's applicable weighted average cost of gas for the month. In the event of an "Underage," the "Cash Out Price" shall be the higher of the "Cash-out Index" specified in the Agreement or Company's applicable weighted average cost of gas for the month.

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

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

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13. BILLING AND PAYMENT

- 13.1 Company shall invoice Shipper on or before the 15th day of each month ("Billing Date") as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.
- 13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ("Payment Date") in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.
- 13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.
- 13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.
- 13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. "Credit Support Obligation(s)" means Shipper's obligation(s) to provide or

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establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

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

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

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

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

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

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

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

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

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

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

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

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- 15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the "Early Termination Date") for the termination all of Company's obligations to transport gas under the Agreement (collectively, the "Terminated Obligations"). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
- 15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
- 15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. **LIMITATIONS OF LIABILITY AND FORCE MEJEURE**

16.1 Limitations of Liability

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

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS,

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NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

16.2.1 *Suspension of Performance.* In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such part's giving notice and reasonably full particulars of such event of force majeure in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving

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such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

16.2.2 *Definition of Force Majeure.* The term “force majeure” as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

16.2.3 *Balancing Obligations Remain.* Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper’s obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

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AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to a Large Volume End-use Customer where natural gas is tendered for delivery to **DELTA NORTH LOUISIANA GAS COMPANY, LLC** (herein "Company") at existing city gate stations or other facilities of adequate capacity and suitable pressure of Delta North Louisiana Gas Company, LLC.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter "Agreement") have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to an Industrial Delivery Point or Delivery Points, as defined in the contract contemplated hereby; and (d) where the actual consumption at the Delivery Point or the aggregated Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the *General Terms and Conditions for Transportation Service* ("General Terms").

NET MONTHLY RATE

Effective with all bills rendered on and after December 19, 2024, the Net Monthly Rate for gas transported under this Rate Schedule during a billing period shall be equal to the sum of:

- (i) Monthly Service Charge @ \$16.00;
- (ii) Transportation Administration Fee @ \$250.00;
- (iii) Distribution Commodity Charge of:
 - First 1,000 MMBtu @ \$5.8091/MMBtu
 - Over 1,000 MMBtu @ \$4.0291/MMBtu
- (iv) Payments to Governmental Authorities, as defined herein.

ANNUAL RATE ADJUSTMENT

This rate schedule shall be adjusted in accordance with any future adjustments made in accordance with Rider RSP-1 or successor rate schedule on file with the Louisiana Public Utility Commission.

ENERGY EFFICIENCY COST RECOVERY RIDER FOR PUBLIC ENTITIES:

Rider EECR-PE is incorporated herein by reference.

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Rate Schedule GIT-1 (cont'd)

EQUIVALENT QUANTITY OF NATURAL GAS

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

PAYMENTS TO GOVERNMENTAL AUTHORITIES

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

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to telemetering and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may, upon five (5) days written notice to Shipper, suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. §717 *et seq.*

General Industrial Transportation Service
Rate Schedule GIT-1 (cont'd)

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, *inter alia*, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The parties shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company's *General Terms and Conditions for Transportation Service*, as amended from time to time.

Delta North Louisiana Gas Company, LLC
Issued: April 1, 2025
Issued by: Doug Boudreaux
Senior VP of Gas Operations

Original Sheet No. 25B-1
EFFECTIVE: April 1, 2025

General Industrial Sales Service
Rate Schedule GIS-1

AVAILABILITY

This Rate Schedule is available to any individually metered industrial customer (hereinafter "Customer") on Company's system. Service under this Rate Schedule is not available for resale to others or for standby service.

NET MONTHLY RATE

Gas Service Charge	\$16.00
First 10,000 Ccf @	\$0.59580 per Ccf
Over 10,000 Ccf @	\$0.41230 per Ccf
All Ccf @	currently effective Gas Supply Rate

TERMS OF PAYMENT

The net monthly bill is payable within twenty (20) days from the date of the bill. If the bill is not paid within this period, an additional amount of five percent (5%) shall be added.

GAS SUPPLY RATE

The gas supply rate for all gas sold and delivered by Company to Customer hereunder during a billing period shall be equal to the currently effective gas supply rate as flowed through to large commercial sales customers in accordance with the rules, regulations, practices and procedures of the Louisiana Public Service Commission regarding cost of gas adjustment clause mechanisms.

APPLICABLE TAXES

In addition to payments provided for above, Customer shall reimburse Company for Customer's proportionate part of any payments made to any governmental authority covering any tax, charge, impost, assessment, license or fee paid under any law, ordinance or agreement covering any tax, in the rate of any such tax, charge, impost, assessment (except for any such tax, charge, impost, assessment, license or fee that is recovered by Company through its tariffed rates) imposed against Company or which directly affect Company's cost of operations pursuant to LPSC General Order dated October 18, 1988.

To reflect any changes in the payment made to any governmental authority covering such tax, charge, impost, assessment, license or fee (except for any such tax, charge, impost, assessment, license or fee that is recovered by Company through its tariffed rate) in effect on November 14, 2003, the billing hereunder may be increased or decreased by an appropriate percentage adjustment sufficient to adjust for the change or changes in the aforementioned taxes, charges, imposts, assessments, licenses or fees above or below the November 14, 2003 level pursuant to LPSC General Order dated October 18, 1988.

RATE STABILIZATION PLAN RIDER RSP

Rider RSP-1 is incorporated herein by reference.

Delta North Louisiana Gas Company, LLC
Issued: April 1, 2025
Issued by: Doug Boudreaux
Senior VP of Gas Operations

Original Sheet No. 25B-2
EFFECTIVE: April 1, 2025

General Industrial Sales Service
Rate Schedule GIS-1 (cont'd)

WEATHER NORMALIZATION ADJUSTMENT RIDER WNA

Rider WNA is incorporated herein by reference.

ENERGY EFFICIENCY COST RECOVERY RIDER FOR PUBLIC ENTITIES:

Rider EECR-PE is incorporated herein by reference

TERMS AND CONDITIONS

Service under this Rate Schedule shall be furnished in accordance with the Company's General Rules and Regulations, as such rules may be amended from time to time; provided, however, where Customer has a written contract with Company, the terms and provisions of such contract shall be controlling. A copy of the Company's General Rules & Regulations may be obtained from Company's office.

Rate Stabilization Plan
Rider RSP-1

APPLICATION:

This rider is applicable to customers billed under any natural gas rate schedule incorporating Rider RSP.

APPLICATION OF RATE STABILIZATION PLAN ADJUSTMENT CLAUSE FACTORS AND CALCULATION PROCEDURE:

- (1) For each twelve-month period ended June 30, a determination shall be made pursuant to this Rider RSP as to whether the Company's revenue should be increased, decreased or left unchanged. If it is determined that the revenue should be increased or decreased, the natural gas rate schedules incorporating this Rider RSP will be adjusted in the manner set forth in this rider. Revised rate schedules will be applicable to bills rendered on and after ninety (90) days from the date of filing of the Company's Annual RSP Calculations, and will remain in effect until changed under the provisions set forth in this rider or by order of the Louisiana Public Service Commission (hereinafter "LPSC").
- (2) If, for the twelve-month period ended June 30, the Company's return on equity (ROE) adjusted for the known and measurable changes described in Appendix III, is below (above) the Allowed Return on Equity (AR), 9.95%, the base rates under the rate schedule subject to this Rider RSP shall be increased (decreased) as follows:
 - (a) For purposes of determining whether a rate adjustment is necessary, a dead band equal to 50 basis points above and below the AR will be established. To the extent the earned ROE falls within this dead band, no rate change shall be made.
 - (b) To the extent the earned ROE falls more than 50 basis points above or below the AR, rates will be increased (decreased) by the amount necessary to increase (decrease) the earned ROE to equal the AR.
- (3) The amount calculated under this RSP will be added to or reduced from the Commodity Charge as listed in the rate schedules to which this rider is applicable. Billing determinants for calculation of the going forward Commodity Charge changes shall be determined under the Company's methodology used in Docket 27676. The Company will file revised rate schedules with the LPSC subject to this rider each time the rates are adjusted pursuant to this Rider RSP, and those revised rate schedules subject to this rider shall then become the filed rates of the Company.
- (4) Pursuant to Docket No. R-34754, rates shall be adjusted in a manner that amortizes Excess Accumulated Deferred Income Tax Balances ("ADIT") ("Protected") using the Average Rate Assumption Method ("ARAM"). Excess Protected ADIT balances shall accrue carrying charges at the Company's Weighted Average Cost of Capital ("WACC") until the regulatory liabilities are fully amortized, except to the extent that ratepayers are receiving benefits in rates of such unamortized Excess Protected ADIT Balances being recorded as an offset to the Company's rate base. The rate reduction associated with the excess Protected ADIT shall be implemented through an outside-the-band reduction in rates attributable to the annual amortization. The annual amortization shall be allocated to the jurisdictional and non-jurisdictional classes in the same manner as ADIT is allocated per the RSP calculation. The annual ARAM amortization and return on Excess ADIT will be individually true-up for the previous twelve-month period ended June 30. The allocated amounts and the true-ups shall be divided by the appropriate billing determinants to calculate the rate reduction.
- (5) Pursuant to Order No. U-36541, rates shall be adjusted in a manner that amortizes the regulatory asset, authorized by Special Order No. 44-2020, for expenses incurred from the suspension of disconnections and collection of late fees imposed by Special Order No. 22-2020 and Special Order No. 28-2020. Recovery of the regulatory asset shall be implemented through an outside-the-band increase in rates attributable for a period of one year and shall be applicable to the Residential and Small Commercial classes. The regulatory asset shall be divided by the appropriate billing determinants to calculate the rate increase. Any residual balance in the regulatory asset shall be cleared as an adjustment to the Gas Supply Rate over/under balance.

Rate Stabilization Plan
Rider RSP-1 (Cont'd)

FILING PROCEDURES:

On or before October 1, 2023, 2024, and 2025 during the term of this rider, the Company will file its RSP calculation, revised rate schedules, or other information which may be warranted under this rider (the "Annual RSP Calculations"). The Louisiana Public Service Commission Staff ("Staff") may request clarification and additional data and the Company will provide the same. Unless disputed by the Staff, any revised rate schedules will become effective with billing on and after ninety (90) days from the date of filing of the Annual RSP Calculations (the "Effective Date"). If the Staff disputes the Annual RSP Calculations, or any component thereof, the Staff shall notify the Company on or before sixty (60) days from the filing date of the Annual RSP Calculations. The Company and the Staff shall work in good faith to resolve all disputes and answer all questions. The Company and the Staff shall jointly submit any unresolved disputed portions of the Annual RSP Calculations (the "Disputed Issues") to the LPSC for resolution. The LPSC shall resolve any Disputed Issues between the Company and the Staff regarding said calculations or plan on or before February 1 of the following year. Any adjustment to the Annual RSP Calculations or plan resulting from the resolution of the Disputed Issues subsequent to the Effective Date will be made by the Company as a compensating adjustment to the RSP at the time of the resolution as ordered by the LPSC.

The terms and conditions of the Company's Rider RSP immediately preceding the effectiveness of this Rider RSP-1 shall remain in effect through the Company's test year ending June 30, 2022 - through the filing of the Company's 2022 Annual RSP Calculations. On or before August 1, 2021, and every three years thereafter, the Company will make a separate filing, apart from its Annual RSP Calculations filing, requesting renewal of its RSP for an additional three-year term and for the Staff and Commission to review the provisions of the Rider RSP-1 to determine whether its terms remain in the public interest and will produce just and reasonable rates for the subsequent three year period.

Rate Stabilization Plan
Rider RSP-1 (Cont'd)

<u>Rate Base Item</u>	<u>Source</u>
1. Plant in Service	Acct. 101, 106 ¹
2. Accumulated Depreciation	Accts. 108, 111 ¹
3. Net Plant	Lines 1-2
And	
4. Cash Working Capital	12.5% of Operating Expenses ²
5. Materials and Supplies	Acct. 154 (13 mo. Average Balance)
6. Prepayments	Acct. 165 (13 mo. Average Balance)
7. Storage Gas	Acct. 164.1 (12 mo. Average Balance)
8. Customer Advances for Construction	Acct. 252 (13 mo. Average Balance)
9. Customer Deposits	Acct. 235 (13 mo. Average Balance)
10. Accumulated Deferred Income Taxes	Most recent schedule
11. Rate Base	Lines 3+4+5+6+7 less Lines 8, 9, and 10

¹ Use of 13-month Average Balance

² See Appendix II

Rate Stabilization Plan
Rider RSP-1 (Cont'd)

	<u>Cash Working Capital Items</u>	<u>Source</u>
1.	Operating Expenses	Accts. 850-932 less Acct. 904
2.	Interest on Customer Deposits	5% x Acct. 235
3.	Total Operating Expense	Lines 1 + 2
4.	Cash Working Capital	12.5% x Line 3

Rate Stabilization Plan
 Rider RSP-1 (Cont'd)

<u>Calculation of ROE</u>	<u>Source</u>
1. Revenues	Acct. 400 (See Note 1)
2. Cost of Purchased Gas	Accts. 800 - 858 (See Note 1)
3. Operating and Maintenance Expense	Accts. 870 - 932 (See Note 1)
4. Interest on Customer Deposits	5% on Acct. 235
5. Depreciation	Accts. 403 - 405
6. Taxes Other Than Income	Acct. 408
7. Interest Cost	See below (Line 15 and 18)
8. FIT and SIT	Line 1 less Lines 2 thru 7 x current composite tax rate
9. Net Income (Equity)	Line 1 less Lines 2 thru 8
10. Common Equity	See below (Lines 16 and 17)
11. Return on Equity (ROE)	Line 9 divided by Line 10
 <u>Interest Cost</u>	
12. Rate Base	Appendix I
13. Long Term Debt Capitalization Ratio	As established in Docket No. U-32996
14. Long Term Debt Rate	Interest Schedule – most recent actual
15. Interest Cost	Line 12 x 13 x 14
16. Short Term Debt Capitalization Ratio	As established in Docket No. U-32996
17. Short Term Debt Rate	Interest Schedule – most recent actual
18. Interest Cost	Line 12 x 16 x 17
 <u>Common Equity</u>	
19. Equity Capitalization Ratio	As established in Docket No. U-32996
20. Common Equity	Line 12 x 19

Note 1:

The following known and measurable changes shall be used to adjust revenues, expenses, gas cost purchased and revenue related taxes:

1. Actual Billed Revenues including WNA Revenues but excluding gas cost adjustment revenues and franchise tax revenues. Cost of purchased gas shall be removed.
2. Adjustments shall be made to reflect wage, salary and benefit levels in effect at the end of the twelve-month period ending June 30 and to reflect known wage, salary and benefit levels which will become effective during the twelve-month period beginning July 1.
3. Adjustments shall be made to reflect tax rates and assessments which are in effect at the end of the twelve-month period ended June 30 or which have been established by contract or government action to occur during the twelve-month period beginning July 1.
4. Adjust depreciation and amortization expenses (Accts 403 – 405) to reflect gross plant at the end of the test period.

Delta North Louisiana Gas Company, LLC
 Issued: April 1, 2025
 Issued by: Doug Boudreaux
 Senior VP of Gas Operations

EFFECTIVE: April 1, 2025

**WEATHER NORMALIZATION ADJUSTMENT
 RIDER WNA**

APPLICATION

This rider is applicable to residential (RS) and small commercial customers (SCS-1 and SCS-2).

For bills rendered from November 1 through April 30 each year, the applicable margin rates for gas service to customers served under the applicable rate schedules shall be adjusted by a Weather Normalization Adjustment (WNA) to reflect much of the impact of heating degree day variations from normal levels which were used to set rates under the applicable rate schedules.

In order to calculate the total weather adjustment for the applicable billing cycle, a weather deviation is computed and multiplied by the applicable margin rate. A per Ccf WNA adjustment is calculated by dividing the total weather adjustment by the average Ccf usage per customer for all customers in each billing cycle, using the formula described below. The per Ccf adjustment for each applicable rate schedule is applied to customer's usage for the billing cycle.

CALCULATION OF WEATHER NORMALIZATION ADJUSTMENT

The WNA is calculated as follows:

$$WNA_i = \frac{R_i(DDF_i(NDD - ADD))}{AAU_i}$$

Where: i = Any particular rate classification to which the WNA is to be applied.

WNA = Weather Normalization Dollar Adjustment per Ccf

R = Applicable Margin Rate

DDF = Degree Day Factor associated with the applicable rate schedule:

Residential Service (RS)	.1845
Small Commercial Sales (SCS-1 and SCS-2)	.7162

NDD = Normal Degree Days during the billing cycle

ADD = Actual Degree Days during the billing cycle

AAU = Average Actual Usage per customer for each billing cycle

DEFINITIONS

Normal Degree-days: The heating degree-days, which are based on a 10-year average ending June 30, 2005 as are shown on Attachment 1.

Actual Degree Days: The actual heating degree days as published by Weather Services Corporation, or any other nationally recognized third-party weather service.

Issued: April 1, 2025
Issued by: Doug Boudreaux
Senior VP of Gas Operations

EFFECTIVE: April 1, 2025

WEATHER NORMALIZATION ADJUSTMENT
RIDER WNA (Cont'd)

APPLICABLE MARGIN RATE

The Residential Service (RS). The RS WNA marginal rate is \$0.5312 for residential volumes.

The Small Commercial Sales (SCS-1 and SCS-2).

The SCS-1 WNA marginal rate will use a weighted average marginal rate of the SCS-1 volumes that are in excess of 133 Ccf. The mechanics will be to use the bill frequencies to determine the volume in the 134-10,000 Ccf range, and the volume greater than 10,000 Ccf. The weighted average margin will be determined by applying the first block margin rate to the 134-10,000 Ccf volumes, the second block margin rate to the volumes greater than 10,000 Ccf, summing those totals and dividing the results by the total volumes in those blocks.

The SCS-2 WNA marginal rate will use a weighted average marginal rate of the SCS-2 volumes that are in excess of 136 Ccf. The mechanics will be to use the monthly bill frequencies to determine the volume in the 137-10,000 Ccf block, and the volume greater than 10,000 Ccf. The weighted average margin will be determined by applying the first block margin rate to the 137-10,000 Ccf volumes, the second block margin rate to the volumes greater than 10,000 Ccf, summing those totals and dividing the results by the total volumes in those ranges.

**WEATHER NORMALIZATION ADJUSTMENT
 RIDER WNA
 ATTACHMENT 1**

**DELTA NORTH LOUISIANA GAS COMPANY, LLC
 ATTACHMENT NO. 1 TO WNA TARIFF
 DAILY NORMAL HDDS FOR WNA BILLING
 SHREVEPORT WEATHER LOCATION**

DATE	HDD	DATE	HDD	DATE	HDD	DATE	HDD
15-Sep	0	12-Nov	10	9-Jan	21	5-Mar	8
16-Sep	0	13-Nov	11	8-Jan	17	6-Mar	9
17-Sep	0	14-Nov	10	10-Jan	17	7-Mar	9
18-Sep	0	15-Nov	8	11-Jan	16	8-Mar	9
19-Sep	0	16-Nov	9	12-Jan	15	9-Mar	10
20-Sep	0	17-Nov	10	13-Jan	16	10-Mar	13
21-Sep	0	18-Nov	9	14-Jan	17	11-Mar	11
22-Sep	1	19-Nov	7	15-Jan	17	12-Mar	10
23-Sep	0	20-Nov	9	16-Jan	15	13-Mar	8
24-Sep	0	21-Nov	9	17-Jan	16	14-Mar	9
25-Sep	1	22-Nov	9	18-Jan	18	15-Mar	7
26-Sep	1	23-Nov	7	19-Jan	19	16-Mar	8
27-Sep	0	24-Nov	11	20-Jan	18	17-Mar	6
28-Sep	0	25-Nov	15	21-Jan	14	18-Mar	6
29-Sep	0	26-Nov	10	22-Jan	13	19-Mar	7
30-Sep	1	27-Nov	10	23-Jan	18	20-Mar	10
1-Oct	0	28-Nov	14	24-Jan	17	21-Mar	8
2-Oct	0	29-Nov	13	25-Jan	16	22-Mar	7
3-Oct	0	30-Nov	13	26-Jan	14	23-Mar	4
4-Oct	0	1-Dec	14	27-Jan	19	24-Mar	2
5-Oct	0	2-Dec	12	28-Jan	18	25-Mar	4
6-Oct	1	3-Dec	10	29-Jan	15	26-Mar	8
7-Oct	3	4-Dec	12	30-Jan	16	27-Mar	9
8-Oct	2	5-Dec	12	31-Jan	19	28-Mar	6
9-Oct	2	6-Dec	13	1-Feb	19	29-Mar	5
10-Oct	2	7-Dec	16	2-Feb	18	30-Mar	3
11-Oct	2	8-Dec	14	3-Feb	17	31-Mar	4
12-Oct	1	9-Dec	13	4-Feb	19	1-Apr	4
13-Oct	1	10-Dec	16	5-Feb	21	2-Apr	2
14-Oct	2	11-Dec	19	6-Feb	17	3-Apr	2
15-Oct	2	12-Dec	15	7-Feb	14	4-Apr	4
16-Oct	2	13-Dec	17	8-Feb	15	5-Apr	5
17-Oct	2	14-Dec	18	9-Feb	12	6-Apr	4
18-Oct	3	15-Dec	17	10-Feb	14	7-Apr	2
19-Oct	3	16-Dec	16	11-Feb	14	8-Apr	4
20-Oct	2	17-Dec	17	12-Feb	17	9-Apr	5
21-Oct	1	18-Dec	17	13-Feb	12	10-Apr	3
22-Oct	2	19-Dec	20	14-Feb	11	11-Apr	2
23-Oct	3	20-Dec	19	15-Feb	10	12-Apr	5
24-Oct	3	21-Dec	17	16-Feb	14	13-Apr	4
25-Oct	3	22-Dec	18	17-Feb	15	14-Apr	3
26-Oct	3	23-Dec	22	18-Feb	13	15-Apr	4
27-Oct	4	24-Dec	26	19-Feb	8	16-Apr	3
28-Oct	4	25-Dec	26	20-Feb	8	17-Apr	4
29-Oct	3	26-Dec	24	21-Feb	9	18-Apr	4
30-Oct	3	27-Dec	19	22-Feb	11	19-Apr	1
31-Oct	2	28-Dec	18	23-Feb	9	20-Apr	0
1-Nov	1	29-Dec	16	24-Feb	10	21-Apr	0
2-Nov	4	30-Dec	16	25-Feb	10	22-Apr	1
3-Nov	9	31-Dec	16	26-Feb	12	23-Apr	2
4-Nov	8	1-Jan	15	27-Feb	14	24-Apr	2
5-Nov	7	2-Jan	14	28-Feb	14	25-Apr	1
6-Nov	6	3-Jan	17	29-Feb	11	26-Apr	1
7-Nov	8	4-Jan	16	1-Mar	12	27-Apr	1
8-Nov	10	5-Jan	17	2-Mar	13	28-Apr	1
9-Nov	8	6-Jan	20	3-Mar	14	29-Apr	1
10-Nov	7	7-Jan	21	4-Mar	12	30-Apr	1
11-Nov	9						

Delta North Louisiana Gas Company, LLC
Issued: April 1, 2025
Issued by: Doug Boudreaux
Senior VP of Gas Operations

Original Sheet No. 34

EFFECTIVE: April 1, 2025

[RESERVED FOR FUTURE USE]

Delta North Louisiana Gas Company, LLC
Issued: April 1, 2025
Issued by: Doug Boudreaux
Senior VP of Gas Operations

Original Sheet No. 35

EFFECTIVE: April 1, 2025

[RESERVED FOR FUTURE USE]

QUICK START ENERGY EFFICIENCY COST RECOVERY RIDER
RIDER EECR

PURPOSE

The purpose of the Energy Efficiency Cost Recovery (EECR) Rider is to establish the EECR Rate(s) used by Delta North Louisiana Gas Company, LLC (the "Company") to recover energy efficiency costs approved by the Louisiana Public Service Commission ("LPSC") in its General Order Docket R-31106, as revised and amended February 1, 2019 ("the General Order"). The energy efficiency costs include (1) the incremental direct Projected Energy Efficiency Program Costs ("PEEC"); and (2) Lost Contribution to Fixed Cost ("LCFC") described and approved by the LPSC in Section VI of the LPSC's Energy Efficiency Rules attached to the General Order ("Rules"), collectively the "Recoverable Costs". Recovery of the PEEC is limited to the incremental costs representing the direct program costs that are not already included in the then current rates of the Company, including those costs identified in Section VI (8) of the Rules. The EECR Rates will be calculated to recover the Company's Recoverable Costs over the period in which the EECR Rates will be in effect.

INITIAL RATE DETERMINATION

The initial EECR Rate(s) were filed with the LPSC prior to the first billing cycle of July 2024. The EECR Rate(s) were determined by application of the EECR Rate Formula set out in Attachments A, B, and C of the Rider in Docket R-31106 and were accompanied by a set of workpapers sufficient to document the calculations of the EECR Rate(s). In Program Year 1, the Projected Energy Efficiency Program Costs ("PEEC") will be recovered over a 6-month Program Cost Period from July 2024 through December 2024. All subsequent Program Year cost recovery will be made over a 12-month Program Cost Period. The EECR Rates in the initial rate determination were effective with the first billing cycle of July 2024.

ANNUAL RE-DETERMINATION

By January 16 of each year beginning in 2025, re-determined EECR Rate(s) shall be filed with the LPSC by the Company. The re-determined EECR Rate(s) shall be determined by application of the EECR Rate Formula set out in Attachments A, B, and C to this Rider. The revised rate(s) shall be filed in Docket No. R-31106 and shall be accompanied by a set of workpapers sufficient to document the calculations of the revised EECR Rate(s).

The re-determined EECR Rate(s) shall reflect (1) the projected PEEC for the 12-month period commencing on February 1 after the Filing Date; (2) the projected LCFC for the 12-month period commencing on February 1 after the Filing Date and the accumulation of such LCFC from previous year; and (3) rate rider true-up adjustments to collect any under-recovered amounts of the Recoverable Costs or to refund any amounts over-collected during the prior Program Year, as set forth in Section IX (6) of the Rules. "Program Year" is defined as the 12-month period ending on December 31 after the Filing Date.

The true-up adjustment will be calculated to include the effect of carrying costs using the then current Prime Rate.

The EECR Rate(s) as re-determined shall be effective with the first billing cycle of February and shall then remain in effect for twelve (12) months ("EECR Cycle"), except as otherwise provided below.

TRACKING AND MONITORING PROGRAM COSTS AND BENEFITS

The Company shall utilize a Third-Party Administrator (TPA) to develop and implement appropriate accounting procedures, subject to the review of the Staff, which provide for separate tracking, accounting, and reporting of all program costs incurred by the Company. The procedures shall enable energy efficiency program costs to be readily identified and clearly separated from all other costs. The Company shall secure and retain all documents necessary to verify the validity of the program costs for which it is seeking recovery. Such documents shall include, but shall not be limited to, vouchers, journal entries, and the date the participant's project was completed.

**ENERGY EFFICIENCY COST RECOVERY RIDER
RIDER EECR (cont'd)**

The Company shall utilize a TPA to develop and implement appropriate accounting procedures, subject to the review of the Staff, which provide for separate tracking, accounting, and reporting of revenues collected through the EECR Rider. The procedures shall enable the EECR revenues to be readily identified and clearly separated from all other revenues. The Company shall secure and retain all documents necessary to verify the accuracy of the EECR revenues. Such documents shall include, but shall not be limited to, billing determinants, journal entries, and summary revenue reports.

For the purpose of assessing the benefits and effectiveness of the programs, the Company shall utilize a TPA to develop and implement appropriate procedures, subject to the review of the Staff, which provide for separate tracking of the benefits and the effectiveness of the programs. The data that shall be tracked shall include, but shall not be limited to, information that will enable the Commission to assess the effectiveness of the programs. The Company shall secure and retain all documents necessary to verify its assessments.

TRACKING AND MONITORING LCFC

The Company shall monitor LCFC in accordance with the Rules and Guidelines and any future Orders addressing LCFC.

This monitoring shall include the development of Evaluation, Measurement and Verification ("EM&V") protocols in accordance with the Rules.

The Company will use this EECR to recover contemporaneously the amount of LCFC from customers subject to annual true-up, as set forth in Section VI of the Rules.

TERM

This EECR shall remain in effect until modified or terminated in accordance with the provisions of this EECR or applicable regulations or laws.

If this EECR is terminated by a future order of the LPSC, the EECR Rate(s) then in effect shall continue to be applied until the LPSC approves an alternate mechanism by which the Company can recover its Recoverable Costs. At that time, any cumulative over-recovery or under-recovery resulting from application of the just terminated EECR Rate(s), inclusive of carrying costs at the then current Prime Rate, shall be applied to customer billings over the twelve (12) month billing period beginning on the first billing cycle of the second month following termination of the EECR in a manner prescribed by the LPSC.

APPLICABLE RATE SCHEDULES

Residential Service (RS) - excluding Unmetered Gas Light (UGL)
Small Commercial - Firm Service (SCS-1) - excluding Unmetered Gas Light (UGL)
Commercial Poultry House (SCS-2)

CAPPING OF EECR RATES

Notwithstanding the EECR Rate(s) listed herein, no Residential or Non-Residential customer shall be assessed more than \$75 monthly, as set forth in Section XV of the Rules as applied to the Guidelines.

TERMS AND CONDITIONS

Service furnished under this Schedule is subject to the Company's Standard Terms and Conditions for Gas Service and to all applicable Rider Schedules and adjustment clauses.

ENERGY EFFICIENCY COST RECOVERY RIDER
 RIDER EECR (cont'd)

ENERGY EFFICIENCY COST RECOVERY RIDER

ATTACHMENT A

Line		Residential	Commercial
1	Projected Energy Efficiency Program Costs (PEEC)	\$319,433	\$283,079
2	Projected Lost Contribution to Fixed Costs (LCFC)	\$\$\$*	\$\$\$*
3	Lost Contribution to Fixed Costs Accumulation True-Up (Y1-Y4)	N/A	N/A
4	Prior Period Over/Under Amount (TUA) plus carrying costs	\$(57,039)	\$(104,158)
5	Recoverable Costs (PCCC) (Line 1+2+3+4)	\$262,394	\$178,921
6	Total CCF	61,602,975	21,891,200
7	EECR Rate/CCF	\$0.00426	\$0.00817

CenterPoint Energy Arkla's workpapers shall provide the rationale for the particular billing units selected and for the assignment of the Recoverable Costs to the customer classes.

Line 1) The Projected Energy Efficiency Program Costs ("PEEC") represent recovery of the planned, projected incremental costs of the customer programs over a twelve-month Program Cost Period.

Line 3) An LCFC true-up for PY1 – PY4 associated with the accumulation of LCFC.

Line 4) Prior Period Over/Under ("TUA") includes the carrying costs based on the then current Prime Rate.

Line 5) Projected Costs by Customer Class ("PCCC") includes the total of (1) the projected EECR Projected Energy Efficiency Program Costs ("PEEC"); (2) the projected LCFC; (3) the LCFC true-up for a 4-year period; and (4) the prior period true-up adjustment ("TUA").

\$\$\$* referenced in line 2 are equal to \$0 and not applicable in Program Year 1.

ENERGY EFFICIENCY COST RECOVERY RIDER
RIDER EECR (cont'd)

ENERGY EFFICIENCY COST RECOVERY RIDER

ATTACHMENT B

This Rider is applicable to customers receiving gas service furnished under the Company's residential, SCS-1 and SCS-2 rate schedules, excluding unmetered gas light. The applicable rates will be determined for two customer classes: (1) Residential and (2) Commercial. Customers in these two classes shall be charged an amount equal to their monthly energy (CCF) usage multiplied by the rates below, limited to \$75 per bill, effective February 1, 2025 through January 31, 2026.

Customer Class	Rate Adjustment
Residential	\$0.00426
Commercial	\$0.00817

ENERGY EFFICIENCY COST RECOVERY RIDER
RIDER EECR (cont'd)

ATTACHMENT C

EECR Rate Calculation

1	2
Customer Class	PCCC
Residential	\$0.00426 per CCF
Commercial	\$0.00817 per CCF

Col 1) See Attachment B.

Col 2) Projected Energy Efficiency Costs by Customer Class (PCCC)

Delta North Louisiana Gas Company, LLC
Issued: April 1, 2025
Issued by: Doug Boudreaux
Senior VP of Gas Operations

Original Sheet No. 37
EFFECTIVE: April 1, 2025

ENERGY EFFICIENCY COST RECOVERY RIDER PUBLIC ENTITIES
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PURPOSE

The purpose of the Energy Efficiency Cost Recovery Rider for Public Entities (“EECR-PE”) is to establish the EECR-PE Rate(s) used by Delta North Louisiana Gas Company, LLC (the “Company”) to recover energy efficiency costs approved by the Louisiana Public Service Commission (“LPSC”) in its General Order Docket R-31106, as revised and amended February 1, 2019 (“the General Order”). The energy efficiency costs include (1) the incremental direct Projected Public Entity Program Funds (“PEPF”); and (2) Lost Contribution to Fixed Cost (“LCFC”) described and approved by the LPSC in Section VI of the LPSC’s Energy Efficiency Rules attached to the General Order (“Rules”), and Section 3 of the LPSC Energy Efficiency Program Guidelines for Public Entities (“Guidelines”) attached to the General Order. Recovery of the PEPF is limited to the incremental costs representing the direct program costs that are not already included in the then current rates of the Company, including those costs identified in Section VI (8) of the Rules and Section 3 of the Guidelines. The EECR-PE Rates will be calculated to recover the Company’s Recoverable Costs over the period in which the EECR-PE Rates will be in effect.

INITIAL RATE DETERMINATION

The initial EECR-PE Rate(s) were filed with the LPSC prior to the first billing cycle of July 2024. The EECR-PE Rate(s) were determined by application of the EECR-PE Rate Formula set out in Attachments A and B to this Rider in Docket R-31106 and were accompanied by a set of workpapers sufficient to document the calculations of the EECR-PE Rate(s). In Program Year 1, the Projected Energy Efficiency Program Costs (“PEEC”) will be recovered over a 6-month Program Cost Period from July 2024 through December 2024. All subsequent Program Year cost recovery will be made over a 12-month Program Cost Period. The EECR-PE Rates in the initial rate determination were effective with the first billing cycle of July 2024.

ANNUAL RE-DETERMINATION

By January 16 of each year beginning in 2025, re-determined EECR-PE Rate(s) shall be filed with the LPSC by the Company. The re-determined EECR-PE Rate(s) shall be determined by application of the EECR-PE Rate Formula set out in Attachments A and B to this Rider. The revised rate(s) shall be filed in Docket No. R-31106 and shall be accompanied by a set of workpapers sufficient to document the calculations of the revised EECR-PE Rate(s).

The re-determined rate(s) shall reflect (1) the projected PEPF for the 12-month period commencing on February 1 after the Filing Date; (2) the projected LCFC for the 12-month period commencing on February 1 after the Filing Date and the accumulation of such LCFC from previous year; and (3) rate rider true-up adjustments to collect any under-recovered amounts of the Recoverable Costs or to refund any amounts over-collected during the prior Program Year, as set forth in Section IX (6) of the Rules. “Program Year” is defined as the 12-month period ending on December 31 after the Filing Date.

The true-up adjustment will be calculated to include the effect of carrying costs using the then current Prime Rate.

The EECR-PE Rate(s) as re-determined shall be effective with the first billing cycle of February and shall then remain in effect for twelve (12) months (“EECR-PE Cycle”), except as otherwise provided below.

TRACKING AND MONITORING PROGRAM COSTS AND BENEFITS

The Public Entity EE Programs will be managed by the LPSC Executive Secretary (or her/his internal designee) and a representative designated by each Commissioner (from the Commissioner’s staff) from each LPSC District (the “Project Team”). Applications for Public Entity EE Program projects shall be submitted, and sworn via verified affidavit, to the LPSC Executive Secretary (or her/his internal designee) for consideration and compliance with the Guidelines.

ENERGY EFFICIENCY COST RECOVERY RIDER
PUBLIC ENTITIES (cont'd)

The Company shall develop and implement appropriate accounting procedures, subject to the review of the Staff, which provide for separate tracking, accounting, and reporting of revenues collected through the EECR-PE Rider. The procedures shall enable the EECR-PE revenues to be readily identified and clearly separated from all other revenues. The Company shall secure and retain all documents necessary to verify the accuracy of the EECR-PE revenues. Such documents shall include, but shall not be limited to, billing determinants, journal entries, and summary revenue reports.

For the purpose of assessing the benefits and effectiveness of the programs, the Public Entity recipient shall comply with the Guidelines and develop and implement appropriate procedures, subject to the review of the Staff, which provide for separate tracking of the benefits and the effectiveness of the programs. The data that shall be tracked shall include, but shall not be limited to, information that will enable the Staff to assess the effectiveness of the programs. The Public Entity shall provide the LPSC Executive Secretary (or her/his internal designee) with an annual Evaluation Report of the Energy Efficiency project pursuant to the Guidelines.

TRACKING AND MONITORING LCFC

The Company shall monitor LCFC in accordance with the Rules and Guidelines and any future Orders addressing LCFC.

Public Entity program monitoring shall include as a minimum, a Total Resource Cost test that is greater than 1.0, and the "Participants Test" contained in the Commission's Guidelines in Sections 7 (e) and 11 (h) and Rules in Section III.

The Company will use this EECR-PE to recover contemporaneously the amount of LCFC from customers subject to annual true-up, as set forth in Section 3 of the Guidelines and Section VI of the Rules.

TERM

This EECR-PE shall remain in effect until modified or terminated in accordance with the provisions of this EECR-PE or applicable regulations or laws.

If this EECR-PE is terminated by a future order of the LPSC, the EECR-PE Rate(s) then in effect shall continue to be applied until the LPSC approves an alternate mechanism by which the Company can recover its Recoverable Costs. At that time, any cumulative over-recovery or under-recovery resulting from application of the just terminated EECR-PE Rate(s), inclusive of carrying costs at the then current Prime Rate, shall be applied to customer billings over the twelve (12) month billing period beginning on the first billing cycle of the second month following termination of the EECR-PE in a manner prescribed by the LPSC.

APPLICABLE RATE SCHEDULES

Residential Service (RS); Small Commercial - Firm Service (SCS-1); Commercial Poultry House (SCS-2); Large Commercial Firm Service (LCS-1); General Industrial Sales Service (GIS-1); Unmetered Gas Light (UGL); Large Commercial Transport Service (LCT-1); and General Industrial Transportation Service (GIT-1)

CAPPING OF EECR RATES

Notwithstanding the EECR Rate(s) listed herein, no Residential or Non-Residential customer shall be assessed more than \$75 monthly, as set forth in Section XV of the Rules as applied to the Guidelines.

TERMS AND CONDITIONS

Service furnished under this Schedule is subject to the Company's Standard Terms and Conditions for Gas Service and to all applicable Rider Schedules and adjustment clauses.

ENERGY EFFICIENCY COST RECOVERY RIDER
 PUBLIC ENTITIES (cont'd)

ENERGY EFFICIENCY COST RECOVERY RIDER
 PUBLIC ENTITIES

ATTACHMENT A

Line		<u>EECR-PE Rate</u>
1	Projected Public Entity Program Funds (PEPF)	\$227,000
2	Projected Lost Contribution to Fixed Costs (LCFC)	\$\$\$*
3	Lost Contribution to Fixed Costs Accumulation True-Up (Y1-Y4)	N/A
4	Prior Period Over/Under Amount (TUA) plus carrying costs	<u>\$0.00</u>
5	Recoverable Costs (PCCC) (Line 1+2+3+4)	\$227,000
6	Total CCF	102,182,817
7	EECR-PE Rate/CCF	\$0.00222
8	EECR-PE Rate/MMBtu	\$0.02165

CenterPoint Energy Arkla's workpapers shall provide the rationale for the particular billing units selected and for the assignment of the Recoverable Costs to the customer classes.

Line 1) The Projected Public Entity Program Funds ("PEPF") represent recovery of the planned, projected incremental costs of the customer programs over a twelve-month Program Cost Period.

Line 3) An LCFC true-up associated with the accumulation of LCFC.

Line 4) Prior Period Over/Under ("TUA") includes the carrying costs based on the then current Prime Rate.

Line 5) Projected Costs by Customer Class ("PCCC") includes the total of (1) the projected EECR Projected Public Entities Program Fund ("PEPF"); (2) the projected LCFC; (3) the LCFC true-up; and (4) the prior period true-up adjustment ("TUA").

\$\$\$* referenced in line 2 are equal to \$0 and not applicable in Program Year 1.

Delta North Louisiana Gas Company, LLC
Issued: April 1, 2025
Issued by: Doug Boudreaux
Senior VP of Gas Operations

Original Sheet No. 37C
EFFECTIVE: April 1, 2025

ENERGY EFFICIENCY COST RECOVERY RIDER
PUBLIC ENTITIES (cont'd)

ENERGY EFFICIENCY COST RECOVERY RIDER
PUBLIC ENTITIES

ATTACHMENT B

This Rider is applicable to customers receiving gas service furnished under the Company's residential, SCS-1, SCS-2, LCS-1, GIS-1, LCT-1, and GIT-1 rate schedules. Customers shall be charged an amount equal to their monthly energy (CCF of MMBtu) usage multiplied by the rates below, limited to \$75 per bill, effective February 1, 2025 through January 31, 2026:

Rate Rider
EECR-PE
EECR-PE

Rate Adjustment
\$0.00222 per CCF
\$0.02165 per MMBtu

Louisiana Standard Terms and Conditions
Schedule No. ST

1. **APPLICATIONS FOR SERVICE OR FOR DISCONTINUANCE OF SERVICE**

(a) An application by telephone or in person, or a contract in writing when appropriate, will be necessary before service is given. Service agreements and contracts are not transferable. Appropriate identification will be required prior to initiation of service.

(b) A customer who temporarily discontinues service and thereafter requests that service be restored may be reconnected without executing a new service application by payment of all amounts due and the applicable connect charges and deposits. In such event the customer, in accepting restored service, shall be subject to the rules, regulations, and rate schedules applicable.

(c) The Company will not be required to accept orders to discontinue service other than from the person in whose name the account is billed.

(d) When gas service is inaugurated or transferred from one location to another, during regular business hours, the Company shall make a nonrefundable connect charge of thirty-one dollars (\$31.00). When a customer requests the initiation or restoration of service which requires overtime work after normal daily working hours or on weekends and holidays, the customer will be advised of an additional premium connect charge of twenty-nine dollars (\$29.00). This premium connect charge will not apply to work required without fault of the customer.

2. **CUSTOMER FACILITIES AND EQUIPMENT**

(a) It shall be the duty of every customer to use gas in an efficient manner and in efficient appliances. Gas should not be burned in an appliance designed for coal or other fuel and not efficient for burning gas, nor in fireplaces with open chimney flues wasteful of the heat, cooking ranges with solid tops, or cooking or laundry stoves with burners more than 1 1/4 inches below the bottom of the cooking utensil, or wasteful or improperly adjusted or clogged machines, or in any water heater or other appliance or furnace not reasonably efficient. Vent pipes should be used on water heaters, cook stoves, enclosed type space heaters, or other appliances especially designed for such use. All uses shall be in compliance with all applicable state and federal regulations.

(b) The customer shall provide a service pipe from his premises to the location of service pipe equipment maintained by the Company for supplying gas to the customer. The customer's service pipe shall be steel or plastic of adequate size. If the customer's service pipe is steel, it shall be cathodically protected; and if plastic, it shall be a plastic pipe approved for gas use and installed with locator wire and anodeless riser at the meter location. The customer shall also provide a system of piping within his premises for connection to gas appliances. Customer's piping should not re-enter the ground after once reaching the surface. Customer shall provide a standard meter loop in a location suitable to the Company.

(c) The customer must have the system of piping past the outlet side of the meter thoroughly inspected and repaired before natural gas will be supplied. Full responsibility for maintaining a safe system of piping and appliances past the outlet side of the meter of the customer is assumed by and rests wholly with the customer. The Company is not responsible for the safe condition or operation of the system of piping or appliances.

3. **REFUSAL TO SERVE CUSTOMERS**

(a) The Company may decline to serve a customer or prospective customer until customer has complied with the State and Municipal regulations governing the service applied for and the reasonable rules and regulations of the utility.

(b) Until adequate facilities can be provided, the Company may decline to serve an applicant for service or to change materially the service of any customer, if, in its judgment, it does not have adequate facilities to render the service applied for or if the desired service is of a character that is likely to affect unfavorably the service to other customers.

(c) The Company may refuse to serve a customer if, in its best judgment, the customer's installation or equipment is regarded as hazardous or of such character that satisfactory service cannot be given.

(d) The Company may decline to serve any applicant who is indebted to the Company; provided, however, that in the event the indebtedness of the applicant for service is in dispute, applicant shall be served upon complying with the deposit requirement, and in addition thereto, making a special deposit in an amount equal to the net balance in dispute. Upon settlement of a disputed account, the balance, if any, due the applicant shall be promptly repaid, together with interest thereon from the date of the deposit until repaid at the rate of five per cent (5%) per annum, or as may be otherwise prescribed by law or order of the Commission.

(e) The Company shall also have the right to refuse service or to discontinue the supply of gas to a customer at a location until payment shall be made of delinquent bills for the customer at other premises.

4. **DISCONTINUANCE OF SERVICE**

(a) The Company reserves the right to shut off the gas at any time and to remove its property from the premises for any of the following reasons: (1) for tests or repairs; (2) for non-payment of bills when due, after required notice has been given; (3) failure of customer to provide reasonable access to the meter; (4) for incorrect representation of facts in application for service; (5) for failure to make or increase the cash deposit when required by the Company; (6) for reselling gas; (7) for placing or permitting the placing of any by-pass around any meter or service line; or for tampering; or permitting tampering with same; (8) for permitting pipes, or appliances owned or used by the customer to leak or otherwise permit the escape or waste of gas; (9) for failure to comply with the Standard Terms and Conditions of the Company; (10) failure to pay the applicable connect charge; (11) on order of municipal authorities having jurisdiction; (12) when checks received from customer for amounts past due or for the required deposit are not honored when presented to the bank for payment. The Company shall also have the right to discontinue the supply of gas at any time to a customer at one location until payment can be made of delinquent bills for gas furnished to the same customer at any other location.

(b) The Company shall not discontinue service to any customer for violation of its rules or regulations nor for non-payment of bills, without first having diligently tried to induce the customer to comply with its rules and regulations, or to pay amounts due the Company. Service may be discontinued after five (5) days' written notice shall have been given to the customer by the Company in the manner provided for in Paragraph 4 (d) or for fraudulent, careless, negligent, or unlawful use of the commodity or service detected, or where a dangerous condition is found to exist on a customer's premises.

(c) The customer shall have the privilege of paying any delinquent account at any time prior to the actual disconnection or turning off of service; provided, however, that the Company's right to disconnect within the next business day shall not be affected if the customer pays at an authorized payment center and has not notified the Company of such payment or otherwise provided a receipt.

Whenever the Company dispatches an employee to the premises of any customer for the purpose of disconnecting service for non-payment, and the payment of such account is made to such employee without actually disconnecting or turning off of service, a fee of twenty dollars (\$20.00) shall be added to and collected as a part of such delinquent account to cover, in part, the cost to the Company of dispatching such employee to the customer's premises. Whenever service has actually been disconnected on account of the failure of the customer to pay such delinquent account, or for any other reason without fault of the Company, if the customer desired the service to be reconnected within thirty (30) days after the date of disconnection, the Company shall require the customer to pay a reconnection charge of thirty-one dollars (\$31.00). A twenty dollar (\$20.00) charge or the maximum as may otherwise be prescribed by law or order of the Commission may be added to an account and collected to recover costs for reprocessing any check that has been returned to the Company by the bank by reason of insufficient funds on deposit.

(d) Notice of delinquencies and notices of discontinuance of service shall be construed to be given to the customer when a copy of such notice is left with such customer, or left at the premises where service is required, or posted in the United States mail addressed to the customer's last known post office address.

(e) The Company shall not be liable for damage to persons or property resulting from the discontinuance of gas service after having given the required notice. Arrangements satisfactory to the Company for the continuance of service on account of sickness or other causes shall be made by the customer prior to the expiration of the notice period.

(f) When, at customer's request, the Company changes the location at which service is rendered, the gas consumed at the new and old locations, for the purpose of billing, shall be combined. The change of the location to which service is rendered shall not be deemed to affect the rights of the Company with regard to the application of deposit or discontinuance of service for non-payment of the account.

(g) The fact that the Company has a cash deposit from a customer shall not in any manner affect the right of the Company to discontinue service to that customer for the non-payment of amounts past due regardless of the fact that the deposit is in excess of the amount past due.

5. **CUSTOMER DEPOSITS**

(a) The Company may require, with each service application from any customer or any prospective customer, a cash deposit to guarantee payment of bill. This required deposit shall not exceed an amount equivalent to two estimated maximum monthly bills when payment is due after the service is rendered. The Company shall pay interest on the deposit at the rate of five per cent (5%) per annum or as may be otherwise prescribed by law or order of the Commission. When service is discontinued by the Company for any reason other than for repairs, the Company may apply such deposit to the payment of all charges authorized under these Standard Terms and Conditions and the account shall become inactive. Interest will not accrue on deposits when they become inactive. The Company shall pay interest on deposits either upon return of the deposit or upon request of the customer, however, the Company shall not be required to make more than one interest payment in any twelve month period.

(b) Interest shall not accrue on any cash deposit after the date the Company has made a bona fide effort to return such deposit to the depositor. The Company shall keep in its records evidence of its effort to return such deposit.

(c) A new or additional deposit may be required upon reasonable written notice of the need for such a requirement in any case where a deposit has been refunded or is found to be inadequate as above provided for, or where a customer's credit standing is not satisfactory to the Company. The service of any customer who fails to comply with these requirements may be disconnected upon five (5) days' written notice.

(d) All applicants for residential service who are sixty-five (65) years of age or older will be considered as having established credit if such applicant does not have an outstanding account balance with the Company or with another gas utility company which accrued within the last two years. No deposit shall be required of the applicant under these conditions.

(e) When a residential customer has paid bills for service for twelve (12) consecutive bills without having service disconnected for nonpayment of bill and without having more than two occasions in which a bill was delinquent and when the customer is not delinquent in the payment of the current bills, the Company shall automatically refund the deposit plus accrued interest to the customer in the form of cash or credit to the customer's account.

(f) All charges authorized under these Standard Terms and Conditions shall be due and payable on the same terms and conditions as charges made for gas service and the same procedure for discontinuance of service for such charges shall be followed. Upon final discontinuance of service such charges may be applied against refunds, if any, due on the customer's deposits.

6. **BILLING**

(a) Gas supplied will be charged for from the time of turn-on until the Company discontinues the supply. Failure on the part of the customer to properly notify the Company when the customer's responsibility for the payment for gas at a premises ceases shall not relieve the customer from the obligation of paying all bills accruing up to the time proper notification is received by the Company. Final gas bills are due and payable upon presentation when gas service is discontinued.

(b) The customer shall pay for all gas passing through the meter, whether the same be used or wasted through leaks in customer's pipes, apparatus, or otherwise and shall be bound by the true reading of the meter, provided it is in good repair and working order.

(c) The contract for gas service shall, at the option of the Company, cease and terminate and the bills for gas previously delivered immediately become due and payable without further notice in case a landlord's warrant or any writ of execution is issued against the customer or levied against the premises or any property thereon, or in case an assignment or any act of bankruptcy is made or committed by the customer.

(d) Bills rendered for service for less than the standard monthly billing period shall be calculated as follows:

(1) Where the meter reading indicates no consumption, and the period involved is less than fifteen (15) days, no charge will be made. If the period involved is fifteen (15) days or more, and the meter reading indicates no consumption, the applicable monthly minimum will be charged.

(2) Where the meter reading indicates any consumption, regular rate schedules will apply, regardless of period involved. Meters will be read to the nearest hundred cubic feet and bills computed on this basis.

(3) Where the customer changes location within the same distribution plant, the consumption at both locations will be combined for the monthly billing.

(e) Monthly statements will be delivered to the location at which gas is supplied, by an employee of the Company, or posted in the United States mail, unless the customer has directed the Company in writing to send statements to another address. The terms "Delivered" or "Rendered" shall not be construed as an obligation on the part of the Company to deliver or render statements to the customer in person, or to other occupants of the premises. A duplicate copy of statements will be furnished upon request, and failure to receive statements for any reason whatsoever, will not entitle the customer to further time to pay account, or to a continuation of gas supply if the account is overdue.

(f) A residential apartment shall be defined as a room or group of rooms which are revenue producing and which contain a sink and/or cooking facilities and shall be considered a separate apartment for metering and billing purposes. House trailers shall also be considered separate apartments for metering and billing purposes.

(g) Residential customer premises shall be metered and billed separately even if under common ownership, and combined metering or billing shall not be permitted. Commercial and industrial premises shall be considered separate when not on the same tract or contiguous tracts of land, or when each is a complete unit not physically integrated with, or essentially a part of, the other or others, and each renders a complete service or produces a finished product. Tracts of land separated by public streets, roads, or alleys shall be considered non-contiguous tracts.

(h) The Company may make a charge of two dollars (\$2.00) for any special meter reading which it is called upon to make other than on the regular reading date. Where interim meter readings are furnished to the owner of premises, the Company accepts no responsibility as to the distribution of the monthly bill as between tenants.

(i) Claims for error in statements rendered should be made by the customer as soon as discovered; if the claim is found to be meritorious, the Company will make proper adjustment on the customer's subsequent bills, or make refund to the customer within a reasonable time.

(j) The Company shall make a test of the accuracy of registration of a meter upon request of a customer. If such test shows the meter to be slow or within the tolerance limit as to accuracy of registration, the customer may be required to pay a charge of thirty-six dollars (\$36.00) for each test so made. If the test shows the meter to be fast and in excess of the tolerance limit of accuracy, such test shall be made at the expense of the Company and an adjustment shall be made with the customer.

(k) In case a meter ceases to register, the quantity consumed will be estimated from the amount consumed during the corresponding period for the previous year, giving due consideration to weather and other pertinent factors, or by such other method that will be equitable.

7. **CONNECTIONS AND EXTENSIONS**

(a) The Company will make, own, and maintain all necessary connections with its street mains and install a service line to the customer's property line where the Company may at its option install a service cock and box. In addition:

(1) the Company will install a yardline from the customer property line to the inlet side of the meter;

(2) the Company will install up to one hundred (100) feet of yardline at its expense for each residential customer using gas water heating and gas central comfort heating. The installation cost of yardline beyond one hundred (100) feet, and for customers not using both gas water heating and gas central comfort heating, will be determined by an economic feasibility model. The costs so determined will be charged to the customer.

(3) The installation costs of yardline for all commercial customers will be determined by the Company using an economic feasibility model and applicable charges will be determined from this model.

(b) New Meter Locations

(1) Residential and Small Commercial Installations

If the customer's structure is located within one hundred (100) feet of the Company's street main or the customer's property line, whichever is nearest, the Company will install the meter at the side of the customer's structure.

(2) Large Commercial Installations

All new meter set locations will be determined by mutual agreement between the customer and the Company. Any such location must provide for an adequate margin of safety from public road and in-plant traffic. Customer shall have the duty to notify Company of any changes in traffic patterns or any other conditions which subsequently render any agreed-upon location unsafe. Company shall not be liable to customer for any damages caused by an impact to a meter.

As to all customer yardlines, the Company will own, maintain and specify the route of the yardline piping. Access must be granted on customer's property for replacement or repairs of these Company-owned facilities. The Company will also set and own the meter and regulator, but all piping, connections and appliances on the outlet side of meter for the purpose of utilizing gas shall be furnished and installed by the house owner or customer at the owner's or customer's risk and expense.

(c) Extensions from the Company's distribution lines and/or pipeline taps will be made under the following conditions and circumstances:

(1) The Company will install up to 100 feet of main at its expense for each residential customer using both gas water heating and gas central comfort heating. Main extensions in excess of 100 feet may require a customer contribution. The customer contribution will be determined by the Company using an economic feasibility model. The contribution so determined will be charged to the customer. The Company may, at its discretion, enter into an agreement with the customer(s) providing for an appropriate refund of the customer(s)' contributions in the event additional customers are later added to the extension within 5 years from the date of its installation, provided however, the total amount refunded shall never exceed that customer's total contribution amount.

(2) An economic feasibility model will be prepared by the Company for all commercial customer main extensions, and applicable charges to the customer will be determined from this model.

(3) The Company will establish, when capital funds are available, such new distribution service where the Company will be reasonably assured of a reasonable return on its investment.

(d) The Company will not be required to enlarge its system of mains to meet the demand for gas of a prospective customer or to provide for an appreciable increase in the demand of a present customer unless in the judgment of the Company a reasonable rate of return is assured as a result of the expenditure required.

(e) When the Company extends its main to serve new customers, the Company will extend from that existing main which, in its judgment will be most advantageous for rendering service.

(f) Where the customer requires that the customer's meter be placed underground in a curb box, the Company will make a reasonable charge to cover the additional cost of the underground meter, the cost of the curb box and lid and added installation cost. The installation shall become and remain the property of the Company.

(g) A standard Rural Gas Sales Contract must be executed by each customer requesting a pipeline tap. The Company will not make a tap on any federally certificated transmission line, unless, in the judgment of the Company, a reasonable rate of return can be earned as a result of the expenditure required to construct the tap and serve the customer, without unreasonable consequences to other customers. In addition, the Company will not make or serve a tap on any other transmission line, field gathering pipeline, or lines to wells which in the Company's opinion, presently contain or may in the foreseeable future contain undehydrated gas, liquid hydrocarbons, sour gas, or gas that is otherwise not merchantable. The Company may discontinue service whenever it believes reliable service cannot continue to be provided for any reason, including, but not limited to, water content of the gas furnished.

(h) Replacement/Repair of Existing Yardlines

(1) If the Company determines that leakage exists in a yardline which was originally installed by the Company and the leakage can be eliminated by minor repairs (e.g., by tightening/replacing fittings or replacing short sections of pipe), then the Company shall make such repairs.

(2) If the Company determines that leakage exists in a yardline originally installed by person(s) other than the Company, the Company will replace the yardline consistent with the provisions of paragraph 7.(a) above. The Company will own, maintain, and specify the route of the yardline piping.

(3) After a yardline replacement under this section has been made, the Company shall perform periodic leak surveys and, if steel pipe is used, install and maintain cathodic protection on the yardline consistent with all regulatory requirements as well as Company policy and procedure.

(4) The location of all classes of meters will be determined as stated in Section 7 (b). Should the Company change the location of the meter station in conjunction with the replacement/repair of a yardline, the Company will bear all cost involved.

(i) Excess Construction Allowance

(1) Where the value of the Construction Allowance (allowed footage multiplied by current cost) exceeds Company's investment in mains, service lines, and yard lines required to serve a customer or a grouping of customers, Company may, at its option, utilize excess allowances to defray the cost of gas piping and other facilities required for gas utilization.

8. **GENERAL**

The customer shall use the gas delivered hereunder for the customers purposes only, and shall not, under any circumstances, resell or share with others any gas delivered hereunder. Service shall be through one or more meters, at the option of the Company. No changes, extensions, or replacement of service pipe without written consent of the Company shall be made, and no extension whatsoever of customer owned piping shall be made for the purpose of supplying gas to adjacent property, or to other persons or concerns residing or the operating on the premises of the customer.

Properly accredited employees of the Company shall have the right to enter the premises of customers at reasonable hours to read meters and inspect or test pipe, appliances, meters, and other equipment relating to gas service and to change or remove the equipment owned by the Company. Failure to permit such entry shall be cause for discontinuance of service as herein specified. This right of entry shall not be construed as placing any responsibility on the Company to inspect and test the lines of the customer.

No regulator, regulator station, meter house, meter or other property or equipment owned by the Company, wherever situated, whether upon customer's premises or elsewhere shall be tampered with or interfered with either for the purpose of adjustment or otherwise, except by authorized and accredited representatives of the Company.

To protect its customers against imposition and misrepresentation, the Company has provided its authorized agents with identification cards or numbered badges and no person representing himself as an employee of the Company shall be permitted access to the customer's premises who cannot, upon request, produce this means of identification.

No agent, representative or employee of the Company has authority to make any promises, agreement or representation not incorporated herein, and any such promise, agreement or representation not set forth herein shall not bind the Company, agent, representative or employee making same. The place of delivery of all gas purchased shall be at the point of connection to the customer's service line from which point all gas delivered shall become the property of the customer, who shall thereafter be responsible for its passage through the meter and for all damage caused by said gas.

The Company shall have no responsibility for any act or omission, and shall have no liability from any cause, downstream of delivery. In case the supply of gas should fail, whether from natural causes, bursting of pipes or accident in any way, the Company shall not be liable for damages, whether direct, special, continuing, exemplary, presumptive, incidental, indirect or consequential, including without limitation, loss of profits, loss of revenue, or loss of production capacity by reason of such failure. The Company shall not be liable in damages for any act or event that is beyond the Company's control and which could not be reasonably anticipated and prevented through the use of reasonable measures, including, but not limited to acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, arrests, wars, blockades, insurrections, riots and epidemics, landslides, lightning, earthquakes, fires, storms, floods and washouts, priority limitation or restraining orders of any governmental authority and civil disturbances, explosions, breakage, accidents, tests, maintenance or repair to machinery, equipment, lines of pipe or other facilities; inability to obtain, or unavoidable delay in obtaining, material, equipment, rights-of-way or permits; and any other causes whether of the kind herein enumerated or otherwise.

Meters and pipes are likely to freeze in cold weather, and it shall be the duty of each customer to protect the pipes and the meter or meters on the customer's premises from the action of the elements.

Delta North Louisiana Gas Company, LLC
Issued: April 1, 2025
Issued by: Doug Boudreaux
Senior VP of Gas Operations

Original Sheet No. 49

EFFECTIVE: April 1, 2025

9. **RESIDENTIAL AVERAGE MONTHLY BILLING PROGRAM**

Under this provision, certain Residential Customers have the option of participating in the Company's Average Monthly Billing Program ("AMB") as an alternative to the Company's normal billing procedure. For purposes of the AMB, the following definitions shall apply:

A. "Normal Bill" is an amount computed using the Company's applicable residential rate schedule for service provided to a customer during a billing month.

B. "Qualifying Customer" shall mean a residential customer of the Company who has not had gas services suspended for non-payment and has not had a "Past Due" notice issued on an account during the immediately preceding twelve month period.

AVAILABILITY:

The AMB is available to any Qualifying Customer of the Company.

OPERATION:

A. Computation of Bills under the AMB

Under the AMB the Qualifying Customer shall receive a monthly "Average Bill" computed using the most recent 12 months rolling average of the customer's Normal Bills rounded to the nearest dollar. The amount of Average Bill and Normal Bill will appear on the customer's monthly billing statement. The cumulative difference between Normal Bills which have been deferred and the Average Bills rendered under the AMB will be carried in a deferred balance that will accumulate both debit and credit differences.

In such instances where sufficient billing history is not available, a twelve-month billing history will be estimated by the Company. The estimated history will be based on actual billings for those months in which actual billing data is available and estimated based on the service address or a similar location for those months in which actual billing is unavailable.

B. Effect of AMB on other Tariff Provisions

Except as modified herein, participation in the AMB will have no effect on the Company's approved rate schedules or other billing charges used to calculate the customer's Normal Bill. Participation in the AMB shall have no effect on any other term or condition for providing service contained in the Company's tariffs including those provisions relating to termination or suspension of service.

C. Effect of Customer Discontinuance of AMB or Termination or Suspension of Service

The customer may discontinue the AMB at any time by notifying the Company. If a customer requests discontinuance of the AMB, if an account is final billed, or if the service is suspended by the Company as a result of past due amounts on an account, any outstanding balance owed the Company at the time, including any differences between billings under the AMB and Normal Bills which would have been rendered under normal billing procedures, shall be immediately due and payable. Likewise, any credit due customer shall be applied to the next bill or refunded, as appropriate.

Delta North Louisiana Gas Company, LLC
Issued: April 1, 2025
Issued by: Doug Boudreaux
Senior VP of Gas Operations

Original Sheet No. 50

EFFECTIVE: April 1, 2025

10. **ENERGY EMERGENCY BILLING PROGRAM**

During an Energy Emergency, and pursuant to the provisions of this section, certain "Qualifying Customers" have the option of participating in the Company's Energy Emergency Billing Program ("EEBP") as an alternative to the Company's normal billing procedure.

For purposes of the EEBP, the following definitions shall apply:

(i) "Commission" shall mean the Louisiana Public Service Commission

(ii) "Commission's Order" shall mean the Commission's General Order in Docket No. R26038 dated the 7th day of March 2002.

(iii) "Energy Emergency" is an Energy Emergency as defined in the Commission's Order.

(iv) "Normal Bill" is an amount computed using the Company's applicable rate schedule for service provided to a customer during a billing month.

(v) "Qualifying Customer" shall mean a:

(1) residential customer of the Company:

(a) whose income does not exceed one hundred and fifty-percent of the poverty level as established by the Federal Government and who are sixty-five years of age or older; or

(b) who receives any one of the following;

(i) food stamps;

(ii) Temporary Assistance for Needy Families (TANF);

(iii) whose income consists solely of Social Security payments; or

(2) a customer who is otherwise identified as a Qualifying Customer by the Commission; or

(3) a customer which is a governmental agency that provides services, the absence of which could result in imminent peril to public health, safety, and welfare.

AVAILABILITY:

The EEBP is available to any Qualifying Customer who has applied for EEBP prior to the declaration of an Energy Emergency.

10. ENERGY EMERGENCY BILLING PROGRAM (CONTINUED)

OPERATION:

In the event of an Energy Emergency, a Qualifying Customer who has previously applied for the EEBP shall begin receiving bills computed in accordance with the EEBP effective with meters read after the declaration and during the time of the Energy Emergency.

A. Computation of Bills under the EEBP

During the Energy Emergency the rendering of Normal Bills shall be automatically suspended and the Qualifying Customer shall begin receiving a monthly "Average Bill" computed using the most recent 12 months rolling average of the customer's Normal Bills rounded to the nearest dollar. The amount of Average Bill and Normal Bill will appear on the customer's monthly billing statement. The cumulative difference between Normal Bills which have been deferred and the Average Bills rendered under the EEBP will be carried in a deferred balance that will accumulate both debit and credit differences. Any unpaid balances and deferred payments applicable to service provided prior to the declaration of the Energy Emergency shall be due and payable in addition to and at the same time as the Average Bill.

In such instances where sufficient billing history is not available, a twelve-month billing history will be estimated by the Company. The estimated history will be based on actual billings for those months in which actual billing data is available and estimated based on the service address or a similar location for those months in which actual billing is unavailable.

Upon suspension of the Energy Emergency, the Qualifying Customer shall begin receiving Normal Bills plus an adjustment reflecting the customer's deferred balance. If the total deferred balance is a credit, full amount of the credit shall be applied to the customer's Normal Bill until the credit is exhausted. If the total deferred balance is a debit, one-twelfth of the total deferred debit amount shall be added to the customer's Normal Bill for the next twelve billing periods.

B. Effect of EEBP on other Tariff Provisions

Except as modified herein, participation in the EEBP will have no effect on the Company's approved rate schedules or the billing and collection of other charges, including past due amounts and charges deferred prior to the declaration of the Energy Emergency. Participation in the EEBP shall have no effect on any other term or condition for providing service contained in the Company's tariffs including those provisions relating to termination or suspension of service.

C. Effect of Customer Discontinuance of EEBP or Termination or Suspension of Service

The customer may discontinue the EEBP at any time by notifying the Company. If a customer requests discontinuance of the EEBP, if an account is final billed, or if the service is suspended by the Company as a result of past due amounts on an account, any outstanding balance owed the Company at the time, including any differences between billings under the EEBP and Normal Bills which would have been rendered under normal billing procedures, shall be immediately due and payable. Likewise, any credit due customer shall be applied to the next bill or refunded, as appropriate.

11. **APPLICABILITY OF STANDARD TERMS AND CONDITIONS**

These Standard Terms and Conditions are made a part and condition of all rate schedules of the Company, and all customers served under such schedules shall be subject to these Standard Terms and Conditions.

These Standard Terms and Conditions are in addition to Rules and Regulations now established by the Regulatory Body having jurisdiction over these matters.

12. COMMERCIAL CUSTOMER LEVELIZED BILLING PROGRAM

Under this provision this provision, certain Commercial Customers have the option of participating in the Company's Levelized Billing Program ("LBP") as an alternative to the Company's normal billing procedure.

For purposes of this LBP, the following definitions shall apply:

- A. "Normal Bill" is an amount computed using the Company's applicable commercial rate schedule for service provided to a customer during a billing month.

- B. "Qualifying Commercial Customer" shall mean a commercial customer of the Company who does not use in excess of 60 Mcf annually and has not had gas services suspended for non-payment and has not had a "Past Due" notice issued on an account during the immediately preceding twelve month period.

AVAILABILITY:

The LBP is available to any Qualifying Customer of the Company.

OPERATION:

A. Enrollment Period

Enrollment in the Commercial Levelized Billing Program is open to Qualifying Commercial Customers only for the months of April and May of each year.

B. Computation of Bills under the LBP

Under the LBP the Qualifying Customer shall receive a monthly "Average Bill" computed using the most recent 12 months rolling average of the Customer's Normal Bills rounded to the nearest dollar. The amount of Average Bill and Normal Bill will appear on the Customer's monthly billing statement. The cumulative difference between Normal Bills which have been deferred and the Average Bills rendered under the LBP will be carried in a deferred balance that will accumulate both debit and credit differences.

In such instances where sufficient billing history is not available, a twelve-month billing history will be estimated by the Company. The estimated history will be based on actual billings for those months in which actual billing data is available and estimated based on the service address or a similar location for those months in which actual billing is unavailable.

C. Effect of LBP on other Tariff Provisions

Except as modified herein, participation in the LBP will have no effect on the Company's approved rate schedules or other billing charges used to calculate the Customer's Normal Bill. Participation in the LBP shall have no effect on any other term or condition for providing service contained in the Company's tariffs including those provisions relating to termination or suspension of service.

D. Effect of Customer Discontinuance of LBP or Termination or Suspension of Service

The Customer may discontinue the LBP at any time by notifying the Company. If a customer requests discontinuance of the LBP, if an account is final billed, or if the service is suspended by the Company as a result of past due amounts on an account, any outstanding balance owed the Company at the time, including any differences between billings under the LBP and Normal Bills which would have been rendered under normal billing procedures, shall be immediately due and payable. Likewise, any credit due customer shall be applied to the next bill or refunded, as appropriate.

Delta North Louisiana Gas Company, LLC
Issued: April 1, 2025
Issued by: Doug Boudreaux
Senior VP of Gas Operations

Original Sheet No. 53

EFFECTIVE: April 1, 2025

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Delta North Louisiana Gas Company, LLC
Issued: April 1, 2025
Issued by: Doug Boudreaux
Senior VP of Gas Operations

Original Sheet No. 54

EFFECTIVE: April 1, 2025

[RESERVED FOR FUTURE USE]

Delta North Louisiana Gas Company, LLC
Issued: April 1, 2025
Issued by: Doug Boudreaux
Senior VP of Gas Operations

Original Sheet No. 55

EFFECTIVE: April 1, 2025

[RESERVED FOR FUTURE USE]

Issued: April 1, 2025

Issued by: Doug Boudreaux

EFFECTIVE: April 1, 2025

Senior VP of Gas Operations

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Delta North Louisiana Gas Company, LLC
Issued: April 1, 2025
Issued by: Doug Boudreaux
Senior VP of Gas Operations

Original Sheet No. 58

EFFECTIVE: April 1, 2025

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