

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the “Agreement”) is made and entered into as of the _____ day of _____, 2026, by and between CenterPoint Energy Resources Corp., a Delaware corporation (the “Seller”), and the City of Tomball, Texas, a [home-rule]¹ municipality (the “Purchaser”).

WITNESSETH:

WHEREAS, the Seller owns a certain segment of natural gas pipeline located in Tomball, Texas, as described on Exhibit A hereto (the “Equipment”);

WHEREAS, the Seller has agreed to sell, convey, assign, transfer and deliver unto the Purchaser, and the Purchaser desires and has agreed to purchase and acquire from the Seller, the Equipment, free and clear of all claims and liens, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein, of the warranties and representations set forth herein, and for other valuable consideration, the receipt and sufficiency of which hereby are duly acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. SALE AND PURCHASE; CLOSING:

- 1.1. **Sale and Purchase of the Equipment; Purchase Price.** Seller hereby agrees to sell to Purchaser and Purchaser hereby agrees to purchase from Seller all of Seller’s right, title and interest in and to the Equipment, free and clear of all Liens. In consideration for the transfer of the Equipment, at the Closing, the Purchaser will pay, or cause to be paid, to the Seller, by wire transfer of immediately available funds to an account designated in writing by the Seller to the Purchaser, an aggregate amount equal to Two Hundred and Fifty Thousand Dollars (\$250,000.00). Purchaser agrees that Purchaser shall be liable for all obligations and liabilities, known or unknown, relating in any manner to Purchaser’s use, ownership, operation, or maintenance of the Equipment. Notwithstanding anything to the contrary, upon the completion of the sale of the Equipment, the obligations of the

¹ NTD: City of Tomball to confirm.

Purchaser in the foregoing sentence in this Section shall survive the Closing (hereinafter defined) of the sale of the Equipment and completion of this Agreement.

1.2. **Time and Place of Closing.** The closing (the “Closing”) will take place via the electronic exchange of signature pages and other required documentation, in no event later than three (3) Business Days (hereinafter defined) after all conditions in Articles 6 and 7 have been satisfied or waived by the appropriate party in writing, or at such other time and place as the parties hereto may agree in writing (the date on which the Closing actually occurs is hereinafter referred to as the “Closing Date”). The parties hereto agree that, should the Closing occur, the effective time and date of the transactions shall be 12:01 a.m., Central Standard Time on the Closing Date (the “Effective Time”).

1.3. **Closing.** At the Closing, the Seller and Purchaser shall duly execute and deliver or cause to be duly executed and delivered to the other a Bill of Sale in substantially the form attached as **Exhibit B**.

2. REPRESENTATIONS AND WARRANTIES OF SELLER:

Seller represents and warrants to Purchaser that the Equipment is sold to Seller free and clear of all Liens. Seller represents and warrants to Purchaser that all of the following representations and warranties are true and correct as of the date hereof and shall be true and correct at the time of Closing:

2.1. **No Other Warranties.** **EXCEPT AS OTHERWISE SET FORTH HEREIN, THE EQUIPMENT IS SOLD AND CONVEYED MADE ON AN “AS-IS, WHERE-IS” BASIS, WITH ALL FAULTS AND DEFECTS, WHETHER KNOWN OR UNKNOWN. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE CONDITION, QUALITY, OR SUITABILITY OF THE EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

2.2. **Status.** The Seller is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware and, subject to compliance with Section 6.4 hereof, has full power and authority to enter into this Agreement and to consummate the transactions contemplated hereby.

2.3. **Authority; No Conflict; Validity.** On the Closing Date, the execution, delivery, and performance of this Agreement and all other instruments to be executed and delivered by the Seller hereunder will not conflict with or violate any provision of law or result in the breach of, or constitute a default under, any agreement or instrument to which the Seller is a party or violate any judgment or order binding upon the Seller. This Agreement has been duly executed and delivered by the Seller and constitutes the valid and legally binding obligation of the Seller, enforceable against the Seller in accordance with its terms, subject to the qualifications that such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws relating to or affecting creditors' rights generally and by general equitable principles or principles of Texas law similar to equitable principles in jurisdictions that recognize a distinction between law and equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

3. REPRESENTATIONS AND WARRANTIES BY PURCHASER:

As an inducement to Seller to enter into this Agreement and to sell the Equipment hereunder, the Purchaser represents and warrants to Seller that all of the following representations and warranties are true and correct as of the date hereof and shall be true and correct at the time of Closing:

3.1. **Status.** The Purchaser is a [home-rule] municipality duly organized, validly existing and in good standing under the laws of the State of Texas and has full power and authority to enter into this Agreement and to consummate the transactions contemplated hereby.

3.2. **Authority; No Conflict; Validity.** On the Closing Date, the execution, delivery, and performance of this Agreement and all other instruments to be executed and delivered by the Purchaser hereunder will not conflict with or violate any provision of law or result in the breach of, or constitute a default under, any agreement or instrument to which the Purchaser is a party or violate any judgment or order binding upon the Purchaser. The execution and delivery of this Agreement by Purchaser have been duly authorized by all necessary action of [the City Council of the City of Tomball]. This Agreement has been duly executed and delivered by the Purchaser and constitutes the valid and legally binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms, subject to

the qualifications that such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws relating to or affecting creditors' rights generally and by general equitable principles or principles of Texas law similar to equitable principles in jurisdictions that recognize a distinction between law and equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

4. PRE-CLOSING AND POST-CLOSING COVENANTS:

- 4.1. **Consents and Approvals.** The parties hereto acknowledge and agree that Texas Railroad Commission approval is not required for this transaction due to the consideration amount involved.
- 4.2. **Public Announcements.** Prior to the Closing Date, the Purchaser and the Seller shall consult in advance on the timing and contents of announcements and public disclosures regarding the transactions contemplated under this Agreement, and subject to any legal requirements, all such announcements shall require the consent of the parties, which shall not be unreasonably withheld. Subject to any legal requirements, no public announcement shall be made concerning the negotiation or execution of this Agreement until the Closing Date.
- 4.3. **Confidentiality.** Subject to the requirements of Applicable Law or as otherwise agreed upon by the parties, all non-public information regarding any party hereto or their respective businesses or properties that is disclosed by or on behalf of the Purchaser or the Seller (in such capacity, the "Disclosing Party") to the other party (in such capacity, the "Recipient") or its Representatives (as defined below) in connection with the negotiation, execution or performance of this Agreement or other documents related to the transactions contemplated hereby, including any financial information (collectively, "Confidential Information") shall be (1) confidential and shall not be disclosed by the Recipient to any other Person or entity or (2) used by the Recipient or any of its Representatives other than to perform its obligations or exercise or enforce its rights and remedies under this Agreement or any ancillary agreement or comply with Applicable Law or a party's respective regulatory, stock exchange, tax or financing reporting requirements (each, a "Permitted Use"). Notwithstanding the foregoing, from and after the Closing, Confidential Information shall

not include any information that: (i) was already known to the Recipient or its Representatives other than under an obligation of confidentiality, at the time of disclosure by or on behalf of the Disclosing Party, (ii) became generally available to the public or otherwise part of the public domain after its disclosure to the Recipient or its Representatives other than through any act or omission of the Recipient in breach of this Agreement, (iii) is subsequently disclosed to the Recipient or its Representatives by a third party without obligations of confidentiality with respect thereto, or (iv) is subsequently independently discovered or developed by the Recipient or its Representatives by lawful means without the use of Confidential Information. This Section 4.3 shall survive any termination or expiration of this Agreement, and the covenants herein are in addition to, and do not supersede, any other obligation of confidentiality to the Disclosing Party. Notwithstanding the foregoing, the Recipient may disclose or use, as applicable, Confidential Information of the Disclosing Party:

- a) to the Recipient's own directors, officers, employees, lenders, agents and advisors (the "Representatives") who need to know such information in connection with a Permitted Use, provided that party informs such Representatives of the confidential nature of the Confidential Information, and such Representatives agree to act in accordance with the terms and conditions of this provision;
- b) in the event the Recipient or any of its Representatives is requested or required by Applicable Law, regulation, interrogatory, request for information or documents, subpoena, deposition, civil investigative demand or other legal or regulatory process to disclose any Confidential Information; provided, that in such case, the Recipient will, to the extent practicable, notify the other party in writing in a timely manner so that such party may seek a protective order or other appropriate remedy or, in such party's sole discretion, waive compliance with the confidentiality provisions of this Agreement.

The confidentiality obligations set forth in this Section 4.3 shall remain in effect for a period of two (2) years following the Closing Date, notwithstanding any earlier termination of this

Agreement, except as otherwise required by law.

- 4.4. **Efforts; Further Assurances.** Subject to the terms and conditions of this Agreement, each party will act in good faith and use its commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things reasonably necessary or desirable under Applicable Law to consummate the transactions contemplated by this Agreement, except as otherwise specified in this Agreement. Each party hereto agrees to execute, acknowledge, deliver, file, and record such further certificates, amendments, instruments, and documents and to do all such other acts and things as may be required by law or as may be necessary or advisable to carry out the intent and purposes of this Agreement.
- 4.5. **Pre-Closing Work.** The Seller and the Purchaser shall use commercial reasonable efforts to complete any work required by the Purchaser or otherwise necessary for the transfer and operation of the Equipment (collectively, the “Work”), including but not limited to the west-side main cut, east-side connection, and replacement of meters, prior to the Closing Date. In connection with the completion of the Work, if the transactions contemplated hereby do not close, then the Purchaser shall reimburse the Seller for documented costs and expenses incurred by the Seller in performing the Work prior to the Closing Date. Reimbursement shall be made within thirty (30) days following the Seller’s submission of appropriate invoices and supporting documentation to the Purchaser. This Section 4.5 shall survive any termination or expiration of this Agreement.
- 4.6. **Right of First Refusal.** If, at any time after the Closing, Purchaser or any successor or permitted assignee of Purchaser (collectively, “City”) proposes to sell, transfer, assign, convey, lease (if in substance a disposition), or otherwise dispose of (any such transaction, a “Proposed Transfer”) all or any material portion of its natural gas assets, including without limitation, the Equipment (collectively, the “Natural Gas Assets”) to any Person (other than Seller or an Affiliate of Seller), then the City shall first offer to sell such Natural Gas Assets to Seller on the same terms and conditions as the Proposed Transfer. The City shall deliver to Seller written notice (the “ROFR Notice”) of any Proposed Transfer, which ROFR Notice shall describe in reasonable detail the Natural Gas Assets proposed to be transferred, the identity

of the proposed transferee, and all material terms and conditions of the Proposed Transfer, including the proposed purchase price or other consideration and the proposed closing date. Seller shall have sixty (60) days after receipt of the ROFR Notice to elect, by written notice to the City, to purchase the Natural Gas Assets on the terms set forth in the ROFR Notice (the “ROFR Election”). If Seller timely delivers a ROFR Election, the City and Seller shall use commercially reasonable efforts to consummate such purchase and sale within one hundred and eighty (180) days after the ROFR Election (or such other period as the parties may agree in writing). If Seller does not timely deliver a ROFR Election, or timely delivers a ROFR Election but fails to close for reasons other than the City’s breach, then the City may consummate the Proposed Transfer to the proposed transferee on terms and conditions no more favorable to such transferee than those set forth in the ROFR Notice, provided that such Proposed Transfer closes within one hundred and eighty (180) days after Seller’s receipt of the ROFR Notice; otherwise, the City shall be required to re-offer such Natural Gas Assets to Seller in accordance with this Section 4.6 prior to entering into any subsequent Proposed Transfer. The rights granted to Seller under this Section 4.6 shall be binding upon the City and its successors and permitted assigns and shall inure to the benefit of Seller and its successors and permitted assigns.

5. TERMINATION:

5.1. **Termination.** This Agreement may be terminated:

- a) at any time before the Closing, by mutual written consent of the Seller and the Purchaser;
- b) at any time before the Closing, by the Purchaser if (i) the Purchaser is not in material breach of any of its representations, warranties or obligations hereunder and (ii) the Seller is in material breach of any of its representations, warranties or obligations hereunder that causes or would cause the conditions set forth in Article 7 not to be satisfied, and such breach is either (A) not capable of being cured or (B) if curable, is not cured within fifteen (15) Business Days after the giving of written notice by the Purchaser to the Seller or such longer time as may be reasonable in light of the nature of the breach; or

c) at any time before the Closing, by the Seller if (i) the Seller is not in material breach of any of its representations, warranties or obligations hereunder, and (ii) the Purchaser is in material breach of any of its representations, warranties or obligations hereunder that causes or would cause the conditions set forth in Article 6 not to be satisfied, and such breach is either (A) not capable of being cured or (B) if curable, is not cured within fifteen (15) Business Days after the giving of written notice by the Seller to the Purchaser or such longer time as may be reasonable in light of the nature of the breach.

5.2. Effect of Termination; Survival. In the event of termination of this Agreement as provided in Section 5.1, each of the parties hereto and each of their respective affiliates, equity holders, members, directors, officers, employees and other representatives shall be relieved of its duties and obligations arising under this Agreement after the date of such termination and there shall be no liability or further obligation on the part of any of the foregoing under this Agreement; provided, however, that, subject to the terms of this Section 5.2, (a) no such termination shall relieve any party from liability for fraud or breach of this Agreement by that party prior to termination and (b) each party's respective obligations under this Section 5.2, Section 4.3 (Confidentiality) and Article 8 (Miscellaneous) (including Section 8.3 (Expenses)), shall continue in full force and effect.

6. CONDITIONS PRECEDENT TO THE OBLIGATIONS OF SELLER:

The obligations of Seller to consummate the transactions contemplated hereby are subject to the satisfaction (or waiver by Seller) on or prior to the Closing Date of the following conditions precedent:

6.1. Representations and Warranties. All of the representations and warranties of the Purchaser set forth herein shall have been true and correct when made and shall be true and correct on and as of the Closing Date with the same force and effect as though made on and as of the Closing Date.

6.2. Performance of Agreement. The Purchaser shall have performed all obligations and agreements and complied with all covenants and conditions set forth herein to be performed by or complied with by the Purchaser at or prior to the Closing Date. The Purchaser shall have delivered to Seller

at the Closing Date the closing deliverables to be delivered pursuant to Section 1.3. of this Agreement.

6.3. **Litigation.** No action, proceeding, arbitration, investigation, or claim shall be pending or threatened to restrain, enjoin, or invalidate the transactions contemplated herein.

6.4. **Management Approval by Seller.** Management approval by Seller of the transactions contemplated hereby.

6.5. **Government Consents.** Receipt of any required Government Consents.

7. **CONDITIONS PRECEDENT TO OBLIGATIONS OF PURCHASER:**

The obligations of Purchaser to consummate the transactions contemplated hereby are subject to the satisfaction (or waiver by Purchaser) on or prior to the Closing Date of the following conditions:

7.1. **Representations and Warranties.** All of the representations and warranties of Seller set forth herein shall have been true and correct when made and shall be true and correct on and as of the Closing Date with the same force and effect as though made on and as of the Closing Date.

7.2. **Performance of Agreement.** Seller shall have performed all obligations and agreements and complied with all covenants and conditions set forth herein to be performed or complied with by it at or prior to the Closing Date. Seller shall have delivered to Purchaser at the Closing Date the closing deliverables to be delivered pursuant to Section 1.3. of this Agreement.

7.3. **Litigation.** No action, proceeding, arbitration, investigation, or claim shall be pending or threatened to restrain, enjoin, or invalidate the transactions contemplated herein.

7.4. **Government Consents.** Receipt of any required Government Consents.

8. **MISCELLANEOUS:**

8.1. **Notices.** All notices hereunder shall be in writing and shall be delivered personally, sent by certified mail or sent by reputable overnight carrier, or sent by email (provided that any notice sent by email must also be promptly followed by delivery via certified mail or reputable overnight carrier as set forth herein). Such notices shall be deemed received (i) in the case of personal delivery, when delivered, (ii) in the case of certified mailing, on the fifth day after mailing, and (iii) in the case of reputable overnight carrier, the next Business Day, and (iv) in the case of email, on the day sent if sent during normal business hours (or the next Business Day if sent after normal business hours), provided that email notice shall not be effective unless and until a copy is also sent by certified mail or reputable overnight carrier as required above.

8.2. All notices hereunder shall be sent to the following addresses, or any other address of which the parties are notified in accordance with this Section 8.1:

If to Seller:

CenterPoint Energy Resources Corp.

1111 Louisiana Street

Houston, Texas 77002

Attention: _____

Email: _____

If to Purchaser:

City of Tomball

401 Market Street

Tomball, Texas 77375

Attention: David Esquivel – City of Tomball Manager; Sakura Moten; Meagan Mageo

Email: desquivel@tomballtx.gov; smoten@tomballtx.gov; mmageo@tomballtx.gov

8.3. **Waiver of Consequential Damages.** Notwithstanding anything to the contrary contained herein, neither party shall be liable to the other for any consequential, indirect, exemplary, or punitive

damages arising out of or relating to this Agreement or the transactions contemplated hereby, regardless of whether such damages are based on contract, tort, or any other legal theory.

8.4. **Expenses.** Each party will be liable for and pay its own fees and expenses, including attorneys' fees, incurred in connection with the negotiation, preparation, and consummation of this Agreement, and the transactions contemplated thereby.

8.5. **Entire Agreement; Assignment; Amendment; Titles; Pronouns, etc.** This Agreement contains the entire agreement of the parties hereto with respect to the transactions described herein and there are no representations, warranties, agreements, undertakings, or conditions, express or implied, except as set forth herein. This Agreement may not be assigned, amended, supplemented, or otherwise modified except by an instrument in writing signed by each of the parties hereto. The terms "herein", "hereunder", "hereby" and words of similar import shall be deemed to refer to this Agreement in its entirety including the Exhibits. Whenever terms defined in this Agreement are used in any Exhibit, such terms shall have the meanings ascribed to them herein also ascribed to them in such Exhibit unless otherwise defined in such Exhibit. The titles of all sections contained in this Agreement are for convenience of reference only and shall not be deemed to be a part of this Agreement. All pronouns used in this Agreement whether used in the masculine, feminine or neuter, shall include all other genders, and the singular shall include the plural and the plural the singular whenever the context would require such inclusion. When used in this Agreement the words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation."

8.6. **Parties in Interest.** This Agreement shall bind and inure to the benefit of each party hereto and their legal representatives, successors, heirs and assigns.

8.7. **Execution of Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall be deemed for all purposes to constitute one and the same instrument.

8.8. **Attachments.** All Exhibits shall be attached to this Agreement and shall form an integral part hereof.

8.9. **Construction.** This Agreement is in all respects intended by each party hereto to be deemed and construed to have been jointly prepared by the parties. The parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against either of them as a result of the actual identity of the draftsman.

8.10. **Waiver.** No delay or failure by any party hereto in exercising any of its rights, remedies, powers, or privileges under this Agreement or at law or in equity and no custom, practice or course of dealing between or among any of such parties or any other Person shall be deemed a waiver by such party of any such rights, remedies, powers or privileges, even if such delay or failure is continuous or repeated. No single or partial exercise of any right, remedy, power or privilege shall preclude any other or further exercise thereof by any such party or the exercise of any other right, remedy, power or privilege by such party, including, without limitation, the right of such party subsequently to demand exact compliance with the terms of this Agreement.

8.11. **Severability and Reformation.** In case any provision of this Agreement shall be invalid, illegal, or unenforceable, it shall, to the extent possible, be modified in such manner as to be valid, legal, and enforceable but so as to most nearly retain the intent of the parties, and if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

8.12. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas without regard to the conflicts of law rules thereof.

8.13. **Certain Defined Terms.**

- a) “Applicable Law” means any federal, state, local or foreign constitution, treaty, law, statute, ordinance, rule, regulation, interpretation, directive, policy, order, writ, decree, injunction, judgment, stay or restraining order, provisions and conditions of permits, licenses, registrations and other operating authorizations, any ruling or decision of, agreement with or by, or any other requirement of, any Governmental Authority.

- b) “Business Day” means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by Applicable Law to be closed in Houston, Texas.
- c) “Governmental Authority” means any (a) federal, state, local, municipal, foreign or other government; (b) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official or entity and any court or other tribunal); (c) mediator, arbitrator or arbitral body; or (d) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power of any nature in all cases with jurisdiction over one or both of the Parties.
- d) “Government Consent” means any consent required to be obtained by a Governmental Authority.
- e) “Liens” means liens, mortgages, pledges, security interest, adverse claim of any kind or restrictions on transfer, or other encumbrances.
- f) “Person” means an individual, corporation, general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union or other employee representative body or other entity or Governmental Authority, or any successor of any of the foregoing.

[Remainder of the page intentionally left blank.]

IN WITNESS WHEREOF, Seller and Purchaser have executed this Agreement as of the date first set forth above.

SELLER:

CENTERPOINT ENERGY RESOURCES CORP.

By: _____
Name: _____
Title: _____

PURCHASER:

CITY OF TOMBALL

By: David Esquivel, PE
Name: _____
Title: City Manager

Exhibit A

The Equipment

[See attached.]

Exhibit B

Form of Bill of Sale

BILL OF SALE OF EQUIPMENT²

This Bill of Sale of Equipment (the "Bill of Sale"), effective as of _____ (the "Effective Date") is made and entered into by and between CenterPoint Energy Resources Corp., a Delaware corporation (the "Seller"), and the City of Tomball, Texas, a [home-rule] municipality (the "Buyer"). Seller and Buyer may be referred to collectively herein as the "Parties" and each individually a "Party." This Bill of Sale is made pursuant and subject to that certain Asset Purchase Agreement ("Agreement"), dated as of _____, 2026, by and between Seller and Buyer, to transfer the Equipment. Any capitalized term used but not defined in this Bill of Sale shall have the meaning set forth in the Agreement.

AGREEMENTS:

1. Sale, Conveyance and Transfer. In consideration of the covenants and agreements set forth herein and in the Agreement and of the payment to Seller as agreed by the Parties of \$250,000.00 and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby forever grant, bargain, sell, convey, assign, transfer and deliver unto Buyer, free and clear of all Liens, all of Seller's right, title, and interest in and to the Equipment.

2. Special Warranty of Title. **WITHOUT LIMITING AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS BILL OF SALE TO THE CONTRARY, SELLER WARRANTS AND FOREVER DEFENDS TITLE TO THE EQUIPMENT UNTO BUYER, AGAINST EVERY PERSON WHOMSOEVER LAWFULLY CLAIMING THE SAME OR ANY PART THEREOF BY, THROUGH AND UNDER SELLER, BUT NOT OTHERWISE. EXCEPT AS OTHERWISE PROVIDED HEREIN, THE EQUIPMENT CONVEYED AND TRANSFERRED TO BUYER UNDER THIS BILL OF SALE IS SOLD AS IS WHERE IS, AND IN ITS CURRENT CONDITION.**

3. No Other Warranties. **SUBJECT TO THE WARRANTY OF TITLE IN SECTION 2 HEREOF, THE EQUIPMENT IS SOLD AND CONVEYED MADE ON AN "AS-IS, WHERE-IS" BASIS, WITH ALL FAULTS AND DEFECTS, WHETHER KNOWN OR UNKNOWN; AND THE SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE CONDITION, QUALITY, OR SUITABILITY OF THE EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. Further Assurances. Each Party shall, and shall cause its affiliates to, from time to time at the other Party's request without any additional consideration, furnish the other Party such further information or assurances; execute and deliver such additional documents and instruments; and take such other actions and do such other things, as may be reasonably necessary to carry out the provisions of this Bill of Sale and give effect to the transactions contemplated hereby.

5. General Provisions.

² NTD: Remains under review by CenterPoint as to any Texas law changes required.

- a) Law. This Bill of Sale, and all actions, causes of action, or claims of any kind (whether at law, in equity, in contract, in tort, or otherwise) that may be based upon, arise out of, or relate to this Bill of Sale, or the negotiation, execution, or performance of this Bill of Sale (including any action, cause of action, or claim of any kind based upon, arising out of, or related to any representation or warranty made in, in connection with, or as an inducement to this Bill of Sale), shall be governed by and construed in accordance with the internal laws of the State of Texas, including Texas law relating to the application of statutes of limitation, without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction) that would otherwise require the application of the laws of a different jurisdiction.
- b) Forum. The Parties agree that the appropriate, exclusive, and convenient forum for any disputes between any of the Parties arising out of this Bill of Sale or the transactions contemplated hereby shall be in any state or federal court in Harris County, Texas, and each of the Parties irrevocably submits to the jurisdiction of such courts solely in respect of any legal proceeding arising out of or related to this Bill of Sale. The Parties further agree that the Parties shall not bring suit with respect to any disputes arising out of this Bill of Sale or the transactions contemplated hereby in any court or jurisdiction other than the above specified courts. The Parties further agree, to the extent permitted by Law, that a final and non-appealable judgment against a Party in any action or proceeding contemplated above shall be conclusive and may be enforced in any other jurisdiction within or outside the United States by suit on the judgment, a certified or exemplified copy of which shall be conclusive evidence of the fact and amount of such judgment. The Parties agree that all judicial determinations or findings by a state or federal court in Harris County, Texas with respect to any matter under this Bill of Sale shall be binding.
- c) Non-Waiver. No waiver by either Party of any default by the other Party in the performance of any provision, condition or requirement herein shall be deemed to be a waiver of, or in any manner release the other Party from, performance of any other provision, condition or requirement herein, nor shall such waiver be deemed to be a waiver of, or in any manner a release of, the other Party from future performance of the same provision, condition or requirement. Any delay or omission of either Party to exercise any right hereunder shall not impair the exercise of any such right, or any like right, accruing to it thereafter. The failure of either Party to perform its obligations hereunder shall not release the other Party from the performance of such obligations.
- d) Severability. If any provision of this Bill of Sale is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Bill of Sale shall remain in full force and effect. The Parties further agree that if any provision contained herein is, to any extent, held invalid or unenforceable in any respect under the Laws governing this Bill of Sale, they shall take any actions necessary to render the remaining provisions of this Bill of Sale valid and enforceable to the fullest extent permitted by Law and, to the extent necessary, shall amend or otherwise modify this Bill of Sale to replace any provision contained herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the Parties to the greatest extent legally permissible.
- e) Successors and Assigns. Neither Party shall assign this Bill of Sale or any part hereof without the prior written consent of the other Party; *provided* that either Party may assign this Bill of Sale to an Affiliate without the other Party's consent, but any such assignment shall not relieve such assigning Party of any of its obligations under this Bill of Sale or delay, impact, or otherwise adversely affect the timely consummation of the transactions contemplated hereunder. Subject to the foregoing, this Bill of Sale shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

- f) Rights of Third Parties. Notwithstanding anything contained in this Bill of Sale to the contrary, nothing expressed or implied in this Bill of Sale is intended or shall be construed to confer upon or give any Person, other than the Parties, any right or remedies under or by reason of this Bill of Sale.
- g) Incorporation of the Agreement. This Bill of Sale incorporates by reference all of the terms of the Agreement, as if each term was fully set forth herein, and in the event of conflict between the terms of the Agreement and the terms of this Bill of Sale, the terms of the Agreement govern and control.
- h) Counterparts. This Bill of Sale may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any facsimile or portable document format (.pdf) copies hereof or signature hereon shall, for all purposes, be deemed originals.

[signature page follows]

IN WITNESS WHEREOF, Seller and Buyer have duly executed and delivered this Bill of Sale to be effective as of the Effective Date.

**SELLER:
CENTERPOINT ENERGY RESOURCES CORP.**

By:_
Name:_
Title:_

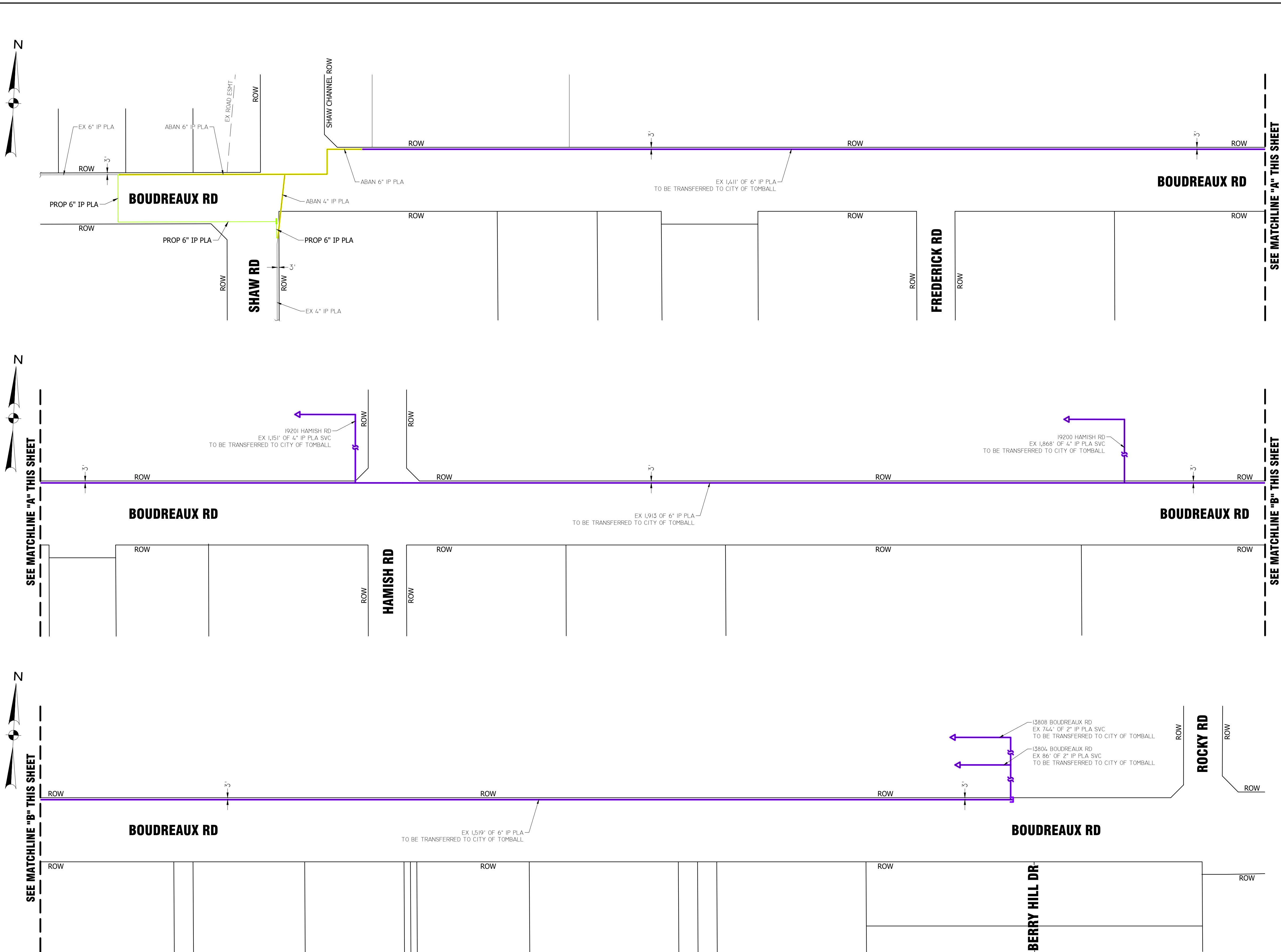
Date: _____

**BUYER:
CITY OF TOMBALL**

By:_
Name:_
Title:_

Date: _____

Z:\2024\2024_11_4_3_14 AM\CobbFendley\PROJECTS\2023\01003_CENTROPOINT_ENERGY\01_WF_TVC_PL_NON_REIMBURSABLE\33_PID_20914_BOUDREAUX_ROAD_2_TELGE_RD\400_CADD\401_PIPELINE_SHEETS\EXHIBITS\BOUDREAUX_RD_2_RELOCATION_EXHIBIT.DWG



CONTACT CITY OF TOMBALL DIRECTOR OF PUBLIC WORKS (DREW HUFFMAN; WORK: (281) 290-1466, MOBILE: (940) 389-5649) PRIOR TO ABANDONMENT TO COORDINATE TRANSFER OF FACILITIES. SEE SHEET 4 FOR EXHIBIT OF FACILITIES TO BE TRANSFERRED TO CITY OF TOMBALL

STAKING REQUEST NUMBER: 120368708
 GCO: 65455
 CNP ID#: 1404248617

LEGEND	
EXISTING MAIN & SERVICE	
PROPOSED 6" IP PLASTIC	
ABANDON MAIN	
EXISTING MAIN/ SERVICE TO BE TRANSFERRED TO THE CITY OF TOMBALL	
EXISTING GAS METER	

PROPRIETARY AND CONFIDENTIAL
 F:30660818|O:30600816|KM:328C|LAMBERT:4769|Z:N/A|SZ:097|TC:N/A|SOG:N/A

CobbFendley
 TBPELS Engineering Firm Registration No. F-274
 Land Surveying Firm No. 10046700
 4424 W Sam Houston N, Suite 600
 Houston, Texas 77041
 713.462.3242 | fax 713.462.3262
 www.cobbfendley.com

REVISION LIST						
NO.	DATE	REVISION DISCUSSION	APPR.	DRAFT.	ENG.	RECOM.

DESIGNED BY: U. GARCIA
 ESTIMATED COST: 713-462-3242
 CONTRIBUTION:
 DATE NEEDED: 05/31/2026
 PURPOSE AND NECESSITY: TO RELOCATE 6" AND 4" IP PLA IN CONFLICT WITH PROPOSED PAVING AND STORM IMPROVEMENTS (CNP ID#: 1404248617).

RECOMMENDED BY:
 DATE:
 DRAWN BY: S. IBARRA
 DATE: 03/13/2026
 SCALE: 1" = 80'
 SHEET: 4 OF 4

APPROVED BY:
 DATE:

PROP 6" IP PLA & 4" IP PLA RELOCATION EXHIBIT BOUDREAUX RD CITY OF TOMBALL, TEXAS

CenterPoint Energy
 Texas Region - Houston Gas Engineering
 DWG No: **E4-2600314**

REV 0