

CENTERPOINT ENERGY, INC
BILL OF SALE

This Sales Agreement is between CenterPoint Energy, Inc. (the "Company") and _____ ("Purchaser"). The Company and Purchaser are referred to in this Agreement individually as a "Party" and collectively as the "Parties."

The Parties therefore agree as follows:

1. **Definitions.** "Affiliate" means, with respect to any specified Person, any other Person directly or indirectly controlling, controlled by or under common control with that specified Person; "Agreement" is defined in the introductory paragraph. "Claim" means any claim, cause of action, demand, suit, litigation or any threat thereof; "Governmental Entity" means any entity or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to United States federal, state, local, or municipal government, foreign, international, multinational or other government, including any department, commission, board, agency, bureau, subdivision, instrumentality, official or other regulatory, administrative or judicial authority thereof, and any non-governmental regulatory body to the extent that the rules and regulations or orders of such body have the force of Law; "Indemnitee" is defined in Section 5(a); "Laws" means all applicable laws, statutes, regulations, rules, treaties, ordinances, judgments, directives, permits, decrees, approvals, interpretations, injunctions, writs, orders or other similar legal requirements of any Governmental Entity having jurisdiction over the Parties, their respective officers, directors, employees, agents, Affiliates or representatives, or the subject matter of this Agreement, as may be in effect from time to time; "Loss" means any liability, loss, claim, settlement payment, cost, expense, interest, award, judgment, damages (including punitive damages), diminution in value, fine, fee, penalty, court filing fee, court cost, arbitration fee or cost, witness fee, as well as each fee and cost of investigating and defending or asserting a Claim, including, without limitation, attorneys' fees and other professionals' fees and disbursements; "Purchased Items" are the items listed in the Property Exhibit; "Purchaser Party" means Purchaser, any subcontractor of Purchaser of any tier (including any third party transporter), as well as anyone directly or indirectly employed by any of them, any of their personnel or agents, and anyone for whose acts they may be liable; "Restricted Parties List" is defined in Section 9; "Site" means any property, warehouse, building or facility owned, leased or operated by the Company from time to time where any Purchaser Party is present for purposes of this Agreement; and "Third Party Claim" is defined in Section 5(b).

2. **Taxes.** All taxes, including, but not limited to, federal, state, provincial, local, or foreign net or gross income, gross receipts, net proceeds, sales, use, ad valorem, value added, withholding, excise, property, deed, stamp, alternative or add-on minimum, environmental, profits, windfall profits, transaction, transfer, license, lease, service, service use, occupation, energy, capital, premium, and any other taxes, assessments, customs duties, fees, levies or other governmental charges of any nature, whether disputed or not, together with any interest, penalties, additions to tax, or additional amounts with respect thereto, if any, due as a result of the purchase, sale, or transfer of the Purchased Items under this Agreement, whether imposed by Law on the Company or Purchaser, will be borne by Purchaser. The Company will duly and timely withhold, or cause to be duly and timely withheld, all taxes required to be withheld by it in accordance with any Law from any amount paid, or credited, or deemed to be paid or credited by it to or for the account of Purchaser, and will duly and timely remit, or cause to be duly and timely remitted, to the appropriate Governmental Entity such taxes required by Law to be remitted by it.

3. **Delivery of Purchased Items.** The Company will deliver, or cause to be delivered, the Purchased Items to Purchaser at the Site stated in the Asset Location. Purchaser will be solely responsible for, and shall pay all costs associated with, the delivery of the Purchased Items. The Company will not be liable to Purchaser for any costs incurred by Purchaser as a result of any delay in delivery of the Purchased Items.

4. **Title and Risk of Loss.** Title to and risk of loss of each Purchased Item will pass to Purchaser when Purchaser's driver loads purchased items onto Purchaser's truck or any third party Transporter's truck at any of the Company's locations.

5. **Indemnification.**

(A) PURCHASER SHALL AT ITS OWN EXPENSE PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS THE COMPANY AND ITS EMPLOYEES, AGENTS, PARTNERS, AFFILIATES, SHAREHOLDERS, DIRECTORS AND OFFICERS (EACH AN "INDEMNITEE"), AGAINST ANY LOSS ARISING OUT OF OR RELATING TO ANY ONE OR MORE OF THE FOLLOWING: (I) ANY PURCHASED ITEM AFTER TITLE TO SUCH ITEM HAS PASSED FROM THE COMPANY TO PURCHASER UNDER THIS AGREEMENT; (II) THE PRESENCE OF ANY PURCHASER PARTY ON ANY SITE; (III) ANY MISREPRESENTATION OR BREACH BY PURCHASER OF ANY REPRESENTATION OR WARRANTY IN THIS AGREEMENT OR ANY RELATED AGREEMENT OR CERTIFICATE, OR ANY ALLEGATION THAT WOULD, IF PROVEN, ESTABLISH SUCH A BREACH; (IV) ANY BREACH BY PURCHASER OF ANY COVENANT OR OTHER AGREEMENT IN THIS AGREEMENT OR ANY RELATED AGREEMENT OR CERTIFICATE, OR ANY ALLEGATION THAT WOULD, IF PROVEN, ESTABLISH SUCH A BREACH; (V) THE ACTS, OMISSIONS, NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF ANY PURCHASER PARTY; (VI) PROPERTY DAMAGE OR BODILY INJURY OR DEATH, AND FINES, PENALTIES, OR ASSESSMENTS ISSUED BY ANY GOVERNMENTAL ENTITY, IN EACH CASE TO THE EXTENT ARISING OUT OF OR RELATED TO THE FAILURE BY ANY PURCHASER PARTY TO COMPLY WITH LAW; AND (VII) ANY CLAIMS BY ANY GOVERNMENTAL ENTITY THAT DIRECTLY OR INDIRECTLY ARISE OUT OF OR RESULT FROM THE FAILURE OF A PURCHASER PARTY TO PAY, AS AND WHEN DUE, ALL TAXES, DUTIES, LEVIES, ASSESSMENTS, TARIFFS, IMPOSTS, FEES OR CHARGES OF ANY KIND (TOGETHER WITH ANY AND ALL INTEREST, PENALTIES, ADDITIONS TO TAX AND ADDITIONAL AMOUNTS IMPOSED WITH RESPECT THERETO) IMPOSED BY ANY GOVERNMENTAL ENTITY. AN INDEMNITEE MAY MAKE A CLAIM FOR INDEMNIFICATION UNDER THIS SECTION 5 BY PROVIDING NOTICE TO PURCHASER OF ANY CLAIM THAT DOES NOT INVOLVE A THIRD PARTY CLAIM. THE CLAIM SET FORTH IN THE NOTICE REQUIRED UNDER THE PRECEDING SENTENCE IS CONCLUSIVELY DEEMED A LOSS OF PURCHASER IF (A) THE INDEMNITEE HAS PROVIDED THAT NOTICE AND (B) PURCHASER DOES NOT DISPUTE ITS LIABILITY WITHIN 30 DAYS AFTER RECEIPT OF THAT NOTICE. IF A CLAIM HAS BEEN DEEMED A LOSS OF PURCHASER UNDER THIS SECTION 5(A), PURCHASER SHALL PAY TO THE INDEMNITEE ON DEMAND THE AMOUNT OF THE LOSS AND ANY OTHER RELATED PAYMENTS TO WHICH THE INDEMNITEE IS ENTITLED UNDER THIS SECTION 5.

(B) AN INDEMNITEE SHALL PROVIDE NOTICE TO PURCHASER WITHIN A REASONABLE PERIOD OF TIME AFTER RECEIVING WRITTEN NOTICE FROM A THIRD PARTY OF THE COMMENCEMENT OF ANY LEGAL ACTION OR WRITTEN NOTICE OF ANY CLAIMS OR THREATENED CLAIMS AGAINST THAT INDEMNITEE FOR WHICH PURCHASER MAY BE LIABLE (A "THIRD PARTY CLAIM"). ANY FAILURE BY AN INDEMNITEE TO PROVIDE NOTICE WITHIN A REASONABLE TIME WILL NOT AFFECT PURCHASER'S OBLIGATIONS UNDER THIS SECTION 5, UNLESS AND ONLY TO THE EXTENT THAT PURCHASER HAS SUFFERED SOME MATERIAL PREJUDICE DUE TO INDEMNITEE'S DELAY. IF PURCHASER WISHES TO ASSUME THE DEFENSE OF THE THIRD PARTY CLAIM, IT SHALL DO SO BY SENDING NOTICE OF THE ASSUMPTION TO THE INDEMNITEE. IF PURCHASER ASSUMES THE DEFENSE OF A THIRD PARTY CLAIM, PURCHASER SHALL INDEMNIFY THE INDEMNITEE FROM ALL LOSSES SUFFERED AS A RESULT OF THAT THIRD PARTY CLAIM. PROMPTLY AFTER SENDING THE NOTICE, PURCHASER SHALL CHOOSE AND EMPLOY INDEPENDENT LEGAL COUNSEL ACCEPTABLE TO THE INDEMNITEE. AFTER SENDING THE NOTICE, SUBJECT TO SECTIONS 5 (C) AND 5 (D), PURCHASER IS ENTITLED TO CONTEST, PAY, SETTLE OR COMPROMISE THE CLAIM AS IT DETERMINES, EXCEPT THAT IF ANY OF THE INDEMNITEE'S INSURANCE POLICIES PROVIDE COVERAGE FOR THE CLAIM, THAT CONTROL WILL BE EXERCISED IN COORDINATION WITH ANY INSURER PROVIDING THE APPLICABLE INSURANCE COVERAGE.

(C) NOTWITHSTANDING SECTION 5(A), AN INDEMNITEE IS ENTITLED, BUT NOT OBLIGATED, TO: (I) PARTICIPATE IN THE DEFENSE OF A THIRD PARTY CLAIM; AND (II) DEFEND A THIRD PARTY CLAIM WITH COUNSEL OF ITS OWN CHOOSING AND WITHOUT THE PARTICIPATION OF PURCHASER IF: (A) PURCHASER FAILS OR REFUSES TO DEFEND THE THIRD PARTY CLAIM; (B) PURCHASER AND INDEMNITEE HAVE MATERIALLY DIVERGENT INTERESTS IN THE OUTCOME OF THE THIRD PARTY CLAIM; OR (C) REPRESENTATION OF PURCHASER AND THE INDEMNITEE BY THE SAME COUNSEL WOULD, IN THE OPINION OF THE INDEMNITEE, CONSTITUTE A CONFLICT OF INTEREST.

(D) IF PURCHASER ASSUMES THE DEFENSE OF A THIRD PARTY CLAIM, IT MAY NOT AFFECT ANY COMPROMISE OR SETTLEMENT OF THE THIRD PARTY CLAIM WITHOUT THE CONSENT OF THE INDEMNITEE, AND THE INDEMNITEE HAS NO LIABILITY WITH RESPECT TO ANY COMPROMISE OR SETTLEMENT OF ANY THIRD PARTY

CLAIM EFFECTED WITHOUT ITS CONSENT. NOTWITHSTANDING THE PRECEDING, PURCHASER MAY EFFECT A COMPROMISE OR SETTLEMENT OF ANY THIRD PARTY CLAIM WITHOUT THE INDEMNITEE'S CONSENT IF ALL OF THE FOLLOWING CONDITIONS ARE MET: (I) THERE IS NO FINDING OR ADMISSION OF ANY VIOLATION OF LAW OR ANY VIOLATION OF THE RIGHTS OF ANY PERSON AND NO EFFECT ON ANY OTHER CLAIM THAT MAY BE MADE AGAINST THE INDEMNITEE; (II) THE SOLE RELIEF PROVIDED IS MONETARY DAMAGES THAT ARE PAID IN FULL BY PURCHASER; (III) THE COMPROMISE OR SETTLEMENT INCLUDES, AS AN UNCONDITIONAL TERM, THE CLAIMANT'S OR PLAINTIFF'S RELEASE OF THE INDEMNITEE, IN FORM AND SUBSTANCE SATISFACTORY TO THE INDEMNITEE, FROM ALL LIABILITY IN RESPECT OF THE THIRD PARTY CLAIM; (IV) THE COMPROMISE OR SETTLEMENT INCLUDES CONFIDENTIALITY PROVISIONS IN FORM AND SUBSTANCE SATISFACTORY TO THE INDEMNITEE; (V) PURCHASER HAS COORDINATED THAT COMPROMISE OR SETTLEMENT WITH ANY INSURER AS REQUIRED UNDER ANY APPLICABLE INSURANCE POLICIES PROVIDING COVERAGE FOR THAT THIRD PARTY CLAIM; AND (VI) THE INDEMNITEE DOES NOT BELIEVE THAT THE MATTER IN QUESTION MAY INVOLVE POTENTIAL CRIMINAL LIABILITY AGAINST THE INDEMNITEE.

(E) NOTWITHSTANDING SECTION 11, ANY INDEMNITEE THAT IS NOT A PARTY TO THIS AGREEMENT IS A THIRD PARTY BENEFICIARY OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS. ANY MODIFICATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS IS BINDING UPON THOSE INDEMNITEES, AND ANY ACTION TAKEN OR CONSENT GIVEN BY THE COMPANY IS BINDING UPON THOSE INDEMNITEES FOR PURPOSES OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE OBLIGATIONS OF PURCHASER UNDER THIS SECTION 5 WILL SURVIVE THE CONSUMMATION, COMPLETION OR TERMINATION OF THIS AGREEMENT.

6. **Limitation of Liability.** UNDER NO CIRCUMSTANCES WILL THE COMPANY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS) ARISING FROM ANY CLAIM WHATSOEVER, WHETHER BASED ON TORT, WARRANTY, CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE COMPANY'S AGGREGATE LIABILITY SHALL NOT UNDER ANY CIRCUMSTANCES EXCEED THE AMOUNT PAID BY PURCHASER TO THE COMPANY UNDER THIS AGREEMENT FOR THE PURCHASED ITEMS RELATED TO THE CLAIM. THE RELEASES, INDEMNITIES, WAIVERS, ASSUMPTIONS OF AND LIMITATIONS ON LIABILITIES AND REMEDIES IN THIS AGREEMENT APPLY, TO THE EXTENT PERMITTED BY LAW, EVEN IN THE EVENT OF FAULT, NEGLIGENCE, OR STRICT LIABILITY OF THE PERSON RELEASED OR INDEMNIFIED, WHOSE LIABILITY IS LIMITED OR ASSUMED, OR AGAINST WHOM RIGHTS ARE WAIVED. THE PARTIES AGREE THAT THIS SECTION 6 IS CONSPICUOUS AND SATISFIES THE EXPRESS NEGLIGENCE RULE.

7. **Warranties Disclaimer.** The Company is not a manufacturer of the Purchased Items and is not in the business of selling items like the Purchased Items in the ordinary course of its business. THE PURCHASED ITEMS ARE BEING TRANSFERRED TO PURCHASER "AS IS, WHERE IS" AND WITH ALL FAULTS. THE COMPANY MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PURCHASED ITEMS, INCLUDING, WITHOUT LIMITATION, THE DESIGN OR CONDITION OF THE PURCHASED ITEMS, THE MERCHANTABILITY, DURABILITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PURCHASED ITEMS, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE PURCHASED ITEMS, AND THE COMPANY HEREBY DISCLAIMS ANY SUCH REPRESENTATION OR WARRANTY (WHICH DISCLAIMER PURCHASER HEREBY ACKNOWLEDGES). THE COMPANY WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY DEFECTS, EITHER PATENT OR LATENT (WHETHER OR NOT DISCOVERABLE BY PURCHASER) IN THE PURCHASED ITEMS, OR FOR ANY DIRECT OR INDIRECT DAMAGE TO PERSONS OR PROPERTY RESULTING THEREFROM, OR FOR PURCHASER'S LOSS OF USE OF THE PURCHASED ITEMS OR FOR ANY INTERRUPTION IN PURCHASER'S BUSINESS CAUSED BY PURCHASER'S INABILITY TO USE THE PURCHASED ITEMS FOR ANY REASON WHATSOEVER.

8. **Purchaser Warranties.** Purchaser warrants that it has inspected the Purchased Items at time of pick up and understands that the Purchased Items may be in used condition and may no longer be suitable for original design application. Purchaser

further warrants that it is familiar with the Law as applied to the Purchased Items and the manner in which the Purchased Items may be used, handled, serviced, transported, distributed and disposed of, including State and Local Waste Disposal requirements, and Purchaser warrants that it will comply with the Law during its use and possession of the Purchased Items and any Non-Conforming materials. The Purchaser further warrants that it is under no legal or contractual restrictions or prohibitions that would prevent Purchaser from taking title to Purchased Items as agreed herein.

9. **Restricted Parties.** Purchaser represents and warrants that (a) none of the Purchaser Parties appear on, or are associated with any name or entity on, the Restricted Parties List, and (b) Purchaser has no knowledge of any circumstances that may affect the accuracy of clause (a), including, but not limited to, investigations of, or debarment proceedings against, Purchaser, any Purchaser Party or any Person with which either of them is associated. Purchaser shall immediately notify the Company if it becomes aware of any such circumstances. "**Restricted Parties List**" means the United States Department of Commerce Entity List, Denied Persons List, and Unverified List, the United States Department of Treasury Specially Designated Nationals and Blocked Persons List, and the United States Department of State Debarred Parties List.

10. **Hunting, Fishing and Firearms.** Purchaser shall not, and shall cause each Purchaser Party not to, hunt, fish or possess any weapons, firearms or other similar items at any Site or any other property owned, leased or controlled by the Company. The Company may inspect any Purchaser Party and any of its vehicles entering and leaving any Site or other property owned, leased or controlled by the Company to confirm that Purchaser Party's compliance with this Section 10. Purchaser shall notify each Purchaser Party that a violation of this Section 10 may result in prosecution under Law, including trespassing Laws and Laws relating to the possession of weapons, firearms and other similar items.

11. **Third Party Beneficiaries.** This Agreement does not and is not intended to confer any rights or remedies upon any Person other than the Parties.

12. **Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable: (a) the remaining provisions of this Agreement will remain in full force, if the essential terms and conditions of this Agreement for both Parties remain valid, legal and enforceable; and (b) the court or other tribunal rendering the provision invalid, illegal or unenforceable shall modify this Agreement so as to effect the original intent of the Parties to the fullest extent permitted by applicable Law.

13. **Merger.** This Agreement contains the entire agreement between the Parties and is the complete and exclusive expression of the Parties' agreement on the subject matter of this Agreement. This Agreement supersedes all other oral or written agreements or policies relating to this Agreement. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings or performance. In entering into this Agreement, neither Party has relied upon any statement, representation, warranty, or agreement of the other Party except for those expressly contained in this Agreement. No conditions precedent to the effectiveness of this Agreement exist other than those expressly stated in this Agreement.

14. **Modification; Waiver.** No amendment of this Agreement will be effective unless it is in writing and signed by the Parties. No waiver of satisfaction of a condition or nonperformance of an obligation under this Agreement will be effective unless it is in writing and signed by the Party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or nonperformance of any other obligation. To be valid, any document signed by a Party in accordance with this Section 14 must be signed by an officer or other representative of that Party authorized to do so

15. **Governing Law; Jurisdiction; Venue.** The laws of the State of Texas, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates, including, but not limited to, its validity, interpretation, construction, performance, and enforcement. Purchaser hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the courts of the State of Texas and of the United States of America located in State of Texas, County of Harris, for any actions, suits, or proceedings arising out of or relating to this Agreement. Purchaser hereby irrevocably and unconditionally waives any objection to the laying of venue of any action, suit, or proceeding

arising out of this Agreement, in the courts of the State of Texas or the United States of America located in State of Texas, County of Harris, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit, or proceeding brought in any such court has been brought in an inconvenient forum.

PROPERTY EXHIBIT

ASSET ID	DESCRIPTION	LOCATION	PRICE (USD)
PICK UP DATE			