

**DUAL FUEL GAS TRANSPORTATION SERVICE AGREEMENT**

This Dual Fuel Gas Transportation Service Agreement ("**Agreement**") is between CenterPoint Energy, Resources Corp., d/b/a CenterPoint Energy Minnesota Gas ("CenterPoint Energy"), 505 Nicollet Mall, P.O. Box 59038, Minneapolis, Minnesota, 55459-0038, and \_\_\_\_\_ ("Customer"), \_\_\_\_\_ and is effective 9:00 a.m. CCT on the 1st day of \_\_\_\_\_, 20\_\_\_\_. Customer is a natural gas user who purchases natural gas from a supplier other than CenterPoint Energy's sales service, and who desires to transport that natural gas through CenterPoint Energy's distribution system. CenterPoint Energy is willing and able to transport Customer's natural gas on an interruptible basis, subject to (1) all provisions of this Agreement, and (2) CenterPoint Energy's currently effective and applicable dual fuel transportation service tariff on file with the Minnesota Public Utilities Commission, as it may be changed from time to time ("Tariff"). Therefore, the parties, desiring to be legally bound, for themselves, their successors and assigns, agree as follows:

**Section 1. QUANTITY.**

CenterPoint Energy agrees to accept, and to transport on an interruptible basis, daily volumes of gas nominated by Customer in accordance with Section 2 of this Agreement in volumes up to \_\_\_\_\_ Therms per day. Customer's gas will be accepted at the inlet of CenterPoint Energy's \_\_\_\_\_ town border station ("TBS") and will be transported on an interruptible basis to Customer's meter at \_\_\_\_\_, Minnesota, account #\_\_\_\_\_. The volumes metered by CenterPoint Energy will be considered the volumes delivered to CenterPoint Energy.

Customer's gas shall be delivered by CenterPoint Energy at a rate of flow not exceeding \_\_\_\_ cubic feet per hour at the outlet of Customer's meter. The gas shall be delivered at normal operating pressures and temperatures on CenterPoint Energy's distribution system and all volumes delivered will be adjusted for Btu content. The gas transported under this Agreement shall be the first gas registered through Customer's meter. Upon request by CenterPoint Energy Customer will provide CenterPoint Energy with a list of natural gas equipment within fifteen (15) days of such request. Customer also will notify CenterPoint Energy of any changes in its use of natural gas.

**Section 2. NOMINATING PROCEDURE.**

Each day by 9:00 a.m. CCT, Customer will nominate the volume of gas it wants to take for the 24-hour period beginning at 9:00 a.m. CCT the following day. Nominations shall be made directly to CenterPoint Energy's Transportation Services Department and shall include volumes to account for fuel use and unaccounted for volumes on the transporting interstate or intrastate pipeline system. When Customer is out-of-balance on CenterPoint Energy's system as defined in the Tariff, Customer will pay the charges outlined in the Tariff. Customer is responsible for all transportation and transportation requirements of the transporting pipeline.

**Section 3. METER READING AND TELEMETERING.**

Telemetry is required. Customer will be billed monthly for the cost of the telephone circuit. This charge is in addition to all charges outlined in the Tariff.

**Section 4. TERM.**

This Agreement will continue in effect for 1 year from its effective date. Upon expiration of the initial term, this Agreement shall continue for successive thirty (30) day periods until terminated in accordance with Section 7 of this Agreement.

**Section 5. PRICE.**

The rate charged Customer for transported gas will be governed by the applicable Tariff.

**DUAL FUEL GAS TRANSPORTATION SERVICE AGREEMENT (CONTINUED)**

**Section 6. PAYMENT.**

Payment is due five (5) days prior to the next scheduled billing date. A late charge, as outlined in the Tariff, may be applied to bills not paid by the end of the due date.

**Section 7. TERMINATION AND ASSIGNMENT.**

7.1. Customer or CenterPoint Energy may terminate this Agreement by giving written notice to the other thirty (30) days prior to the expiration of the current term.

7.2. This Agreement shall immediately terminate on any date on which any applicable statute, regulation or other jurisdictional authority renders it illegal, null or void.

7.3. Additionally, this Agreement will be subject to termination immediately upon notice to Customer of its failure to meet its responsibilities under this Agreement.

7.4. This Agreement may not be assigned without the written consent of the other party.

**Section 8. NOTICES.**

CenterPoint Energy-MN Gas, Energy Sales  
Manager,  
505 Nicollet Mall,  
P.O. Box 59038,  
Minneapolis, Minnesota 55459-0038,  
Phone: 612.321.4330

Customer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section 9. ALTERNATIVE FUEL CAPABILITY AND INTERRUPTION.**

Customer must have on-site alternate fuel capability and sufficient fuel to burn for periods of interruption.

9.1. **Alternative or Dual Fuel Capability.** Customer must have an operational, alternate or dual fuel system installed. The installation and maintenance of the alternate or dual fuel system must comply with applicable codes, ordinances and laws.

9.2. **Alternative fuel supply.** Customer will have access to sufficient alternative fuel supplies for all periods of interruption.

**Section 10. CURTAILMENT.**

CenterPoint Energy can interrupt Customer if capacity constraints require or for other appropriate reasons. Customer will provide to CenterPoint Energy (and update as necessary) the names and telephone numbers of persons CenterPoint Energy should notify to curtail in Appendix A. Customer will cease using gas on one hour's notice when CenterPoint Energy requests or pay the penalty for Unauthorized Use of Gas contained in the Tariff.

**Section 11. CUSTOMER CONNECTED LOAD.**

Connected load is \_\_\_\_\_MMBTU/input. Alternative Fuel type is \_\_\_\_\_. Alternative Fuel Capacity Storage is \_\_\_\_\_. Customer agrees to notify CenterPoint Energy of any changes in natural gas load connected to the meter(s). Customer agrees to provide CenterPoint Energy with a revised connected load list within thirty (30) days of CenterPoint Energy's written request.

**Section 12. WAIVER OF LIABILITY.**

Customer will hold CenterPoint Energy harmless from all claims for damages, including special, incidental, or consequential damages, resulting from any termination of gas service caused by Customer's failure to deliver gas to CenterPoint Energy's TBS or for CenterPoint Energy's interruption or curtailment of gas service.

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**DUAL FUEL GAS TRANSPORTATION SERVICE AGREEMENT (CONTINUED)**

**Section 13. SUPPLYING COPIES OF CONTRACTS.**

Prior to any transportation by CenterPoint Energy under this Agreement, Customer will provide CenterPoint Energy with copies of all contracts used to procure and deliver natural gas to CenterPoint Energy's TBS. However, Customer need not provide price information contained in such contracts.

**Section 14. APPLICABLE LAW AND REGULATION.**

This Agreement will be construed in accordance with the laws of the State of Minnesota. However, notwithstanding any of the terms or conditions of the Agreement, the Tariff shall govern. If a change in the Tariff creates a conflict with any section of this Agreement, either party may cancel this Agreement immediately upon delivery of written notice of such cancellation to the other party. Further, the operation and effectiveness of this Agreement shall not continue if such continuance would violate any applicable statute, regulation or other jurisdictional authority.

**Section 15. COMPLETE AGREEMENT.**

This Agreement and the Tariff constitute the parties' complete agreement. Except for changes to the Tariff, this Agreement cannot be changed except in a writing and signed by both parties.

**CENTERPOINT ENERGY RESOURCES CORP., d/b/a  
CenterPoint Energy Minnesota Gas**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**CUSTOMER(S)**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_