
FIRM GAS TRANSPORTATION SERVICE AGREEMENT

This Firm 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 has purchased natural gas from a supplier other than CenterPoint Energy's natural gas 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 a firm basis, subject to (1) all provisions of this Agreement, and (2) CenterPoint Energy's currently effective and applicable firm 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 a firm basis, daily volumes of gas nominated by End User 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 a firm 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. 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.

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 and 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 may be billed monthly for the cost of the telephone circuit. This charge is in addition to all charges outlined in the applicable Tariff.

Section 4. TERM.

This Agreement will continue in effect for one (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.

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Section 5. PRICE.

The rate charged Customer for transportation services will be governed by the Tariff.

Section 6. PAYMENT.

Payment is due five (5) days prior to the next scheduled billing date. A late charge, as outlined in the Tariff, will 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. FAILURE OF GAS SUPPLY.

If the Customer fails to supply gas to CenterPoint Energy's TBS, Customer will bound by the provisions detailed in the Tariff.

Section 9. NOTICES

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

Section 10. 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 11. 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 12. CUSTOMER CONNECTED LOAD.

Connected load is _____MMBTU/input. Alternative Fuel type is _____. Alternative fuel capacity storage is _____. Upon request by CenterPoint Energy, End User will provide CenterPoint Energy with a list of natural gas equipment within fifteen (15) days of such request. 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.

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Section 13. WAIVER OF LIABILITY.

Customer will hold CenterPoint Energy harmless from all claims for damages resulting from any termination of gas service caused by Customer's failure to deliver gas to CenterPoint Energy 's TBS.

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. With the exception changes to the Tariff, this Agreement cannot be changed except in a writing signed by both parties.

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

By: _____
Title: _____
Dated: _____

CUSTOMER

By: _____
Title: _____
Dated: _____