

FIRM/INTERRUPTIBLE GAS TRANSPORTATION SERVICE AGREEMENT

This Firm/Interruptible 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 will purchase natural gas from a supplier other than CenterPoint Energy's sales natural gas 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/interruptible basis, subject to (1) all provisions of this Agreement, and (2) CenterPoint Energy's currently effective and Applicable Tariff (as defined below) on file with the Minnesota Public Utilities Commission, as it may be changed from time to time. Therefore, the parties, desiring to be legally bound, for themselves, their successors and assigns, agree as follows:

Section 1. QUANTITY.

- 1.1. CenterPoint Energy agrees to accept and to transport daily volumes of gas nominated by Customer in accordance with Section 2 of this Agreement in volumes up to _____ Therms per day of which _____ Therms per day shall be transported on a firm basis. Customer's gas will be accepted at the inlet of CenterPoint Energy's _____ town border station ("TBS") and will be transported to Customer's meter at _____, Minnesota account #_____. The volumes metered by CenterPoint Energy will be considered the volumes delivered to CenterPoint Energy.
- 1.2. The initial tariff election is (Small/Large) Firm/Interruptible Gas Transportation tariff (the "Applicable Tariff"). Customer may elect a new tariff by notifying CenterPoint Energy in writing prior to any September 1, which election becomes effective the following November 1.
- 1.3. 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.
- 1.4. Customer must elect a base level of daily firm service volume per the Applicable Tariff, on or before September 1 of each the initial year. Such base level of daily firm service will be effective the following November 1 and will remain in effect for one (1) year. Prior to September 1 of subsequent years, Customer may elect a different base level of daily firm service volume to be effective the following November 1. CenterPoint Energy is under no obligation to accept greater levels of base daily firm service volumes and will notify Customer if any newly elected base volume is unacceptable. If Customer does not elect to modify its then-current base level of daily service firm volumes prior to September 1 of subsequent years, the current level shall continue for another one (1) year period. Customer must provide such election pursuant to the notice requirement in Section 7 herein and must include at a minimum: Customer name, account number and the base level of daily firm service volume in therms.
- 1.5. The initial base level of daily firm service volume is _____ therms.
- 1.6. The first volumes through the meter, on a daily basis, are billed as firm volumes until the base level of daily firm service volume is reached. All volumes used after the base level is reached are billed as interruptible volumes. Daily volumes shall be pro-rated during curtailments of less than one day.

FIRM/INTERRUPTIBLE GAS TRANSPORTATION SERVICE AGREEMENT (CONTINUED)**Section 2. NOMINATING PROCEDURE.**

- 2.1. 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 pipeline system. When Customer is out-of-balance on CenterPoint Energy's system, as defined in the Applicable Tariff, Customer will pay the charges outlined in the Applicable Tariff.
- 2.2. Customer is responsible for all transportation and transportation requirements of the transporting pipeline.

Section 3. FAILURE OF GAS SUPPLY.

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

Section 4. PRICE, BILLING AND PAYMENT PROCEDURES.

- 4.1. **Rate:** End User will pay the rate in the Applicable Tariff.
- 4.2. **Taxes and Fees:** End User will pay any tax or fee imposed on all or part of any sale or the gross revenues derived from the sale.
- 4.3. **Gas Used After Notice of Curtailment:** For all unauthorized gas used after notice of curtailment ("Unauthorized Gas"), End User will pay the charge for Unauthorized Gas as specified in the Applicable Tariff.
- 4.4. **Billing and Payment:** CenterPoint Energy will bill End User monthly. Payment is due by the due date noted on the bill.
- 4.5. **Late Payment Charge:** Late payment will be charged as specified in the Applicable Tariff.

Section 5. 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 6. ALTERNATIVE OR DUAL FUEL EQUIPMENT OR PROCESS INTERRUPTIBILITY.

- 6.1. **Dual Fuel Capacity or Process Interruptibility.** Customer must be capable of reducing natural gas consumption to the base level during all curtailment periods by operating an alternate or dual fuel system installed sufficient to serve Customer's requirements in excess of its base level of daily firm service, or by curtailing process loads. The installation and maintenance of the alternate or dual fuel system must comply with applicable codes, ordinances and laws. Customer hereby acknowledges that there is no limit to the number of days that CenterPoint Energy may curtail, and hereby elects:
- Customer agrees to own and operate an alternate or dual fuel system fueled by and with a storage capacity of _____ gallons during curtailments. Customer will have access to sufficient alternate fuel supplies for all periods of curtailment, OR:
 - Customer agrees to cease operating its process during curtailments. Customer will be capable of ceasing process gas consumption during all periods of curtailment, reducing use to elected firm level.
- 6.2. **Gas Used After Notice of Curtailment.** For all unauthorized gas in excess of the base level used after notice of curtailment, End User will pay the charge for Unauthorized Gas as specified in the Tariff. Hourly consumption in excess of 1/16th the base level used after notice of curtailment is unauthorized.

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Section 7. CURTAILMENT.

CenterPoint Energy can interrupt End User if capacity constraints require or for other appropriate reasons. End User 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. End User 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 8. CUSTOMER CONNECTED LOAD.

Customer has attached a complete list of natural gas loads connected to the meter(s). 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 9. 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 4 of this Agreement.

Section 10. NOTICES.

Notices, except as otherwise specified, will be sent to:

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

(PLEASE NOTIFY CENTERPOINT ENERGY OF ANY CHANGES IN CONTACTS.)

Section 11. 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 12. ASSIGNMENT.

This Agreement is effective on _____ and is effective for a minimum term of one (1) year. This Agreement shall remain in effect until terminated by CenterPoint Energy pursuant to Section 1 or until terminated by either party upon providing 30 days written notice. If this Agreement is not terminated as set forth herein, the terms and conditions of this Agreement shall automatically renew and continue in force for consecutive terms of one (1) month each, until terminated by either party upon not less than thirty (30) days prior written notice to the other party. This Agreement supersedes all prior written or oral agreements.

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 Applicable Tariff shall govern. If a change in the Applicable 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 Applicable Tariff constitute the parties' complete agreement. Except for changes to the Applicable 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: _____

AGREEMENT APPENDIX A
CURTAILMENT NOTICES

1) _____
NAME TITLE
OFFICE PHONE HOME PHONE CELL PHONE

2) _____
NAME TITLE
OFFICE PHONE HOME PHONE CELL PHONE

3) _____
NAME TITLE
OFFICE PHONE HOME PHONE CELL PHONE

(Please notify CenterPoint Energy of any change in Curtailment Contacts.)