

MINIMUM VOLUME AGREEMENT

This Minimum Volume Agreement ("Agreement") is made this ____ day of _____, 20__, between CenterPoint Energy, a Minnesota corporation ("CenterPoint Energy") 505 Nicollet Mall, Minneapolis, Minnesota 55459-0038, and _____, (the "Customer") (collectively, the "Parties"). The Customer owns the property located at _____ (the "Project") and desires to have natural gas service installed. CenterPoint Energy is a natural gas public utility and desires to serve the Project. Therefore, the Parties agree as follows:

Section 1. SERVICE.

CenterPoint Energy agrees to serve natural gas to the Project at a flow rate of _____ MCFH and a delivery pressure of _____ PSIG. The Customer represents and warrants to CenterPoint Energy that it is the owner, or authorized agent of the same, of all property within the Project.

Section 2, OWNERSHIP AND EASEMENTS.

All natural gas mains and/or services installed by CenterPoint Energy shall be and remain the property of CenterPoint Energy, and neither Customer nor its contractors shall acquire any right, title or interest in any gas main and/or services installed under this Agreement. The Customer hereby grants to CenterPoint Energy all easements necessary or desirable on Customer's Property for the installation and operation of all natural gas mains and other facilities as needed by CenterPoint Energy.

Section 3. AUTHORITY AND CONFIDENTIALITY.

Each Party warrants that it has full right, power and authority, and has received all required approvals to enter into this Agreement and to perform fully its obligation hereunder. Each Party Agrees that the terms of this Agreement are confidential and may not be disclosed without the other Party's prior written consent. Notwithstanding the foregoing, CenterPoint Energy may disclose confidential information if required to do so by a government regulatory agency.

Section 4. ASSIGNMENT OF AGREEMENT.

This Agreement cannot be assigned without CenterPoint Energy's prior written approval. If Customer does not obtain approval, Customer will remain liable for payment of gas service. The Customer may not assign this Agreement without CenterPoint Energy's prior written consent. This Agreement, any applicable Service Agreement(s) and the Tariff constitute the parties' complete agreement. With the exception of changes to the Tariff, this Agreement cannot be changed except in a writing signed by both parties.

Section 5. MINIMUM VOLUME COMMITMENT.

CenterPoint Energy agrees to serve the Project, as described in Paragraph 1 above, based upon the anticipated revenue from serving the Project. To justify service to the Project the Customer agrees to purchase an Annual Minimum Volume (AMV) of ____ Therms per year for the term of the Agreement. Beginning on the nearest billing cycle to _____ and for each subsequent 12 month period ("AMV Year"), in the event of an annual shortfall, the Customer shall be billed the difference between the AMV and the actual delivered volume at a rate consistent with the then current price for the _____ rate class, rate code _____, on the last month of the applicable AMV Year. The AMV shall be reduced by the quantity of Therms associated with all of Customer's qualifying Conservation Improvement Program ("CIP") projects on a pro-rata basis for the first AMV Year and in full for all subsequent AMV Years. Rate information is available in the Rate Schedules of CenterPoint Energy's Gas Rate Book, which can be accessed on CenterPoint Energy's website, www.centerpointenergy.com and are on file with the state regulatory commission.

Section 6. ADDITIONAL TERMS.

Additional terms, if any, are included in Attachment B, which is incorporated herein by reference.

Section 7. NOTICES.

Notices, except as otherwise specified, will be sent to:
CenterPoint Energy, Energy Sales
505 Nicollet Mall
Minneapolis, MN 55459-0038 Phone: 612.321.4330
Customer _____

Section 6. TERM.

This Agreement is effective when signed by both parties and remains in effect until _____ or until terminated by CenterPoint Energy upon 30 days written notice. This Agreement supersedes all prior written or oral agreements.

CENTERPOINT ENERGY

By: _____
Title: _____
Dated: _____

CUSTOMER(S)

By: _____
Title: _____
Dated: _____