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**NEW MARKET DEVELOPMENT AGREEMENT**

This New Market Development Agreement (“Agreement”) is entered into between \_\_\_\_\_, a \_\_\_\_\_ (Proprietorship, Partnership or Corporation) hereinafter called “Developer”, and CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Minnesota Gas, 505 Nicollet Mall, Minneapolis MN 55402, hereinafter called “Company”. Based on mutual consideration, which is hereby acknowledged, the Developer and the Company agree as follows:

**Section 1. OBLIGATIONS**

- 1.1. Company is a natural gas distribution utility that will serve the hereinafter described Project.
- 1.2. Developer is developing said Project and agrees that Company has the exclusive right to be the sole natural gas provider and install natural gas mains and service lines to all residential single family unit(s) (condo, apartment, townhome or home), and commercial and industrial structures of any kind in said Project hereinafter called “Customer”; and Developer will contractually require all builders within the Project to adhere to the terms set forth herein; and, if Developer sells any or all of the land within the Project, it agrees to include the terms of this Agreement in the purchase contract(s) to ensure the new owner(s) abide by these terms.
- 1.3. Developer recognizes that the requested gas mains and service lines will necessitate a capital investment on the part of the Developer by way of contribution in aid of construction or on the part of the Company or both.
- 1.4. If another entity transports natural gas to any residential single family unit, commercial or industrial structure of any kind within the Project, then the Developer will reimburse CenterPoint Energy for its costs in the design and installation of its natural gas main and services.
- 1.5. Company and Developer agree to the terms of this agreement, as specified in Exhibit A for the requested natural gas main and service line extension(s) and; Developer understands that the terms of Exhibit A are contingent upon the number and type of natural gas customer(s) and respective natural gas equipment/load requirements the Developer has represented to Company will exist in the Project as described in Exhibit A and Exhibit B. Any change in the number of Customer(s) or type of Customer may constitute a revised Exhibit A of this Agreement between the Company and the Developer.
- 1.6. Company reserves the right to verify that Developer has complied with all the requirements of this Agreement. Such verification will include, but is not limited to, Developer or builder provided documentation or site check by Company to confirm installation of primary natural gas space heating system for each Customer in the Project. The Developer acknowledges that any type of heat pump is not considered to be a “primary natural gas heating system” and therefore is not allowed.
- 1.7. If either party breaches this Agreement and the breach is not cured within thirty (30) days after receiving written notice from the other party within such longer period as is reasonably necessary to cure the breach, in no event to exceed an additional ninety (90) days, then breaching party will be liable for the other party’s reasonable attorneys’ fees and for damages directly caused by such breach.

**Section 2. APPLICABLE LAW AND REGULATION**

- 2.1. The obligations of Company and Developer under this Agreement are subject to laws of the State of Minnesota, and;
- 2.2. The Company's currently effective and applicable Tariffs and Riders on file with the Minnesota Public Utilities Commission ("Tariff") except as specifically provided herein.

**Section 3. AUTHORITY**

The persons signing this Agreement have the real and apparent authority to bind the respective parties. Developer represents and warrants that it has sole authority for selecting the natural gas supplier for the Project(s).

**Section 4. TERM**

This Agreement is effective when signed by both parties and remains in effect for \_\_\_\_\_ (\_\_\_\_\_) years or until the construction of all customer structures in this project are complete.

**Section 5. COMPLETE AGREEMENT**

This Agreement and the Exhibits, attached and made a part of this Agreement, constitute the parties' complete agreement. With the exception of changes to the Company's Tariffs, this Agreement cannot be changed except in a writing signed by both parties.

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

**DEVELOPER**

\_\_\_\_\_  
(COMPANY)

\_\_\_\_\_  
(NAME)

\_\_\_\_\_  
(NAME)

505 Nicollet Mall  
\_\_\_\_\_  
(ADDRESS)

\_\_\_\_\_  
(ADDRESS)

Minneapolis, MN 55402  
\_\_\_\_\_  
(CITY, STATE, ZIP CODE)

\_\_\_\_\_  
(CITY, STATE, ZIP CODE)

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(DATE)

Exhibit A

Agreement Specifications;

Both parties agree that the terms of this Exhibit are confidential and may not be disclosed without the other Party's prior written consent.

Developer warrants the following customer types, numbers, and primary natural gas space heating equipment/load specifications for this project.

Customer Type	Customer Count	Equipment/Load Requirements

CenterPoint Energy, in consideration of being granted exclusive rights to deliver natural gas to each customer described above will design and install natural gas main and/or services, and;

Will (insert any additional conditions here),  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## EXHIBIT B

Plat Map identifying Project scope and Customer type