

MINIMUM VOLUME AGREEMENT

This Minimum Volume Agreement (“Agreement”) is made this ____ day of _____, 20__, between CenterPoint Energy Resources Corp., d.b.a. CenterPoint Energy Minnesota Gas, a Delaware corporation (“CenterPoint Energy”), 505 Nicollet Mall, P.O. Box 59038 Minneapolis, Minnesota 55459-0038, and _____, (the “Customer”) (collectively, the “Parties”). The Customer is a natural gas user at its facility located at _____, Acct.# _____ (the “Property”) and desires to have natural gas service installed. CenterPoint Energy is a natural gas public utility and is willing to sell and/or transport natural gas on its distribution system to the Property subject to CenterPoint Energy’s currently effective and applicable tariff(s) on file with the Minnesota Public Utilities Commission, as it/they may be changed from time to time (“Tariff” or “Tariffs”). Therefore, the Parties agree as follows:

Section 1. SERVICE.

CenterPoint Energy agrees to serve natural gas to the Property at a flow rate of _____ thousand cubic feet per hour and a delivery pressure of _____ pounds per square inch gauge.

Section 2. OWNERSHIP.

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.

Section 3. MINIMUM VOLUME COMMITMENT.

CenterPoint Energy agrees to serve the Property based upon the anticipated revenue from serving the Property. To justify service to the Property, the Customer agrees to purchase service for the delivery of annual minimum volumes (“AMV”) of _____ therms, beginning on the nearest billing cycle to _____, for an initial twelve (12) month period and for each subsequent twelve (12) month period (“AMV Year”) for the term of this Agreement. In the event Customer consumes less than the above referenced AMV for any AMV Year, the Customer shall pay CenterPoint Energy the difference between the AMV and the actual consumed volume at the then current applicable delivery rate, stated on the bill issued for the last month of the applicable AMV Year. 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.CenterPoint Energy.com](http://www.CenterPointEnergy.com), and are on file with the Minnesota Public Utilities Commission.

Section 4. CONSERVATION IMPROVEMENT PROGRAM.

Notwithstanding Section 3 above, the Customer, at its sole discretion, may implement energy efficient measures that may result in natural gas savings. If such measures occur at the Property, CenterPoint Energy agrees the AMV shall be reduced by the quantity of therms approved and implemented through CenterPoint Energy’s Conservation Improvement Program (“CIP”), except measures undertaken before _____. The AMV reduction shall occur on a pro-rata basis for the first AMV Year in which the project was installed and for the full amount of natural gas saved by the measures for all subsequent AMV Years.

MINIMUM VOLUME AGREEMENT (CONTINUED)

Section 5. ADDITIONAL TERMS.

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

Section 6. AUTHORITY AND CONFIDENTIALITY.

Customer and CenterPoint Energy each warrant 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. The Parties each agree 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 7. TERM.

This Agreement is effective when signed by both Parties and remains in effect for five (5) years or until terminated by CenterPoint Energy upon thirty (30) day's written notice. This Agreement supersedes all prior written or oral agreements pertaining to this subject matter.

Section 8. 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 _____

Section 9. ASSIGNMENT OF AGREEMENT.

The Customer may not assign this Agreement without CenterPoint Energy's prior written consent. If Customer does not obtain approval, Customer will remain liable for payment of gas service. This Agreement and any applicable Tariff(s) constitute the Parties' complete agreement. Except for changes to the Tariff(s), 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: _____

END USER(S)

By: _____
Title: _____
Dated: _____