

**RENEWABLE NATURAL GAS INTERCONNECTION AGREEMENT**

THIS RENEWABLE NATURAL GAS INTERCONNECTION 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 as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. The Customer has constructed or intends to construct and will operate its pipeline facilities connecting its renewable natural gas ("RNG") producing facilities to the Interconnection Point specified in Exhibits A and B as attached. CenterPoint Energy has constructed or intends to construct facilities at the Interconnection Point for the receipt of RNG as set forth in this Agreement. The Customer and CenterPoint Energy shall also be hereinafter referred to individually as "Party" and jointly as the "Parties". Therefore, the Parties, desiring to be legally bound, for themselves, their successors and assigns, agree as follows:

**Section 1. Scope of Agreement.**

This Agreement sets forth the terms and conditions under which CenterPoint Energy agrees to provide facilities for Interconnect Service from the Customer's pipeline facilities near \_\_\_\_\_ in \_\_\_\_\_, Minnesota to CenterPoint Energy's existing utility system. Such facilities, which include all facilities and equipment necessary for receipt of Customer's RNG, shall permit RNG to be delivered by Customer to CenterPoint Energy and for transport on CenterPoint Energy's pipeline system in Minnesota. This Agreement does not provide for or address in any way any right of the Customer to receive firm access rights on CenterPoint Energy's system at the Interconnection Point. Customer's facilities and the Interconnection Point are further described in Exhibit A. The Interconnection Point will be completed by \_\_\_\_\_ or as soon thereafter as is practicable. The Interconnection Point shall have the capability to receive up to \_\_\_\_\_ MMBTU/hour if delivered by Customer at \_\_\_\_\_ PSIG.

Additional terms are specified in Exhibit B.

This Agreement is effective upon signing and shall remain in effect for a primary term of \_\_\_\_\_ (\_\_) years.

**Section 2. Delivery Obligations and RNG Receipts.**

Beginning \_\_\_\_\_ through \_\_\_\_\_ and for each consecutive 12-month period thereafter (each a "Contract Year"), Customer agrees to purchase RNG Interconnect Service of the equivalent annual minimum volumes ("Minimum Volume Requirement") of \_\_\_\_\_ therms per Contract Year from CenterPoint Energy. If the Minimum Volume Requirement applicable to any Contract Year is not met for any reason, CenterPoint Energy may immediately invoice Customer for an amount equal to the difference between the Minimum Volume Requirement and the volume of natural gas actually received from the Customer facility during said Contract Year multiplied by the applicable tariffed rate. Such payment shall not be used as a credit for RNG received in subsequent years.

CenterPoint Energy agrees to accept, on an interruptible basis, daily volumes of the Customer's RNG meeting the Company's Gas Quality requirements and deliver those volumes from the Interconnection Point to another location on CenterPoint Energy's distribution system, as nominated by the Customer. CenterPoint Energy shall have the continuing right at any time in its sole discretion to refuse to accept delivery of any RNG that does not meet CenterPoint Energy's gas quality specifications. CenterPoint Energy shall provide notice to the Customer as soon as commercially practicable after any decision is made not to accept deliveries.

CenterPoint Energy shall have the continuing right at any time to interrupt or curtail RNG deliveries at the Interconnection Point to manage the operation of its gas distribution system. CenterPoint Energy shall interrupt or curtail on a non-discriminatory basis.

**RENEWABLE NATURAL GAS INTERCONNECTION AGREEMENT (CONTINUED)****Section 2. Delivery Obligations and RNG Receipts. (Continued)**

CenterPoint Energy may allow deviations from its RNG Quality Standards if, in the judgment of CenterPoint Energy, deviation will not risk harm to CenterPoint Energy facilities, the facilities of any CenterPoint Energy customer, human health, or the environment.

The Parties intend that the quantity of RNG actually delivered each day at each Interconnection Point will be delivered on a reasonably uniform hourly basis and equal the nominated volumes for that Interconnection Point or at a rate as mutually agreed by the Parties. If the Customer is not abiding by this provision, then CenterPoint Energy reserves the right to suspend service until such time appropriate actions have been taken to ensure compliance with this provision.

The Customer shall deliver RNG to CenterPoint Energy at the Interconnection Point at a delivery pressure as agreed to by the Parties.

CenterPoint Energy shall install equipment necessary to measure deliveries from the Customer and infuse odorant at the Interconnect Point. Measurement of RNG for all purposes of and at all times under this Agreement shall be by CenterPoint Energy instruments and meters.

Customer will, without expense to CenterPoint Energy, provide, and maintain on the premises, at a location satisfactory to CenterPoint Energy, proper space for CenterPoint Energy's piping, meters, regulators and other equipment. CenterPoint Energy representatives have the right at all reasonable times to have access to its equipment for any reason related to this Agreement, including the right to read meters, make inspections or repairs or remove CenterPoint Energy's equipment. Customer will obtain consent from its lessor, if any, for CenterPoint Energy to enter the premises for these purposes. Access will be granted at all times for emergency purposes. Customer will provide for the safekeeping of CenterPoint Energy's meters and other equipment. Customer will reimburse CenterPoint Energy for the cost of any alterations to its property necessitated by Customer, and for any loss or damage to CenterPoint Energy's property due to negligence of Customer, its agents or employees. CenterPoint Energy may suspend or discontinue service until any such damage or loss is settled to its satisfaction.

All RNG production, refining, piping and equipment upstream of the Interconnection Point, including telephone lines and any necessary electrical power for remote meter reading equipment, will be installed, owned and maintained by Customer and remain Customer's responsibility. Any inspection by CenterPoint Energy of Customer's piping and equipment will not impose any obligation or liability on CenterPoint Energy.

CenterPoint Energy will not initiate RNG Interconnection Service until all Customer equipment necessary for RNG production is installed and performs in compliance with applicable laws, ordinances and codes and Customer meets CenterPoint Energy's credit requirements as described in CenterPoint Energy's Tariff, Section V, Pages 26-26.a.

Either Party may suspend deliveries or receipts immediately, and at any time, in the event that there is any system or pipeline operations or other action or inaction, that could impair the safety or reliability of either Party's facilities or systems, could impair the deliverability of the gas to be delivered through the Interconnection Point, or would constitute a material default of this Agreement. The Party suspending deliveries or receipts will provide notice to the other Party of such suspension and the cause, to the extent identifiable, as soon as commercially reasonable. In the event such suspension continues for a period of six (6) months without either resolution of the underlying situation, or a mutually agreed upon written plan of resolution, either Party may terminate this Agreement at any time thereafter upon providing an additional thirty (30) days written notice.

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**RENEWABLE NATURAL GAS INTERCONNECTION AGREEMENT (CONTINUED)****Section 3. Price.**

The rate charged Customer for transported RNG will be governed by the applicable RNG Interconnect Service Tariff.

**Section 4. Payment.**

The payment due date and late charge are outlined in the applicable RNG Interconnect Service Tariff.

**Section 5. Termination and Assignment.**

5.1. This Agreement shall renew year to year unless terminated by either party with a minimum of twelve (12) months written notice to the other party prior to the end of the Initial Term or any succeeding term.

5.2. This Agreement shall immediately terminate on any date on which any applicable statute, regulation or other jurisdictional authority renders it illegal, null or void.

5.3. This Agreement may not be assigned without the written consent of the other Party, which shall not be unreasonably withheld. Notwithstanding the foregoing, CenterPoint Energy may, without Customer's consent assign its rights and obligations under this Agreement to any corporation or other person or business entity to which CenterPoint Energy may sell or transfer all or substantially all of its assets.

5.4. If either Party believes the other to be in material breach of this Agreement, the former Party shall provide the other with written notice specifying in reasonable detail the nature of the breach. If the breach has not been cured within six (6) months of this initial notice, the Party not in breach may terminate this Agreement by providing five (5) days written notice.

**Section 6. Notices.**

CenterPoint Energy, Commercial & Industrial Sales, 505 Nicollet Mall, P.O. Box 59038, Minneapolis, Minnesota 55459-0038, 612-321-4330

End User: \_\_\_\_\_

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**Section 7. Indemnification.**

**Customer agrees to assume entire responsibility and liability, to the fullest extent permitted by law, for all damages or injury to all persons, whether employees or otherwise, and to all property, arising out of it, resulting from or in any manner connected with, the delivery of RNG as provided for in this Agreement or occurring or resulting from the use by Customer, its agents or employees, of materials, equipment, instrumentalities or other property, whether the same be owned by CenterPoint Energy, Customer or third parties, or any interruption, curtailment, or termination of interconnection or gas transportation services, and Customer, to the fullest extent permitted by law, agrees to indemnify, defend and hold harmless CenterPoint Energy, its agents and employees from all such claims including, without limiting the generality of the foregoing, claims for which CenterPoint Energy may be, or may be claimed to be, liable and legal fees and disbursements paid or incurred to enforce the provisions of this Section and the Customer further agrees to obtain, maintain and pay for such general liability insurance coverage and endorsements as will insure the provisions of this Section.**

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**RENEWABLE NATURAL GAS INTERCONNECTION AGREEMENT (CONTINUED)****Section 8. Applicable Law and Regulation.**

This Agreement will be construed in accordance with the laws of the State of Minnesota. However, in the event of a conflict between this Agreement and the Tariff, the Tariff shall govern. Further, the operation and effectiveness of this Agreement shall not continue if such continuance would violate any applicable statute, regulation or other jurisdictional authority.

Customer agrees to provide to the Company any information the Company is required to collect by law or regulation regarding the Customer's RNG facility. The Minnesota Public Utilities Commission requires the Company to collect the following information for each interconnected RNG facility: (1) the feedstock of the RNG facility, (2) the total amount of RNG expected to be provided, (3) the mix of end-uses of the digestate, (4) if known, the state(s) in which the entity or entities purchasing the RNG from the producer are located and the end-use for which the RNG is being purchased, (5) methane leakage control and mitigation measures employed by the producer at the production and upgrade facility, (6) estimated amount of methane leakage for the producer and a description of the methodology used to develop that estimate, and (7) an analysis of the lifecycle greenhouse gas emissions, including emissions associated with the upgrade facility, of RNG volumes provided by the producer – and a description of the methodology used to develop the lifecycle analysis.

**Section 9. Title**

At no time under this Agreement shall CenterPoint Energy take or hold title to the RNG delivered at the Interconnect Point by the Customer. This Agreement does not prohibit CenterPoint Energy and Customer from entering into a separate agreement for the purchase of Customer's RNG.

**Section 10. Complete Agreement.**

This Agreement 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.

**CUSTOMER**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_