

CENTERPOINT ENERGY
ENERGY ASSISTANCE PROGRAM AGENCY AGREEMENT

This CenterPoint Energy Assistance Program Agency Agreement (this "Agreement") is dated as of the date signed below (the "Effective Date"), and is between CenterPoint Energy Resources Corp., a Delaware Corporation by and through its Southern Gas, Houston Division (the "Company" or "CNP") and Fort Bend County (the "Agency"). The Company and Agency are referred to individually as a "Party" and collectively as the "Parties."

The Company a local gas energy delivery company serving areas in Texas, operates and maintains the CNP Energy Assistance Program ("Energy Assistance Program") that provides payment assistance to qualifying customers. The Company desires to transfer energy assistance funds to the Agency to manage the Energy Assistance Program on behalf of Company by distributing energy assistance payments to customers of Company, performing the necessary enrollment applications, qualifications, disbursement and remittance processing procedures.

The Parties therefore agree as follows:

1. Program Funding. For calendar year 2013, Company will initially remit the sum of \$583.50 to Agency, to be disbursed by Agency in support of the Energy Assistance Program. These funds will be remitted to Agency in one installment, payable on or before September 12, and will be deposited into an Agency depository bank account.
2. Agency Obligations. Agency will provide the following services required to manage the Energy Assistance Program on behalf of Company during the term of this Agreement.
 - a. Agency must qualify Company customers as eligible recipients in accordance with the energy assistance relief programs administered by government agencies and in accordance with the Company Energy Assistance Program qualifications which are attached hereto as Exhibit A, and incorporated herein by reference and made a part of this Agreement.
 - b. Agency shall provide training for all employees responsible for conducting Company Energy Assistance Program customer eligibility qualification based on the provisions set forth in Exhibit A.
 - c. Agency shall process payments to the Company Cash Remittance Department.
 - d. Agency shall enter payment information into its database system; reconcile; create an electronic file containing a list of the qualified customers and payment amounts; and transmit such information to Company in electronic format on or before the first day of each calendar month during the term of this Agreement.
 - e. Agency shall perform monthly reconciliation and balancing of Company's qualified customer accounts. In addition, within five (5) days of notification thereof by Company, and at no cost to Company, Agency shall perform any transaction research necessary to reconcile Company's qualified customer accounts which are out of balance due to the action or inaction of Agency.
 - f. Agency will deposit the monies due for each qualified customer on a monthly basis via automated clearing house ("ACH") transfer into the designated Company account(s) on or before the 15th of each calendar month during the term of this Agreement.
 - g. Agency shall submit a monthly report to Company detailing the recipients and total monthly disbursements on or before the last day of each month until the entire fund balance has been depleted, in accordance with the provisions attached hereto as Exhibit B, and incorporated herein by reference and made a part of this agreement.
3. Term. This Agreement shall become effective upon execution by Company and by Agency, and shall remain in effect until all initial and/or subsequently provided funds are distributed or until the program ends, whichever occurs first, unless otherwise terminated or extended as provided in this Agreement. This Agreement may be renewed by mutual agreement of the Parties.

4. Termination for Convenience. Company shall have the absolute right to terminate this Agreement for its convenience, in whole or in part, for any reason, at any time, by providing thirty (30) days advance written notice to Agency. In the event of such termination, Agency shall promptly comply with the directions contained in such notice and shall, subject to Company's direction, take action as may be necessary to terminate the work under this Agreement and minimize its costs and liability with respect to the terminated work. In no event shall Company be liable to Agency for any anticipated revenues under this Agreement.

5. Termination for Breach. This Agreement may be terminated by Company in the event Agency fails to perform any material obligation hereunder, and such breach is not remedied within fifteen (15) days after written notice thereof to Agency. In such event, Company shall have no liability to Agency for costs incurred by Agency as a result of such termination.

6. Rights not Exclusive. The termination rights and remedies herein shall not be exclusive, and are in addition to any other rights and remedies provided under this agreement, or at law or in equity.

INDEMNIFICATION. AGENCY SHALL AT ITS OWN EXPENSE PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS THE COMPANY AND ITS EMPLOYEES, AGENTS, PARTNERS, AND AFFILIATES, SHAREHOLDERS, DIRECTORS AND OFFICERS (EACH AN "INDEMNITEE"), AGAINST ANY LIABILITY, LOSS, CLAIM, SETTLEMENT PAYMENT, COST, EXPENSE, INTEREST, AWARD, JUDGMENT, DAMAGES (INCLUDING PUNITIVE DAMAGES, PROPERTY DAMAGE, OR DAMAGES ARISING OUT OF BODILY INJURY OR DEATH), FEE, PENALTY, COURT COSTS, AND REASONABLE ATTORNEY'S FEES, WHERE THE SAME ARISE OUT OF OR RELATE TO ANY MISREPRESENTATION BY AGENCY OF THE ENERGY ASSISTANCE PROGRAM; ANY BREACH BY AGENCY OF ANY COVENANT OR OTHER AGREEMENT IN THIS AGREEMENT OR ANY RELATED AGREEMENT THAT WOULD, IF PROVEN, ESTABLISH SUCH A BREACH; OR THE ACTS, OMISSIONS, NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF ANY AGENCY PARTY.

7. Force Majeure. Neither party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its reasonable control, including, but not limited to acts of God, acts of civil or military authorities, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, earthquakes, hurricanes, or floods.
8. Independent Contractor. Agency agrees that in the performance of the work hereunder, it shall be an independent contractor and not an employee of Company, that workers engaged by Agency on this work shall at all times be considered Agency's employees and not those of Company, and that Agency will accept and assume exclusive liability and shall hold Company harmless in the payment of any and all contributions, assessments and deductions made on behalf of Agency's employees engaged in the performance of the work hereunder.
9. Records and Audit. During the term of this Agreement, and for a period of four (4) years thereafter, Agency shall keep, maintain and preserve, full records of all transactions relating to the Work performed by Agency hereunder. Upon reasonable notice, which notice shall specify the accounts, records and books requested for viewing, Company shall be afforded adequate work space and have full access during normal business hours to inspect, audit and reproduce any and all such accounts, records and books of Agency.
10. Confidentiality. Any information provided to or received by Agency regarding Company's customer accounts shall be held in confidence and not be disclosed to any third party without the express written

permission of Company. Additionally, any proprietary or confidential information marked as such provided to Agency by Company shall not be disclosed to any third party. Both Parties agree to protect all customer information in accordance with applicable state and federal laws, including 18 CFR Section 681.2, "The FTC Identity Theft Rule" which requires the Parties to develop and maintain appropriate reasonable programs consisting of policies and procedures designed to detect, prevent and mitigate the risk of theft of customer identifiable information relating to those accounts.

11. Compliance with Laws. In performance of this Agreement, Agency agrees to comply with all local, city, State and Federal regulations as they may apply to the services provided herein.

12. Notices. Any written notice required by the terms of this Agreement shall be deemed to be sufficiently given when sent by certified or registered mail, postage prepaid, to the respective parties as follows:

If to Company:

P.O. Box 1700
Houston, Texas 77251-1700
Attention: Rose McQuillon

If to Agency:

Fort Bend County
301 Jackson
Richmond, Texas 77469
Attention: Anna Gonzales

The foregoing addresses may be changed at any time by written notice to the other party.

13. Headings. The headings in this Agreement are for convenience only and shall not be construed to define or limit any terms.

14. Waiver. No course of dealing or failure of either party to strictly enforce any terms, rights or condition of this Agreement shall be construed as a waiver of such term, right or condition.

15. Assignment. This Agreement shall be binding upon the Parties and their successors and permitted assigns; however, neither Party shall assign this agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Company reserves the right to assign this Agreement to any subsidiary or any affiliate without consent of Agency.

16. Governing Law. This Agreement shall be construed under and governed by the laws of the State of Texas. Exclusive venue is in Harris County, Texas.

17. Severability. In the event that one or more provisions contained in this Agreement are for any reason held to be unenforceable in any respect, such unenforceability shall not affect any other term or condition of this Agreement and this Agreement shall be construed as if the unenforceable provision was not contained in this Agreement.

18. Entire Agreement. The parties acknowledge that they have read this Agreement and understand it and agree to be bound by its terms and conditions. Further, the parties agree that it is a complete and exclusive statement of the agreement between them, which supersedes all other proposals and prior agreements, oral or written, and any other communications between the parties relating to the subject matter of this Agreement. Any amendment of this Agreement must be mutually agreed to by the parties and must be reduced to writing.

IN WITNESS WHEREOF, this instrument has been executed on behalf of Agency by a duly authorized representative and on behalf of Company by a duly authorized representative.

AGENCY
Fort Bend County

By: 
Name: Robert Hebert

Title: County Judge

Date Signed: 8-27-13

COMPANY

CenterPoint Energy Resources Corporation

By: _____

Name: Rose McQuillon

Title: Supervisor, Corporate Community Relations

Date Signed: _____

EXHIBIT A

ELIGIBILITY REQUIREMENTS

In order to qualify for CNP's Energy Assistance Program, applicants must be an active customer of CNP. Customers whose service has been terminated for nonpayment are eligible to receive energy assistance, provided that the outstanding charges were incurred during the current heating season and that the assistance (or a combination of the assistance and an immediate customer payment) is sufficient to restore service.

Although there are no specific income eligibility requirements to receive assistance for the program, the administering Agencies are asked to use their discretion when approving clients for aid. Primary consideration is to be offered to low-income, elderly, and/or disabled persons, as well as those households with small children, the working poor, and those households that demonstrate need but cannot be approved for LIHEAP or other energy assistance programs.

Approved CNP account holders may receive fund assistance during the heating season. Grantees may receive assistance more than once in a calendar year, provided that the awards do not exceed Agencies' designated maximum amount, which may range from \$100-\$400, to be determined by the Agency.

Energy assistance shall be provided to approved applicants in the form of checks mailed directly to CNP from the administering Agency. These payments should be equal to the amount of customer's most recent invoice balance or shut-off notice amount.

Charges Eligible for Aid:

Energy Assistance may be applied to the following charges, which should be considered when calculating a grant amount. All charges must have been incurred during the current heating season:

- Natural Gas Commodity Charges and those charges related directly to natural gas distribution
- Late Payment Fees

The following charges may not be considered for aid from the fund and should likewise be excluded from any calculations related to the grant amount:

- Security Deposits
- Service-Related Fees (Initiation, Reconnection, Overtime, Collection)
- Return Check Fees
- Financed Merchandise or Loan Balances

EXHIBIT B

PAYMENT AND REPORTING PROCESS

Reporting Process:

The administering Agencies will provide CNP a monthly itemized statement detailing the contract account numbers and name of customers who were awarded grants during the previous months, all expenses related to the administration of the program, and the remaining balance of the program funds.

Fund Payment Distribution:

All checks for assistance through Customer Care Fund should include a Fund Payment Distribution Summary Report (in the format provided below), which includes the recipient's full name, service address, CNP full contract account number, and amounts of each grant. The Fund Payment Distribution Summary Report should also include the name and contact information of the originating agency.

All reports shall be delivered via email to chris.webbjr@centerpointenergy.com.

Page One

CenterPoint Energy Fund Distribution Summary

Number of Accounts: _____ \$ _____

Page Two

The list of payments for the above Summary shall contain the following information:

Case #	Name	CenterPoint Energy Account #	\$ Amount	Address	City/State/Zip
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