POOLING SERVICE AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of the _____ day of _____, 20____, by and between

      CenterPoint Energy Resources Corp.
      d/b/a CenterPoint Energy Arkansas Gas

hereinafter referred to as "Company," and

      _____,
      a _____ corporation,

hereinafter referred to as "Pool Manager,"

WITNESSETH THAT:

WHEREAS, Company is a local distribution company; and

WHEREAS, Pool Manager has entered into agency agreements with the entities identified on Exhibit A hereto, as the same may be revised from time to time during the term of this Agreement, (hereinafter referred to collectively as "Customers") who Pool Manager represents have entered into Large Volume Commercial Customer Agreements, Transportation Supply Option, under Company's Rate Schedule No. 3, Large Commercial Firm Service (hereinafter referred to as "LCS-1"); and

WHEREAS, pursuant to the agency agreements between Pool Manager and Customers, Pool Manager is authorized to act on behalf of Customer's in all respects, including the submission of nominations and allocation information in accordance with LCS-1; and

WHEREAS, Pool Manager and Customers desire to avail themselves of the Pooling Service offered by Company pursuant to Part 3.23. of LCS-1.

NOW THEREFORE, Company and Pool Manager, acting individually, and as agent for Customers, agree as follows:

ARTICLE I
NOMINATIONS AND ALLOCATIONS

Section 1.1 – Pool Manager agrees to submit to Company on behalf of Customers all nominations and allocation information required pursuant to LCS-1.

ARTICLE II
IMBALANCES

Section 2.1 – Imbalances between receipts and deliveries among the Customers subject to this Agreement will be calculated by determining the difference between the total aggregated deliveries by the Customers to Company at receipt points and the total aggregated deliveries received by the Customers at delivery points.

Section 2.2 – The imbalance tolerance set forth in Parts 3.21.5. and 3.21.8. shall apply to the aggregated imbalance total, unless and until pooling rights are interrupted by Company for a specified period.

ARTICLE III
PAYMENTS

Section 3.1 – Payments due Company for Customers' imbalances arising under LCS-1 shall be paid by Pool Manager.

Section 3.2 – In the event Pool Manager should fail to timely pay the imbalances set forth in Section 3.1 of this Agreement, then Company shall redetermine the imbalance payments due by each Customer, which redetermination shall be made without benefit of the aggregated tolerances, and each Customer shall pay the said redetermined imbalance payment.

ARTICLE IV
TERM

Section 4.1 – This Agreement shall be effective _____ and, shall continue from month to month thereafter until terminated by either party upon written notice delivered at least five (5) days prior to the beginning of a month.

ARTICLE V
MISCELLANEOUS

Section 5.1 – Pool Manager represents that it is authorized to act on behalf of Customers with respect to the service rendered hereunder.

Section 5.2 – Pool Manager agrees that Company shall have the right at any time and from time to time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, in accordance with applicable law. Company agrees that Pool Manager may protest or contest any such charges or modifications.

Section 5.3 – Service hereunder shall be in accordance with and subject to, and the parties agree to be bound by, all applicable terms and conditions set forth in LCS-1, as in effect from time to time, which terms and conditions are incorporated herein by reference.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first written.

COMPANY:

CENTERPOINT ENERGY RESOURCES CORP.
 d/b/a CenterPoint Energy Arkansas Gas

By:_____
[Name]
[Title]

POOL MANAGER,
INDIVIDUALLY AND AS AGENT
FOR CUSTOMERS

_____

By:_____
[Name]
[Title]
[Address]