

CenterPoint Energy Resources Corp.
d/b/a CenterPoint Energy Oklahoma Gas
602 SW A Avenue
Lawton, Oklahoma 73501

(866) 275-5265 toll-free
(580) 351-9601

Original Sheet No. 2-3A.1/21

Applies to State of Oklahoma

**RATE SCHEDULE 3A
LARGE COMMERCIAL FIRM SERVICE (LCS-1) APPENDIX**

LARGE VOLUME COMMERCIAL CUSTOMER AGREEMENT
(System Supply Option)

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 Oklahoma Gas

hereinafter referred to as "Company," and

_____,
a _____ corporation,

hereinafter referred to as "Customer,"

WITNESSETH THAT:

WHEREAS, Company is a local distribution company; and

WHEREAS, Customer owns or operates a facility and has requested natural gas service under Company's Rate Schedule No. 3, Large Commercial Firm Service (hereinafter referred to as "LCS-1");

NOW THEREFORE, Company agrees to provide the services to Customer as hereinafter set forth and Customer agrees to pay for such services and comply with the provisions hereof, on the following terms and conditions:

Rates Authorized by the Oklahoma Corporation Commission:	Public Utility Division Stamp:	
(Effective)	(Order No.)	(Cause/Docket No.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
<u>December 29, 2004</u>	<u>499253</u>	<u>PUD 200400187</u>

CenterPoint Energy Resources Corp.
d/b/a CenterPoint Energy Oklahoma Gas
602 SW A Avenue
Lawton, Oklahoma 73501

(866) 275-5265 toll-free
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Original Sheet No. 2-3A.2/21

Applies to State of Oklahoma

ARTICLE I
SUPPLY OPTION

Section 1.1 – Customer has selected the System Supply Option ("SSO") under LCS-1 pursuant to which Customer will be delivered natural gas supply designated as general system supply of Company for the term of this Agreement.

ARTICLE II
TERM

Section 2.1 – This Agreement shall remain in force for a primary term beginning _____ and ending _____, and from year to year thereafter unless terminated by either party by a minimum of sixty (60) days' written notice prior to the end of the primary or any succeeding term.

ARTICLE III
POINT OF DELIVERY

Section 3.1 – Company shall deliver gas to Customer at the outlet of Company's facilities at the Point(s) of Delivery designated on Exhibit "A" hereto.

ARTICLE IV
QUANTITIES

Section 4.1 – As used herein, the following terms shall have the following meanings:

Maximum Daily Winter Quantity ("MDWQ") shall mean the total maximum MMBtu which Company shall be obligated to deliver on a firm basis on any given day on behalf of Customer during the period November through March of each year.

Maximum Daily Summer Quantity ("MDSQ") shall mean the total maximum MMBtu which Company shall be obligated to deliver on a firm basis on any given day on behalf of Customer during the period April through October of each year.

Rates Authorized by the Oklahoma Corporation Commission:	Public Utility Division Stamp:	
(Effective)	(Order No.)	(Cause/Docket No.)

_____	_____	_____
_____	_____	_____
_____	_____	_____
<u>December 29, 2004</u>	<u>499253</u>	<u>PUD 200400187</u>

CenterPoint Energy Resources Corp.
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Original Sheet No. 2-3A.3/21

Applies to State of Oklahoma

Maximum Hourly Quantity ("MHQ") shall mean the maximum MMBtu Company is obligated to deliver or receive in any single hour.

Annual Volume Limitation ("AVL") shall mean the total maximum MMBtu which Company shall be obligated to deliver during the contract year, consisting of 12 consecutive billing periods.

Section 4.2 – The Maximum Daily Winter Quantity ("MDWQ"), the Maximum Daily Summer Quantity ("MDSQ"), the Maximum Hourly Quantity ("MHQ") and the Annual Volume Limitation ("AVL") applicable to services rendered under this Agreement are set forth on Exhibit "A" hereto.

Section 4.3 – The MDWQ, MDSQ and AVL may be adjusted pursuant to the provisions of Part 3.2.4. of LCS-1.

ARTICLE V
RATES

Section 5.1 – Customer shall pay to Company each month for all services rendered hereunder the charges, fees, surcharges, taxes, penalties, balancing charges, adjustments and assessments provided for in LCS-1 and associated riders, as on file and in effect from time to time.

Section 5.2 - The distribution delivery capacity ("CD") shall be the billing determinant for distribution demand charges and gas supply demand charges. Each individually metered point of delivery shall have a CD equal to the higher of (i) the MDWQ, subject to the maximum quantities provision in LCS-1; (ii) the AVL, subject to the maximum quantities provision in LCS-1, divided by 365.

Rates Authorized by the Oklahoma Corporation Commission:		Public Utility Division Stamp:
(Effective)	(Order No.)	(Cause/Docket No.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
<u>December 29, 2004</u>	<u>499253</u>	<u>PUD 200400187</u>

CenterPoint Energy Resources Corp.
d/b/a CenterPoint Energy Oklahoma Gas
602 SW A Avenue
Lawton, Oklahoma 73501

(866) 275-5265 toll-free
(580) 351-9601

First Revised Sheet No. 2-3A.4/21

Applies to State of Oklahoma

Cancelling Original Sheet No. 2-3A.4/21

ARTICLE VI
MISCELLANEOUS

Section 6.1 – Customer represents that it qualifies for service under LCS-1.

Section 6.2 – Customer agrees to certify, document and update in writing annually prior to October 1 its human needs requirements and other requirements necessary for the preservation of life, health or physical property, and any material change to the level of said requirements.

Section 6.3 – Customer 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 Customer may protest or contest any such charges or modifications.

Section 6.4 – Service hereunder shall be in accordance with and subject to, and both 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.

Section 6.5 – Customer agrees that, to the extent not already satisfied, Customer shall reimburse Company for the installation of appropriate telemetering equipment to be installed and owned by Company at each meter serving Customer in order to enable Company to accurately monitor Customer’s volume usage. Customer shall comply with all necessary and appropriate procedures, as required by Company, pertaining to the installation, reading, monitoring, testing, repair and maintenance of all telemetering and associated equipment.

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

Rates Authorized by the Oklahoma Corporation Commission:		Public Utility Division Stamp:
(Effective)	(Order No.)	(Cause/Docket No.)
_____	_____	_____
_____	_____	_____
August 19, 2021	720135	PUD 202100054
December 29, 2004	499253	PUD 200400187

CenterPoint Energy Resources Corp.
d/b/a CenterPoint Energy Oklahoma Gas
602 SW A Avenue
Lawton, Oklahoma 73501

(866) 275-5265 toll-free
(580) 351-9601

Original Sheet No. 2-3A.5/21

Applies to State of Oklahoma

COMPANY:

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

By: _____
[Name]
[Title]

CUSTOMER:

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

Rates Authorized by the Oklahoma Corporation Commission: Public Utility Division Stamp:
(Effective) (Order No.) (Cause/Docket No.)

_____	_____	_____
_____	_____	_____
_____	_____	_____
<u>December 29, 2004</u>	<u>499253</u>	<u>PUD 200400187</u>

CenterPoint Energy Resources Corp.
d/b/a CenterPoint Energy Oklahoma Gas
602 SW A Avenue
Lawton, Oklahoma 73501

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Original Sheet No. 2-3A.6/21

Applies to State of Oklahoma

EXHIBIT A
TO
LARGE VOLUME COMMERCIAL CUSTOMER AGREEMENT
(SYSTEM SUPPLY OPTION)

DELIVERY POINTS

CA# _____

Delivery Point(s)

For the account of
Customer at Customer's
Facility located at

_____,
_____, Oklahoma _____

QUANTITIES

Maximum Daily Winter Quantity ("MDWQ")	_____ MMBtu
Maximum Daily Summer Quantity ("MDSQ")	_____ MMBtu
Maximum Hourly Quantity ("MHQ")	_____ MMBtu
Annual Volume Limitation ("AVL")	_____ MMBtu

Effective this ___ day of _____, _____ until superseded by a revised Exhibit A or until the Agreement is terminated.

Rates Authorized by the Oklahoma Corporation Commission: Public Utility Division Stamp:
(Effective) (Order No.) (Cause/Docket No.)

_____	_____	_____
_____	_____	_____
_____	_____	_____
<u>December 29, 2004</u>	<u>499253</u>	<u>PUD 200400187</u>

CenterPoint Energy Resources Corp.
d/b/a CenterPoint Energy Oklahoma Gas
602 SW A Avenue
Lawton, Oklahoma 73501

(866) 275-5265 toll-free
(580) 351-9601

Original Sheet No. 2-3A.7/21

Applies to State of Oklahoma

**LARGE VOLUME COMMERCIAL CUSTOMER AGREEMENT
(Transportation Supply Option)**

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 Oklahoma Gas

hereinafter referred to as "Company," and

_____,
a _____ corporation,

hereinafter referred to as "Customer,"

WITNESSETH THAT:

WHEREAS, Company is a local distribution company; and

WHEREAS, Customer owns or operates a facility and has requested natural gas service under Company's Rate Schedule No. 3, Large Commercial Firm Service (hereinafter referred to as "LCS-1" or qualified "CS-1" Customer);

NOW THEREFORE, Company agrees to provide the services to Customer as hereinafter set forth and Customer agrees to pay for such services and comply with the provisions hereof, on the following terms and conditions:

ARTICLE I
SUPPLY OPTION

Section 1.1 – Customer has selected the Transportation Supply Option ("TSO") under LCS-1 pursuant to which Customer will be delivered natural gas supply received for Customer's account at points of receipt on Company's distribution facilities for the term of this Agreement.

Rates Authorized by the Oklahoma Corporation Commission: Public Utility Division Stamp:
(Effective) (Order No.) (Cause/Docket No.)

_____	_____	_____
_____	_____	_____
_____	_____	_____
<u>December 29, 2004</u>	<u>499253</u>	<u>PUD 200400187</u>

CenterPoint Energy Resources Corp.
d/b/a CenterPoint Energy Oklahoma Gas
602 SW A Avenue
Lawton, Oklahoma 73501

(866) 275-5265 toll-free
(580) 351-9601

Original Sheet No. 2-3A.8/21

Applies to State of Oklahoma

[Section 1.2 – Customer has elected Rider 1 – Transportation Service with Firm Sales Backup. Customer shall have the right to call upon sales service with 24 hour notice to the Company. Company may waive 24 hour notice in the event of an emergency. Company may at its option, require a sales service period of not less than 10 days.]

[Section 1.3 – Company will arrange for service on a supplier pipeline in order to effectuate the transportation service rendered to customer. Customer elects to have Company confirm all necessary transactions on the supplier pipeline.]

ARTICLE II
TERM

Section 2.1 – This Agreement shall remain in force for a primary term beginning _____ and ending _____, and from year to year thereafter unless terminated by either party by a minimum of sixty (60) days' written notice prior to the end of the primary or any succeeding term.

ARTICLE III
POINTS OF RECEIPT AND DELIVERY

Section 3.1 – Company shall receive gas from Customer at the Point(s) of Receipt designated on Exhibit "A" hereto and Company shall deliver gas to Customer at the outlet of Company's facilities at the Point(s) of Delivery designated on Exhibit "A" hereto.

ARTICLE IV
QUANTITIES

Section 4.1 – As used herein, the following terms shall have the following meanings:

Maximum Daily Winter Quantity ("MDWQ") shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of Customer during the period November through March of each year.

Rates Authorized by the Oklahoma Corporation Commission:	Public Utility Division Stamp:	
(Effective)	(Order No.)	(Cause/Docket No.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
<u>December 29, 2004</u>	<u>499253</u>	<u>PUD 200400187</u>

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(866) 275-5265 toll-free
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Original Sheet No. 2-3A.9/21

Applies to State of Oklahoma

Maximum Daily Summer Quantity ("MDSQ") shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of Customer during the period April through October of each year.

Maximum Hourly Quantity ("MHQ") shall mean the maximum MMBtu Company is obligated to receive or deliver in any single hour.

Annual Volume Limitation ("AVL") shall mean the total maximum MMBtu which Company shall be obligated to deliver during the contract year, consisting of 12 consecutive billing periods.

Section 4.2 – The Maximum Daily Winter Quantity ("MDWQ"), the Maximum Daily Summer Quantity ("MDSQ"), the Maximum Hourly Quantity ("MHQ") and the Annual Volume Limitation ("AVL") applicable to services rendered under this Agreement are set forth on Exhibit "A" hereto.

Section 4.3 – The MDWQ, MDSQ and AVL may be adjusted pursuant to the provisions of Part 3.2.4. of LCS-1.

Section 4.4 – Company shall not be obligated under any circumstances: (i) to deliver more gas to Customer during any given day or month than it shall have received for the account of Customer during said period; or (ii) to receive or deliver during any given day a total quantity of gas in excess of the MDWQ or MDSQ as applicable.

ARTICLE V
RATES

Section 5.1 – Customer shall pay to Company each month for all services rendered hereunder the charges, fees, surcharges, taxes, penalties, balancing charges, adjustments and assessments provided for in LCS-1 or qualified CS-1 customers and associated riders, as on file and in effect from time to time.

Rates Authorized by the Oklahoma Corporation Commission:	Public Utility Division Stamp:	
(Effective)	(Order No.)	(Cause/Docket No.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
<u>December 29, 2004</u>	<u>499253</u>	<u>PUD 200400187</u>

CenterPoint Energy Resources Corp.
d/b/a CenterPoint Energy Oklahoma Gas
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Original Sheet No. 2-3A.10/21

Applies to State of Oklahoma

Section 5.2 - The distribution delivery capacity ("CD") shall be the billing determinant for distribution demand charges and gas supply demand charges. Each individually metered point of delivery shall have a CD equal to the higher of (i) the MDWQ, subject to the maximum quantities provision in LCS-1; (ii) the AVL, subject to the maximum quantities provision in LCS-1, divided by 365.

ARTICLE VI
MISCELLANEOUS

Section 6.1 – Customer represents that it qualifies for service under either LCS-1 or CS-1.

Section 6.2 – Customer agrees to certify, document and update in writing annually prior to October 1 its human needs requirements and other requirements necessary for the preservation of life, health or physical property, and any material change to the level of said requirements.

[As Customer has human needs requirements of ____ MMBtu per day, Customer certifies that the corresponding level of primary firm upstream pipeline capacity and gas supply will be maintained for the minimum period of November 1 through March 31 each year. Should upstream capacity or supplies become insufficient for any reason, Company and CenterPoint Energy Resources Corp. are hereby indemnified by Customer from any and all claims, causes of action, lawsuits, damages, costs, expenses and similar liability that might be asserted by third parties as a result of the interruption, curtailment, failure or suspension of natural gas service for any period of time.]

Section 6.3 – Customer 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 Customer may protest or contest any such charges or modifications.

Section 6.4 – Service hereunder shall be in accordance with and subject to, and both 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.

Rates Authorized by the Oklahoma Corporation Commission:	Public Utility Division Stamp:	
(Effective)	(Order No.)	(Cause/Docket No.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
December 29, 2004	499253	PUD 200400187

CenterPoint Energy Resources Corp.
d/b/a CenterPoint Energy Oklahoma Gas
602 SW A Avenue
Lawton, Oklahoma 73501

(866) 275-5265 toll-free
(580) 351-9601

Second Revised Sheet No. 2-3A.11/21

Applies to State of Oklahoma

Cancelling First Revised Sheet No. 2.3A.11/21

Section 6.5 – Customer agrees that, to the extent not already satisfied, Customer shall pay Company for the installation of appropriate telemetering equipment to be installed and owned by Company under one of the following payment options as chosen by the Customer: (1) Customer will reimburse Company for the full, installed cost of such telemetry equipment, or (2) Customer will pay Company a monthly fee per meter for the entire period such meter(s) is (are) served under any TSO rate schedule, as set forth under Part 3.6 of LCS-1. Customer also agrees that Customer shall pay Company a monthly per meter fee for wireless telemetry service for the entire period such meter(s) is (are) served under this or any other transportation rate schedule, as set forth under Part 3.6 of LCS-1. Customer shall comply with all necessary and appropriate procedures, as required by Company, pertaining to the installation, reading, monitoring, testing, repair and maintenance of all telemetering and associated equipment.

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 Oklahoma Gas

By: _____
[Name]
[Title]

CUSTOMER:

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

Rates Authorized by the Oklahoma Corporation Commission: Public Utility Division Stamp:
(Effective) (Order No.) (Cause/Docket No.)

_____	_____	_____
August 19, 2021	720135	PUD 202100054
November 4, 2015	646583	PUD 201500118
December 29, 2004	499253	PUD 200400187

CenterPoint Energy Resources Corp.
d/b/a CenterPoint Energy Oklahoma Gas
602 SW A Avenue
Lawton, Oklahoma 73501

(866) 275-5265 toll-free
(580) 351-9601

Original Sheet No. 2-3A.12/21

Applies to State of Oklahoma

EXHIBIT A
TO
LARGE VOLUME COMMERCIAL CUSTOMER AGREEMENT
(TRANSPORTATION SUPPLY OPTION)

RECEIPT AND DELIVERY POINTS

Address: _____
CA# _____

Receipt Points

The gas will be received for Customer's account at the point(s) where the _____ (Upstream Pipeline) is interconnected with the distribution facilities of CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Oklahoma Gas at or near _____, Oklahoma.

Delivery Point(s)

For the account of
Customer at Customer's
Facility located at
_____,
_____, Oklahoma _____

QUANTITIES

Maximum Daily Winter Quantity ("MDWQ")	_____ MMBtu
Maximum Daily Summer Quantity ("MDSQ")	_____ MMBtu
Maximum Hourly Quantity ("MHQ")	_____ MMBtu
Annual Volume Limitation ("AVL")	_____ MMBtu

Effective this ___ day of _____, _____ until superseded by a revised Exhibit A or until the Agreement is terminated.

Rates Authorized by the Oklahoma Corporation Commission:	Public Utility Division Stamp:	
(Effective)	(Order No.)	(Cause/Docket No.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
December 29, 2004	499253	PUD 200400187

CenterPoint Energy Resources Corp.
d/b/a CenterPoint Energy Oklahoma Gas
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(866) 275-5265 toll-free
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Original Sheet No. 2-3A.13/21

Applies to State of Oklahoma

PREDETERMINED ALLOCATION AGREEMENT

THIS AGREEMENT is made and entered into by CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Oklahoma Gas ("Company") and _____ ("Customer") effective _____.

WHEREAS, Company and Customer are parties to Large Commercial Service Agreements (the "Agreements") entered pursuant to Company's Rate Schedule No. 3, Large Commercial Firm Service (hereinafter referred to as "LCS-1"); and

WHEREAS, the Agreements select more than one of the two supply options offered under Part 3.1.2. of LCS-1; and

WHEREAS, the parties wish to enter this Predetermined Allocation Agreement.

NOW, THEREFORE, pursuant to Part 3.22. of LCS-1, Company and Customer hereby agree as follows:

1. In the event gas received by Company at any single delivery point involves supply under more than one of the two supply options offered under LCS-1, then such deliveries shall be allocated to each service option in the following manner:

[Describe allocation method]

2. [other provisions]

3. This Agreement shall be effective for at least one Service Month, and shall remain in effect until superceded by a new Predetermined Allocation Agreement.

4. This Predetermined Allocation Agreement is subject to all applicable terms and conditions set forth in LCS-1, as in effect from time to time, which provisions are incorporated herein by reference.

Rates Authorized by the Oklahoma Corporation Commission:	Public Utility Division Stamp:	
(Effective)	(Order No.)	(Cause/Docket No.)

December 29, 2004	499253	PUD 200400187

CenterPoint Energy Resources Corp.
d/b/a CenterPoint Energy Oklahoma Gas
602 SW A Avenue
Lawton, Oklahoma 73501

(866) 275-5265 toll-free
(580) 351-9601

Original Sheet No. 2-3A.14/21

Applies to State of Oklahoma

Company:

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

By: _____
Title

Customer:

By: _____
Title

Rates Authorized by the Oklahoma Corporation Commission:	Public Utility Division Stamp:	
(Effective)	(Order No.)	(Cause/Docket No.)

_____	_____	_____
_____	_____	_____
_____	_____	_____
<u>December 29, 2004</u>	<u>499253</u>	<u>PUD 200400187</u>

CenterPoint Energy Resources Corp.
d/b/a CenterPoint Energy Oklahoma Gas
602 SW A Avenue
Lawton, Oklahoma 73501

(866) 275-5265 toll-free
(580) 351-9601

Original Sheet No. 2-3A.15/21

Applies to State of Oklahoma

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 Oklahoma 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.

Rates Authorized by the Oklahoma Corporation Commission:	Public Utility Division Stamp:	
(Effective)	(Order No.)	(Cause/Docket No.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
<u>December 29, 2004</u>	<u>499253</u>	<u>PUD 200400187</u>

CenterPoint Energy Resources Corp.
d/b/a CenterPoint Energy Oklahoma Gas
602 SW A Avenue
Lawton, Oklahoma 73501

(866) 275-5265 toll-free
(580) 351-9601

Original Sheet No. 2-3A.16/21

Applies to State of Oklahoma

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.

Rates Authorized by the Oklahoma Corporation Commission:	Public Utility Division Stamp:	
(Effective)	(Order No.)	(Cause/Docket No.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
<u>December 29, 2004</u>	<u>499253</u>	<u>PUD 200400187</u>

CenterPoint Energy Resources Corp.
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(866) 275-5265 toll-free
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Original Sheet No. 2-3A.17/21

Applies to State of Oklahoma

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 Oklahoma Gas

By: _____
[Name]
[Title]

Rates Authorized by the Oklahoma Corporation Commission:	Public Utility Division Stamp:	
(Effective)	(Order No.)	(Cause/Docket No.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
<u>December 29, 2004</u>	<u>499253</u>	<u>PUD 200400187</u>

CenterPoint Energy Resources Corp.
d/b/a CenterPoint Energy Oklahoma Gas
602 SW A Avenue
Lawton, Oklahoma 73501

(866) 275-5265 toll-free
(580) 351-9601

Original Sheet No. 2-3A.18/21

Applies to State of Oklahoma

POOL MANAGER,
INDIVIDUALLY AND AS AGENT
FOR CUSTOMERS

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

Rates Authorized by the Oklahoma Corporation Commission: (Effective)	Public Utility Division Stamp: (Order No.)	(Cause/Docket No.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
<u>December 29, 2004</u>	<u>499253</u>	<u>PUD 200400187</u>

CenterPoint Energy Resources Corp.
d/b/a CenterPoint Energy Oklahoma Gas
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Lawton, Oklahoma 73501

(866) 275-5265 toll-free
(580) 351-9601

Original Sheet No. 2-3A.19/21

Applies to State of Oklahoma

AGENCY AGREEMENT

[Customer]

[Agent]

RE: Large Volume Commercial Customer Agreement (Transportation Supply Option) ("Agreement") dated as of _____, by and between CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Oklahoma Gas ("Company"), and _____, ("Customer")

Ladies and Gentlemen:

This Letter will evidence the understanding between _____ ("Customer"), _____ ("Agent") and CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Oklahoma Gas, ("Company"), that effective as of _____, Agent will act as Customer's agent for services provided by Company pursuant to the referenced Agreement for all purposes related thereto, unless expressly provided otherwise herein, including, but not limited to, the purposes of submitting and receiving notices, nominations and other information related to receipts and deliveries of gas and performing other administrative or contractual duties [including payment obligations,] under the Agreement and as required by Company's Rate Schedule No. 3, Large Commercial Firm Service ("LCS-1"), as on file and in effect from time to time. Company will coordinate with Agent for all imbalance administration, contract administration, nominations, scheduling and allocations for Customer's account, and shall be entitled to rely on Agent's actions with respect to the Agreement.

Rates Authorized by the Oklahoma Corporation Commission: Public Utility Division Stamp:
(Effective) (Order No.) (Cause/Docket No.)

December 29, 2004 499253 PUD 200400187

CenterPoint Energy Resources Corp.
d/b/a CenterPoint Energy Oklahoma Gas
602 SW A Avenue
Lawton, Oklahoma 73501

(866) 275-5265 toll-free
(580) 351-9601

Original Sheet No. 2-3A.20/21

Applies to State of Oklahoma

() Timely payments made by Agent to Company for services rendered to Customer in accordance with the terms of the Agreement and for any penalties, fees, assessments or other charges assessed against Customer's account by Company shall be credited to Customer's account and all notices given to Agent shall be deemed given to Customer.

() Company shall make any cash balancing payments it may be required to make for Customer's account to Agent. Company shall make any refund payments it may be required to make directly to Agent.

Upon termination of the agreement, any final cashout payment or credit, shall be the responsibility of or shall be payable to, as applicable, to () Agent () Customer.

Agent agrees to indemnify, defend and hold harmless Company from any and all liabilities, losses, damages, expenses, claims, actions and fines of whatever nature (including, but not limited to, attorney's fees and court costs incurred by Company, whether related to the collection of any amounts due under the Agreement or otherwise) resulting from Company's reliance on Agent, including, but not limited to, actions taken by Company pursuant to Agent's action or inaction under the Agreement. Customer shall remain liable to Company for all of its obligations as Customer under the Agreement, and Company shall have no duty, liability or responsibility whatsoever to Agent. Customer acknowledges that if Agent acts as a Pool Manager pursuant to Part 3.23. of LCS-1 and (i) should the Pool Manager fail to pay invoices calculated at the aggregated level, or (ii), should Company interrupt Pooling Service for any reason pursuant to Part 3.23.1. of LCS-1, then upon default to the individual Customer invoice, the invoice shall be recalculated at the individual Customer level, without benefit of the aggregated tolerance, as provided in Part 3.23.4. of LCS-1.

Appointment of Agent may be terminated or canceled by Customer, Agent or Company, but no such termination or cancellation shall be effective as to Company until the first day of the month, following the expiration of a five (5) day period after receipt of written notice of such termination or cancellation from Customer, Agent or Company. Notwithstanding the foregoing, this designation and appointment of Agent shall automatically terminate upon termination or cancellation of the referenced Agreement. This Agency Agreement will supercede any previously executed Agency Agreements.

Rates Authorized by the Oklahoma Corporation Commission:		Public Utility Division Stamp:
(Effective)	(Order No.)	(Cause/Docket No.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
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If the foregoing is acceptable, please so indicate by having an authorized officer execute and return to the undersigned.

Very truly yours,

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

By: _____

ACCEPTED AND AGREED TO THIS
_____ DAY OF _____, 200__

CUSTOMER:

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED TO THIS
_____ DAY OF _____, 200__

AGENT:

By: _____
Name: _____
Title: _____

Rates Authorized by the Oklahoma Corporation Commission: Public Utility Division Stamp:
(Effective) (Order No.) (Cause/Docket No.)

_____	_____	_____
_____	_____	_____
_____	_____	_____
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