

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.

() 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.

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 _____, 20__

CUSTOMER:

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED TO THIS
_____ DAY OF _____, 20__

AGENT:

By:_____

Name:_____

Title:_____