

**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.

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.

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.

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 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.

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, and that Customer shall install and pay for the corresponding telephone lines

acceptable to 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.

COMPANY:

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

By: _____

[Name] _____

[Title] _____

CUSTOMER: _____

By: _____

[Name] _____

[Title] _____

[Address] _____

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 Limitatin ("ACL") _____ MMBtu

Effective this _____ day of _____, _____ until superseded by a revised Exhibit A or until the Agreement is terminated.