

CenterPoint Energy

(Name of Utility Organization or Other Serving Agency)

MISSISSIPPI GAS

(Rate Area to Which Schedule is Applicable)

TYPE UTILITY SERVICE **Gas**

(Electric, Gas, Telephone, Water, Sewer)

CLASS OF SERVICE **Transportation**

(Residential, Commercial, Industrial, Rural)

(This space for statement of availability, character of service, rate, minimum charge, terms of payment, special conditions, and minimum contract period pertinent to the application of this particular rate schedule)

P. S. C. SCHEDULE NUMBER **MT-5**

REVISED NO. 1

DATE ISSUED _____

SUPERSEDES
SCHEDULE NO. ORIGINAL

DATE ISSUED September 15,
2011

SCHEDULE CONSISTS OF 4 SHEETS

**NATURAL GAS TRANSPORTATION SERVICE
RATE SCHEDULE MT-5**

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and redelivery of natural gas to a natural gas “public utility” that is regulated by the Mississippi Public Service Commission or successor public agency, and a city, town, village, municipality and local natural gas district established under state law (“Shipper”) where natural gas is tendered for delivery to CENTERPOINT ENERGY –Mississippi Gas (“Company”) at existing city gate stations or other facilities of adequate capacity and suitable pressure.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement (“Agreement”) has been executed after September 30, 2005 between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point; and (d) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the *General Terms and Conditions for Transportation Service* (“General Terms”).

NET MONTHLY RATE

The Net Monthly Rate for gas transported under this Rate Schedule shall be a monthly service charge of \$1,000.00 plus a rate per MMBtu for all gas transported and redelivered to the facilities of a Shipper during a billing period equal to the sum of:

- (i) First 3,000 MMBtu @ \$0.50 per MMBtu
- Next 3,000 MMBtu @ \$0.25 per MMBtu
- Over 6,000 MMBtu @ \$0.10 per MMBtu; plus

and
(ii) Payments To Governmental Authorities, as defined in this Rate Schedule and the General Terms.

and
(iii) Other Charges, if any, as defined in this Rate Schedule.

Continued on page 2

and
(iv) Capacity Assignment costs, if any, as defined in this Rate Schedule.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

As provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an End-Use Customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such End-Use Customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to telemetering and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu redelivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within ten (10) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may immediately suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

01731967
ISSUED BY
Brad Tutunjian

(Name)

Vice President

(Title)

P.O. Box 21734
Shreveport, LA 71051

(Address)

Date Effective

Date Approved

Authority No.

Continued on page 3**NATURAL GAS ACT**

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a "Natural Gas Company" under the Natural Gas Act, 15 U.S.C. §717 *et seq.* or otherwise subject Company, in its sole determination, to the rate jurisdiction of the Federal Energy Regulatory Commission or successor federal regulatory agency.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, *inter alia*, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said agreement expires.

CURTAILMENT

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of Shipper (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's curtailment of shippers under Company's comparable transportation rate schedule on file with the Mississippi Public Service Commission or successor public agency based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The parties shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt

Continued on page 401731967
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CONTINUATION OF SCHEDULE MT-5

SHEET 4 of 4 SHEETS

MEASUREMENT (cont'd)

Point and redelivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company's *General Terms*, as amended from time to time.

FINAL

01731967
ISSUED BY
Brad Tutunjian

(Name)

Vice President

(Title)

P.O. Box 21734
Shreveport, LA 71051

(Address)

Date Effective

Date Approved

Authority No.

**CENTERPOINT ENERGY RESOURCES CORP.
TRANSPORTATION SERVICE AGREEMENT**

This TRANSPORTATION SERVICE AGREEMENT, hereinafter referred to as "Agreement," is made and entered into on this 1st day of _____, 20__, by and between CenterPoint Energy Resources Corp., hereinafter called "Company," and _____, hereinafter called "Shipper."

In consideration of the mutual covenants herein contained, the parties hereto agree that Company shall transport for Shipper, and Shipper shall furnish, or cause to be furnished, to Company natural gas for such transportation during the term hereof, at the rates and on the terms and conditions hereinafter provided.

(1) TERM, QUANTITIES, RECEIPT AND DELIVERY POINTS

This Agreement shall be in effect for a primary term of one (1) year and shall automatically renew itself for successive one year periods. Either party shall give written notice of termination to the other at least sixty (60) days prior to the expiration of the primary term or any succeeding renewal term. Quantities, Receipt and Delivery Points shall be as reflected in Exhibit A of this Agreement which is attached hereto and made a part hereof. On any day, Company shall not be obligated to receive or deliver quantities of gas at any receipt or delivery point in excess of the (MDQ) set forth in Exhibit A. Shipper may deliver or cause to be delivered to Company at the Receipt Point quantities of gas described in Exhibit A, and Company shall redeliver thermally equivalent quantities at the Delivery Points described in Exhibit A excluding a quantity of gas for Fuel Use and Lost and Unaccounted For Gas indicated therein.

(2) RATE

Shipper shall pay, or cause to be paid, to Company each month for all services provided hereunder the charges specified in the applicable RATE SCHEDULE.

(3) ADDRESSES

Notices, Confirmations to Shipper	Notices and Nominations to CenterPoint
Nominations: Primary: (<i>Shippers E-mail Address</i>)	Nominations: Primary http://158.81.14.94/AWEntex/
Notices:	Notices: <ul style="list-style-type: none"> • (713) 207-4218 charles.mcferrin@centerpointenergy.com • (713) 207-3369 derrik.hilleshiem@centerpointenergy.com
Secondary and General Correspondence: (<i>Shipper's Mailing Address, Fax and Telephone number</i>)	Secondary and General Correspondence: <ul style="list-style-type: none"> • (713) 207-5655 philip.reeves@centerpointenergy.com

(4) BILLING AND PAYMENT

All bills shall be rendered to Shipper's Billing Address appearing in Exhibit A. Shipper shall pay all bills by wire transfer to Company at:

JP Morgan Chase Texas
712 Main St.
Houston, Texas 77002
ABA: 113000609
Account: 0010-341-3994
Account Name: CenterPoint Energy Gas Receivables, LLC

In accordance with the General Terms of the applicable RATE SCHEDULE, if Shipper fails to pay within five (5) business days after the date payment is due all of the amount of any bill for service rendered by Company hereunder, Company, upon five (5) days notice to Shipper, may suspend further receipt and/or delivery of gas until such past due amount is paid, or satisfactory credit arrangements have been made in accordance with the General Terms of the applicable RATE SCHEDULE. If Shipper fails to pay or make satisfactory credit arrangements within such five (5) days notice period, Company, in addition to any other remedy it may, have hereunder, may, upon thirty (30) days written notice to Shipper, terminate this Agreement and cease further receipt and/or delivery of gas on behalf of Shipper.

(5) TERMINATION

Upon termination of this Agreement for any reason, Shipper agrees to stop delivering gas to Company for transportation hereunder. In addition, upon termination of this Agreement, Shipper agrees that it will thereafter make no further demand for service and agrees to the abandonment of service hereunder. Company agrees that it will make no further demand for the continuation of services or any payment related thereto, other than payments which are due with respect to any services previously provided, or with respect to any capacity assignment as provided for pursuant to the appropriate Rate Schedule.

Termination of this Agreement shall not relieve either party of any obligation that might otherwise exist to correct any volume imbalance hereunder nor relieve Shipper of its obligation to pay any monies due hereunder to Company.

(6) RATE SCHEDULES AND GENERAL TERMS

Service hereunder shall be provided pursuant to the provisions of the applicable Rate Schedule as well as the General Terms and Conditions in effect from time to time, and such provisions are incorporated herein by this reference. Any curtailment of transportation service hereunder shall be in accordance with the priorities set out in the provisions of the applicable Rate Schedule as well as the General Terms. Company shall have the right to determine the priority and/or scheduling of the transportation service under this Agreement and to revise the priority and/or scheduling of this transportation service from time to time.

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, as set forth in the applicable Rate Schedule and in the General Terms and Conditions, in accordance with applicable law.

In the event that Company places on file with the Commission another rate schedule which may be applicable to service rendered hereunder, then Company, at its option, may, from and after the effective date of such rate schedule, utilize such rate schedule in the performance of this Agreement. Such rate schedule or superseding rate schedule(s) and any revisions thereof which shall be filed and become effective shall apply to and be a part of this Agreement. Company shall have the right to propose, file and make effective with the Commission, or other body having jurisdiction, changes and revisions of any effective rate schedule(s) and/or General Terms, or to propose, file, and make effective superseding rate schedules and/or General Terms, for the purpose of changing the rates, charges, and other provisions thereof effective as to Shipper.

(7) ASSIGNMENT

This Agreement shall not be assigned by Shipper in whole or in part without Company's prior written or electronic consent. In addition to all other rights and remedies, Company may terminate the Agreement immediately if it is assigned by Shipper without Company's consent, whether the assignment or contract be voluntary or by operation of law or otherwise. Subject to the above, the respective rights and obligations of the parties under the Agreement shall extend to and be binding upon their heirs, successors, assigns and legal representatives.

(8) NOTICES

Each party shall notify the other in writing of the name, address, telephone number, telecopy number and e-mail address of the person or persons who shall have authority to act for such party in connection with this Agreement, and operating notices shall thereafter be served upon such person or persons.

This Agreement constitutes the entire agreement between the parties and no waiver, representation or agreement, oral or otherwise, shall affect the subject matter hereof unless and until such waiver, representation or agreement is reduced to writing or, if Company permits or requires, otherwise memorialized via electronic means, and executed by authorized representatives of the parties. No waiver by either Shipper or Company of any one or more defaults by the other in performance of any of the provisions of the Agreement shall operate or be construed as a waiver of any other existing or future default or defaults, whether of a like or of a different character.

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

"SHIPPER"

CenterPoint Energy Resources Corp.
"COMPANY"

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

**EXHIBIT A
TO TRANSPORTATION SERVICE AGREEMENT**

Page 1 of 2

SHIPPER INFORMATION

Name of Shipper: _____
Shipper's Dunn's Number: _____

Shipper's Physical Business Address: _____

Shipper's Email Billing Address: _____
Note: Bills are rendered via E-mail and are due and payable when E-mail is sent by Company.

Shipper's Business Email Address: _____

GENERAL INFORMATION

Term of Service

Begin Date: _____
End Date: _____
Evergreen: Yes or No _____
Period of Evergreen: 1 Year, 2 Years, etc. _____

Note: Shipper must provide CenterPoint with written notice canceling this Exhibit A a minimum of 30 days prior to the expiration date of this Exhibit A to avoid automatic renewal through the evergreen mechanism.

Rate Schedule: _____
Telemetry Option (1, 2, 3 or 4) _____

End-User Facility Information

End-User Business Name: _____
End-User Dunn's Number: _____
End-User Physical Service (Business) Address: _____

End-User Facility Contact for Operating Information and Emergency Notices

Name: _____
Office Telephone: _____
Office Fax: _____
E-Mail Address: _____

Delivery Information

Number of Meters Receiving Transportation Service: _____
Delivery Point(s): _____

_____ Receipt Point(s): _____

Quantities: _____
MDQ (in MMBtu/day) _____

Upstream Pipeline Contact for Confirmations

Name: _____
Office Telephone: _____
Office Fax: _____
E-Mail Address: _____

**EXHIBIT A
TO TRANSPORTATION SERVICE AGREEMENT**

Page 2 of 2

NOTICES TO SHIPPER

Operational Notices

Supply Coordinator:

Office Fax:

Office Telephone:

Business E-Mail Address:

All Other Notices

Marketing Representative:

Office Fax:

Office Telephone:

Business E-Mail Address:

Business Mailing Address:

NOTICES TO END-USER

Operational Notices

Employee Name:

Office Fax:

Office Telephone:

Business E-Mail Address:

All Other Notices

Employee Name:

Office Fax:

Office Telephone:

Business E-Mail Address:

Business Mailing Address:

INDEX FOR SHIPPER CASH-OUT CALCULATIONS

Applicable Monthly Index:

Applicable Index Adder or WACOG:

Applicable Daily Index:

ACKNOWLEDGEMENTS

Signature of Shipper:

Date of Execution by Shipper:

Signature of End-User:

Date of Execution by End-User:
