

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule POOLING)

THIS AGREEMENT entered into this _____ day of _____, _____ (year), by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller", first party, and _____, hereinafter referred to as "Buyer", second party.

WITNESSETH

WHEREAS, Buyer requests and Seller agrees to provide _____ (firm or interruptible) pooling service as set forth herein,

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
POOLING SERVICE

Subject to the terms and provisions of this agreement and of Seller's Rate Schedule POOLING, Seller agrees to provide pooling service to Buyer on a firm or interruptible basis, as specified above.

ARTICLE II
POOLING TRANSACTION POINT(S) OF SERVICE

This service agreement shall apply to firm or interruptible pooling service provided by Seller to Buyer at all pooling points identified on 1Line, pursuant to Rate Schedule POOLING.

ARTICLE III
TERM OF AGREEMENT

This agreement shall be effective as of _____, _____ (year) and shall remain in force and effect until 9:00 a.m. Central Clock Time _____, _____ (year) and thereafter until terminated by Seller or Buyer upon at least _____ written notice.

ARTICLE IV
RATE SCHEDULE AND PRICE

Buyer shall pay Seller all applicable rates and surcharges in accordance with Seller's Rate Schedule POOLING and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff as filed with the Federal Energy Regulatory Commission, and as the same may be legally amended or superseded from time to time. Such Rate Schedule and General Terms and Conditions are by this reference made a part hereof.

ARTICLE V
MISCELLANEOUS

1. This agreement supersedes and cancels as of the effective date hereof the following contract(s) between the parties hereto: _____.
2. No waiver by either party of any one or more defaults by the other in the performance of any provisions of this agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.
3. The interpretation and performance of this agreement shall be in accordance with the laws of the State of Texas, without recourse to the law governing conflict of laws, and to all present and future valid laws with respect to the subject matter, including present and future orders, rules and regulations of duly constituted authorities.
4. This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.
5. Notice to either party shall be in writing and shall be considered as duly delivered when mailed to the other party at the following address:
 - (a) If to Seller:
Transcontinental Gas Pipe Line Corporation
P. O. Box 1396
Houston, Texas 77251
Attention:
 - (b) If to Buyer:

Such addresses may be changed from time to time by mailing appropriate notice thereof to the other party by certified or registered mail.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective officers or representatives thereunto duly authorized.

TRANSCONTINENTAL GAS PIPE LINE
CORPORATION
(Seller)

By _____

(Buyer)

By _____