

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

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,

W I T N E S S E T H

WHEREAS,

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I  
GAS TRANSPORTATION SERVICE

1. Subject to the terms and provisions of this agreement and of Seller's Rate Schedule IT, Buyer agrees to deliver or cause to be delivered to Seller gas for transportation and Seller agrees to receive, transport and redeliver natural gas to Buyer or for the account of Buyer, on an interruptible basis, up to a maximum daily quantity of \_\_\_\_\_ dt per day. Seller, after having satisfied any pending requests for service under Rate Schedule IT, may transport daily quantities of gas tendered by Buyer in excess of the specified maximum daily quantity; however, in no event shall Seller be obligated to receive at any point(s) of receipt a quantity of gas in excess of the lower of Buyer's (1) maximum daily quantity plus compressor fuel and line loss make-up or (2) the daily quantity scheduled for delivery to Seller. Nor shall Buyer tender at any one or all point(s) of receipt a cumulative quantity of natural gas in excess of such daily quantity without the prior consent of Seller.

2. Transportation service rendered hereunder shall be subject to curtailment or interruption when in Seller's judgment such curtailment or interruption is necessary due to operating conditions or insufficient pipeline capacity available on Seller's system, or is otherwise necessary to protect authorized firm services. In the event Seller is unable to receive or deliver the total quantity of natural gas requested to be transported for all Buyers of service under Rate Schedule IT, then Seller shall allocate available capacity among such Buyers in accordance with Section 6 of Seller's Rate Schedule IT and Section 28 of the General Terms and Conditions of Seller's FERC Gas Tariff.

ARTICLE II  
POINT(S) OF RECEIPT

Buyer shall deliver or cause to be delivered gas at the point(s) of receipt hereunder at a pressure sufficient to allow the gas to enter Seller's pipeline system at the varying pressures that may exist in such system from time to time; provided, however, that such pressure of the gas delivered or caused to be delivered by Buyer shall not exceed the maximum allowable operating pressure specified below.

In the event the maximum operating pressure of Seller's pipeline system, at the point(s) of receipt hereunder, is from time to time increased or decreased, then the maximum allowable pressure of the gas delivered or caused to be delivered by Buyer to Seller at the point(s) of receipt shall be correspondingly increased or decreased. The point(s) of receipt for natural gas received for transportation pursuant to this agreement shall include all available points of receipt on Seller's System as posted in the "Bulletin Board" Section of the transportation request log program required by Commission Regulation 250.16(b)(2).  
Superseding: Substitute Fourth Revised Sheet No. 440

ARTICLE III  
POINT(S) OF DELIVERY AND PRESSURE(S)

Seller shall redeliver to Buyer or for the account of Buyer the gas transported hereunder at any available point(s) of delivery as posted by electronic means on ILine.

ARTICLE IV  
TERM OF AGREEMENT

This agreement shall be effective as of \_\_\_\_\_, \_\_\_\_\_ (year) and shall remain in force and effect through \_\_\_\_\_, \_\_\_\_\_ (year) and thereafter until terminated by Seller or Buyer upon at least thirty (30) days' written notice to the other specifying a termination date; provided, however, this agreement shall terminate immediately and, subject to the receipt of necessary authorizations, if any, Seller may discontinue service hereunder if (a) Buyer, in Seller's sole judgment, fails to demonstrate credit worthiness, and (b) Buyer fails to provide adequate security in accordance with Section 32 of the General Terms and Conditions of Seller's Volume No. 1 Tariff.

ARTICLE V  
RATE SCHEDULE AND PRICE

1. Buyer shall pay Seller for natural gas delivered to Buyer hereunder in accordance with Seller's Rate Schedule IT 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. In the event Buyer and Seller mutually agree to a negotiated rate pursuant to the provisions of Section 53 of the General Terms and Conditions and specified term for service hereunder, provisions governing such negotiated rate (including surcharges) and term shall be set forth on Exhibit A to the service agreement.

2. Seller and Buyer agree that the quantity of gas that Buyer delivers or causes to be delivered to Seller shall include the quantity of gas retained by Seller for applicable compressor fuel and line loss make-up in providing the transportation service hereunder, which quantity may be changed from time to time and will be specified on the currently effective Sheet No. 44 of Volume No. 1 of Seller's Tariff which relate to service under this agreement and which are incorporated herein.

3. Buyer shall reimburse Seller for any and all filing fees incurred as a result of Buyer's request for service under this Rate Schedule, to the extent such fees are imposed upon Seller by the Federal Energy Regulatory Commission or any successor governmental authority having jurisdiction.

ARTICLE VI  
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. Notices 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\_\_\_\_\_

EXHIBIT A

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Specification of Negotiated Rate and Term

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