



Transcontinental Gas Pipe Line Corporation
2800 Post Oak Boulevard (77056)
P.O. Box 1396
Houston, Texas 77251-1396
(713) 215-3380

March 1, 2006

Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20426

Attention: Magalie R. Salas, Secretary

Re: Transcontinental Gas Pipe Line Corporation
Non-Conforming Part 284 Service Agreements
Docket No. RP06-

Ladies and Gentlemen:

Pursuant to Section 4 of the Natural Gas Act ("NGA") and Part 154 of the Federal Energy Regulatory Commission's ("Commission") regulations thereunder, Transcontinental Gas Pipe Line Corporation ("Transco") submits twenty (20) firm transportation service agreements between the Municipal Gas Authority of Georgia ("MGAG") and Transco which are attached hereto as Appendix "A."¹ Each of these service agreements resulted from a prearranged permanent release of firm capacity. In light of recent Commission orders, Transco has determined that the quantity provision of these new service agreements constitutes a non-conforming provision and is submitting these service agreements for Commission review. Transco requests that the Commission approve these service agreements and grant such waivers of the Commission's regulations as may be necessary for the service agreements to be made effective January 1, 2006.

Transco also submits for filing Seventh Revised Sheet No. 30 and First Revised Sheet No. 30A to its FERC Gas Tariff, Third Revised Volume No.1 ("Tariff") to reference the twenty (20) firm transportation service agreements between MGAG and Transco as non-conforming agreements. The tariff sheets are attached hereto as Appendix "B" and are proposed to be effective January 1, 2006.

¹ Nineteen of the firm transportation service agreements include an amendment between MGAG and Transco. Each amendment extends the primary term of the respective service agreement in accordance with Section 44 of the General Terms & Conditions ("GT&C") of Transco's tariff.

Statement of Nature, Reasons and Basis for Filing

Sections 154.1(d) and 154.112(b) of the Commission's regulations ("Regulations") require pipelines to file with the Commission contracts that "deviate in any material aspect from the form of service agreement" in the pipeline's tariff, and require that "such non-conforming agreements must be referenced in FERC Volume 1" of the pipeline's tariff.

The firm transportation service at issue herein originally was held by the twenty (20) customers ("Cities") listed on Appendix "C" hereto. Each of the Cities is a former sales customer under Transco's G or OG Rate Schedules who, as part of the service unbundling and restructuring on the Transco system that began in the late 1980's, converted from firm sales service to limited-term Rate Schedule FT service pursuant to the "Revised Stipulation and Agreement" filed in Docket Nos. RP88-68, *et al.*, on August 7, 1989, as modified by the "Revised Stipulation and Agreement Applicable to G/OG Service" filed on August 11, 1989, which were approved by the Commission on September 29, 1989, Transcontinental Gas Pipe Line Corp., 48 FERC ¶61,399 (1989). The Cities subsequently converted to permanent long-term Rate Schedule FT service pursuant to the "Stipulation and Agreement Concerning Service Restructuring" filed in Docket Nos. CP88-391-004, *et al.* and approved by the Commission on June 19, 1991, Transcontinental Gas Pipe Line Corp., 55 FERC ¶61,446 (1991). Pursuant to these Settlements, which allowed converting G/OG sales customers to choose, subject to certain limitations, varying maximum daily contract demand quantities under the FT service agreement, each converting G/OG sales customer, including the Cities, selected a maximum daily contract demand quantity profile for each month under the FT agreement. Transcontinental Gas Pipe Line Corp., 48 FERC ¶61,399 at 62,624 (1989); see also 55 FERC ¶ 61,446 at 62,364 (1991). The varying maximum daily contract demand quantities for the Cities were reflected in the FT service agreements by means of an exhibit (Exhibit "C"). The Cities subsequently appointed MGAG, a statutorily created joint action agency of which each of the Cities is a member, as their agent to administer these service agreements as well as the other gas supply and transportation agreements held by the Cities.

By letters dated September 24, 2004 or May 19, 2005 ("Cities Letters"), each of the Cities notified Transco that they desired to effectuate a prearranged permanent release of their full firm entitlements under the service agreements to MGAG, pursuant to the terms of Section 42.14 of the GT&C of Transco's tariff. Accordingly, on June 8, 2005, in Docket No. CP05-373, Transco filed to abandon service under the Cities' service agreements which the Commission granted effective upon the permanent release of the firm entitlements to MGAG. Transcontinental Gas Pipe Line Corp., 112 FERC ¶ 62,164 (2005). Effective January 1, 2006, the Cities permanently released this firm

transportation service to MGAG in prearranged non-biddable releases at the maximum rate.²

As previously discussed, the firm transportation capacity entitlements that MGAG acquired from the Cities consists of varying monthly entitlements approved by the Commission as part of comprehensive service restructuring settlements.³ However, Transco's current pro forma Form of Service Agreement for Use Under Rate Schedule FT in Transco's Tariff contains a single blank in which to reflect the transportation contract quantity. As a result, in order to incorporate the varying monthly entitlements permanently released by the Cities into MGAG's new service agreements, it is necessary to make two modifications to Transco's pro forma firm service agreement. The two modifications, which are identified in bold print below, are to the quantity provision of the service agreements to include a reference to an Exhibit D and the inclusion of an Exhibit D that reflects the varying monthly entitlements:

ARTICLE I
GAS TRANSPORTATION SERVICE

1. Subject to the terms and provisions of this agreement and of Seller's Rate Schedule FT, 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 a firm basis, up to a Transportation Contract Quantity ("TCQ") of _____ ~~dt per day~~ **as set forth in Exhibit D.**

and

² As Transco explained in its abandonment application in Docket No. CP05-373, MGAG intends to ultimately consolidate these service agreements into one service agreement in accordance with Section 22 of the GT&C of Transco's tariff, Policy for Consolidation of Service Agreements. Prior to the contract consolidation, Transco will establish and file with the Commission, "Maximum Daily Delivery Point Entitlements" and "Maximum Daily Delivery Entitlements by Facility Group" for MGAG. When Transco and MGAG are ready for that final step in this process, the new service agreement with the consolidated volumes will be submitted for the Commission's review.

³ In the Docket No. CP05-373 proceeding, the Commission also authorized the abandonment of firm service to the City of Social Circle, Georgia ("Social Circle") effective upon the permanent release to MGAG. Social Circle's maximum firm entitlement does not vary. As a result, MGAG's firm service agreement for the firm capacity entitlements acquired from Social Circle conforms to Transco's current pro forma firm service agreement and is not included in the instant filing.

Exhibit D

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS AUTHORITY OF GEORGIA, AS BUYER, DATED _____, 2006.

| <u>Month</u> | <u>FT Entitlement (Dt/d)</u> |
|--------------|------------------------------|
| January | ### |
| February | ### |
| March | ### |
| April | ### |
| May | ### |
| June | ### |
| July | ### |
| August | ### |
| September | ### |
| October | ### |
| November | ### |
| December | ### |

Transco has determined that the quantity provisions in MGAG's twenty (20) replacement service agreements do not conform to Transco's pro forma service agreement and is therefore submitting those provisions for Commission review. Transco respectfully seeks a waiver of the requirement to submit a red-line version of each of the attached service agreements identifying the provisions modified from Transco's Form of Service Agreement. The modifications contained in each of the attached agreements are identical to the red-lined provisions set forth above. As discussed in more detail below, Transco submits that the provisions in MGAG's service agreements do not pose a substantial risk of undue discrimination, and Transco requests that the Commission approve these service agreements and grant such waivers of the Commission's regulations as may be necessary for the service agreements to be made effective January 1, 2006, the effective date of the permanent releases by the Cities to MGAG.

According to recent orders interpreting the Commission's regulations regarding non-conforming provisions,⁴ the Commission will approve a non-conforming provision that does "not change the conditions under which service is provided and do[es] not present a risk of undue discrimination." Natural Gas Pipeline Negotiated Rates Policies and Practices, 104 FERC ¶61,134, at P27 (2003). See, e.g., El Paso Natural Gas Co., 109 FERC ¶61,146 (2004); ANR Pipeline Co., 97 FERC ¶61,224 (2001); Columbia Gas

⁴ 18 C.F.R. §§ 154.1(d) and 154.112(b).

Transmission Corp., 97 FERC ¶61,221 (2001). Transco submits that the quantity provision in MGAG's new service agreements should be approved because the deviations reflect the conditions under which the service previously was provided to the Cities. Moreover, entering into new replacement service agreements to effectuate the permanent release of the Cities' existing firm transportation service entitlements to MGAG does not present a risk of undue discrimination.

The varying maximum daily contract demand quantities for the Cities were approved by the Commission as part of Transco's comprehensive service restructuring settlements. As Transco explained in its June 8, 2005 abandonment application in Docket No. CP05-373, MGAG acted as agent to manage the firm service agreements for the Cities. Through the abandonment and permanent release of the service agreements to MGAG, the administrative burden on MGAG and its members to nominate service, process invoices, and manage imbalances will be significantly reduced, and MGAG has represented that it will be able to generate efficiencies and benefits for its member cities. MGAG has further represented that permanent release of the capacity under the service agreements by the Cities to MGAG will allow MGAG to more efficiently manage and optimize the Cities' transportation entitlements and reduce operating costs which inures to the benefit of the Cities as MGAG members. The Commission recently has recognized this unique and beneficial relationship when it approved a permanent release to MGAG of capacity subject to negotiated rate agreements held by members of MGAG:

MGAG is a Georgia state public corporation formed under the Municipal Gas Authority of Georgia Act [footnote omitted] for the purpose of obtaining gas supplies for Georgia municipalities that own and operate natural gas systems. The two releasing shippers are such municipalities and are members of MGAG. Thus, the sole purpose of the instant releases was to transfer capacity of these two municipalities to MGAG which will use the capacity to provide gas to the two municipalities, as well as its other members. ...The permanent capacity releases...will allow MGAG to consolidate the...capacity service agreements. This consolidation will benefit MGAG's members, including Elberton and Sugar Hill, because it will allow MGAG to serve its members more efficiently. Given the unique circumstances of these capacity releases where the capacity is being transferred to a public corporation for continued use on behalf of the releasing shippers, we find it reasonable to [approve the new agreements].

Transcontinental Gas Pipe Line Corp., 113 FERC ¶61,331 at P11 (2005). Therefore, Transco respectfully requests that the Commission approve MGAG's new service agreements and grant such waivers of the Commission's regulations as may be necessary for the service agreements to be made effective January 1, 2006.

Transco also submits Seventh Revised Sheet No. 30 and First Revised Sheet No. 30A in accordance with Section 154.112(b) of the Regulations, which requires pipelines to reference, in their Volume No. 1 FERC Gas Tariffs, contracts for service under Part 284 of the Regulations “that deviate in any material aspect from the form of service agreement.” Accordingly, the service agreements submitted herein are referenced on Seventh Revised Sheet No. 30 and first Revised Sheet No. 30A as non-conforming service agreements.

Proposed Effective Date

Transco respectfully requests that the Commission grant any and all waivers of its regulations that it deems necessary to approve MGAG’s new firm service agreements effective January 1, 2006 and to allow the tariff sheets submitted herein to become effective on January 1, 2006, which is the effective date of the permanent release by the Cities to MGAG. In the event the Commission elects to accept and suspend the revised tariff sheets, in accordance with Section 154.7(a)(9) of the Regulations, Transco moves to place such tariff sheets into effect at the end of the applicable suspension period.

Materials Submitted Herewith

In accordance with, Section 154.7(a)(1) of the Regulations, the following material is submitted herewith:

- (1) In accordance with Section 154.209 of the Regulations, a proposed form of notice for the instant filing suitable for publication in the Federal Register, and a diskette copy of such notice labeled NT030106.CSC;
- (2) As required by Section 154.4 of the Regulations, a diskette copy of the revised tariff sheets labeled TF030106.CSC;
- (3) Appendix A, consisting of copies of the executed service agreements;
- (4) Appendix B, consisting of the revised tariff sheets and the “redlined” version of the revised tariff sheets, in accordance with Section 154.201(a) of the Regulations; and
- (5) Appendix C, consisting of a list of the twenty customers who released the capacity at issue to MGAG.

Posting and Certification of Service

In accordance with the provisions of Section 154.2(d) of the Regulations, copies of this filing are available for public inspection, during regular business hours, in a convenient form and place at Transco’s main office at 2800 Post Oak Boulevard in Houston, Texas.

Federal Energy Regulatory Commission
March 1, 2006
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In addition, Transco is serving copies of the instant filing to its affected customers, interested State Commissions, and other interested parties.

Any communication regarding this filing should be sent to:

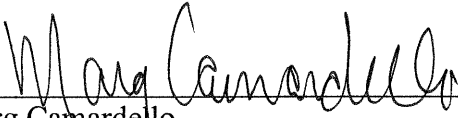
Scott Turkington
Director, Rates and Regulatory
Transcontinental Gas Pipe Line Corp.
P.O. Box 1396
Houston, Texas 77251
Email: scott.c.turkington@williams.com

and copies should be mailed to:

Julie P. Baumgarten
Senior Attorney
Transcontinental Gas Pipe Line Corp.
P.O. Box 1396
Houston, Texas 77251
Email: julie.baumgarten@williams.com

Marshia Younglund
Manager, Regulatory Affairs
The Williams Companies, Inc.
1627 Eye Street, N.W., Suite 900
Washington, D.C. 20006
Email: marshia.younglund@williams.com

Respectfully submitted,
TRANSCONTINENTAL GAS PIPE LINE CORPORATION

By 
Marg Camardello
Manager, Tariffs and Certificates
(713) 215-3380
Email: marg.r.camardello@williams.com

Filed: March 1, 2006

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Transcontinental Gas Pipe Line Corporation

Docket No. RP06-

Notice of Proposed Changes in FERC Gas Tariff

Take notice that on March 1, 2005, Transcontinental Gas Pipe Line Corporation (“Transco”) submitted twenty firm transportation service agreements between Transco and the Municipal Gas Authority of Georgia (“MGAG”) and tendered for filing as part of its FERC Gas Tariff, Third Revised Volume No. 1, (“Tariff”) Seventh Revised Sheet No. 30, and First Revised Sheet No. 30A to be effective January 1, 2006.

Transco states that the purpose of this filing is to submit the service agreements between Transco and MGAG and to submit the above-referenced tariff sheets pursuant to Section 154.112(b) of the Commission’s regulations.

Any person desiring to intervene or protest this filing must file in accordance with Rules 211 and 214 of the Commission's Rules of Practice and Procedure (18 CFR 385.211 and 385.214). Protests will be considered by the Commission in determining the appropriate action to be taken, but will not serve to make protestants parties to the proceeding. Any person wishing to become a party must file a notice of intervention or motion to intervene, as appropriate. Such notices, motions, or protests must be filed in accordance with the provisions of Section 154.210 of the Commission’s regulations (18 CFR 154.210). Anyone filing an intervention or protest must serve a copy of that document on the Applicant. Anyone filing an intervention or protest on or before the intervention or protest date need not serve motions to intervene or protests on persons other than the Applicant.

The Commission encourages electronic submission of protests and interventions in lieu of paper using the “eFiling” link at <http://www.ferc.gov> . Persons unable to file electronically should submit an original and 14 copies of the protest or intervention to the Federal Energy Regulatory Commission, 888 First Street, N.E. Washington, D.C. 20426.

This filing is accessible on-line at <http://www.ferc.gov>, using the “eLibrary” link and is available for review in the Commission’s Public Reference Room in Washington, D.C. There is an “eSubscription” link on the web site that enables subscribers to receive email notification when a document is added to a subscribed docket(s). For assistance with any FERC Online service, please email FERCOnlineSupport@ferc.gov, or call (866) 208-3676 (toll free). For TTY, contact (202) 502-8659.

Magalie R. Salas
Secretary

Appendix A

Contract # 9035023

SERVICE AGREEMENT

between

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

and

MUNICIPAL GAS AUTHORITY OF GEORGIA

SERVICE AGREEMENT

THIS AGREEMENT entered into this 16th day of February, 2006, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as "Buyer," second party,

WITNESSETH

WHEREAS, Seller owns and operates an interstate gas pipeline system; and

WHEREAS, Seller and City of Bowman, Georgia are parties to a Service Agreement, dated February 1, 1992 (Seller's contract number 1004785), under Seller's Rate Schedule FT, pursuant to which Seller provides firm transportation service of up to a Transportation Contract Quantity as set forth in Exhibit C through Seller's pipeline system; and

WHEREAS, pursuant to Section 42 of the General Terms and Conditions of Seller's FERC Gas Tariff, City of Bowman, Georgia has permanently relinquished and released to Buyer the Transportation Contract Quantity as set forth in Exhibit C under that Service Agreement effective as of January 1, 2006; and

WHEREAS, Buyer has agreed to such permanent capacity release and is willing to assume all rights and obligations of City of Bowman, Georgia for the Transportation Contract Quantity as set forth in Exhibit C pursuant to the terms and conditions of this agreement.

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 FT, 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 a firm basis, up to a Transportation Contract Quantity ("TCQ") as set forth in Exhibit D.

2. Transportation service rendered hereunder shall not be subject to curtailment or interruption except as provided in Section 11 and, if applicable, Section 42 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, the pressure of the gas delivered or caused to be delivered by Buyer shall not exceed the maximum operating pressure(s) of Seller's pipeline system at such point(s) of receipt. In the event the maximum operating pressure(s) 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(s) of the gas delivered or caused to be delivered by Buyer to Seller at the point(s) of receipt shall be

SERVICE AGREEMENT (Continued)

correspondingly increased or decreased upon written notification of Seller to Buyer. The point(s) of receipt for natural gas received for transportation pursuant to this agreement shall be:

See Exhibit A, attached hereto, for points of receipt.

ARTICLE III POINT (S) OF DELIVERY

Seller shall redeliver to Buyer or for the account of Buyer the gas transported hereunder at the following point(s) of delivery and at a pressure(s) of:

See Exhibit B, attached hereto, for points of delivery and pressures.

ARTICLE IV TERM OF AGREEMENT

This agreement shall be effective as of January 1, 2006, and shall remain in force and effect until 9:00 a.m. Central Clock Time March 31, 2006 and thereafter until terminated by Seller or Buyer upon at least three (3) years written notice; 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 reasonable 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. As set forth in Section 8 of Article II of Seller's August 7, 1989 revised Stipulation and Agreement in Docket Nos. RP88-68 et.al., (a) pregranted abandonment under Section 284.221 (d) of the Commission's Regulations shall not apply to any long term conversions from firm sales service to transportation service under Seller's Rate Schedule FT and (b) Seller shall not exercise its right to terminate this service agreement as it applies to transportation service resulting from conversions from firm sales service so long as Buyer is willing to pay rates no less favorable than Seller is otherwise able to collect from third parties for such service.

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 FT 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 in 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 C 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, line loss make-up (and injection fuel under Seller's Rate Schedule GSS, if applicable) in providing the transportation service hereunder, which quantity may be changed from time to time and which will be specified in the currently effective Sheet No. 44 of Volume No. 1 of this Tariff which relates to service under this agreement and which is incorporated herein.

3. In addition to the applicable charges for firm transportation service pursuant to Section 3 of Seller's Rate Schedule FT, Buyer shall reimburse Seller for any and all filing fees incurred as a result of

SERVICE AGREEMENT (Continued)

Buyer's request for service under Seller's Rate Schedule FT, 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:

None.

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: Director – Marketing Services

(b) If to Buyer:
Municipal Gas Authority of Georgia
104 TownPark Drive
Kennesaw, Georgia 30144
Attn: Arthur C. Corbin

SERVICE AGREEMENT (Continued)

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 Paul F. Egner III
Paul F. Egner III
Director, Marketing Services

BY
LSC
DAM

MUNICIPAL GAS AUTHORITY OF GEORGIA
(Buyer)

By Michael J. Frey
Michael J. Frey
VP, Gas Supply & Operations

EXHIBIT A

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS AUTHORITY OF GEORGIA, AS BUYER, DATED Feb. 16, 2006.

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|---|---|
| 1. Suction Side of Seller's Compressor Station 30 at the Existing Point of Interconnection between Seller's Central Texas Lateral and Seller's Mainline at Wharton County, Texas. (Station 30 #1000007) | 17% |
| 2. Existing Point of Interconnection between Seller and Valero Interstate Pipeline Company (Seller Meter No. 3396) at Wharton County, Texas. (Wharton Valero #1096690) | 17% |
| 3. Existing Point of Interconnection between Seller and Meter named Spanish Camp (Seller Meter No. 3365) Wharton County, Texas. (Spanish Camp-Delhi #1006895) | 17% |
| 4. Existing Point of Interconnection between Seller and Meter named Denton Cooley #1 (Seller Meter No. 3331), in Fort Bend County, Texas. (Denton Cooley #1) | 17% |
| 5. Existing Point of Interconnection between Seller and Meter named Randon East (Fulshear) (Seller Meter No. 1427), in Fort Bend County, Texas. (Randon East Fulshear) | 17% |
| 6. Existing Point of Interconnection between Seller and Houston Pipeline Company (Seller Meter No. 3364) at Fulshear, Fort Bend County, Texas. (Fulshear-HPL) | 17% |
| 7. Existing Point of Interconnection between Seller and Meter named White Oak Bayou-Kinder Morgan Tejas Pipeline (Seller Meter No. 3545), in Harris County, Texas. (White Oak Bayou-Tejas #1001036) | 17% |
| 8. Existing Point of Interconnection between Seller and Houston Pipeline Company (Seller Meter No. 4359) at Bammel, Harris County, Texas. (Bammel-HPL #1006014) | 17% |
| 9. Existing Point of Interconnection between Seller and Delhi Pipeline Company (Seller Meter No. 3346) at Hardin County, Texas. (Hardin-Delhi #1006696) | 17% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 10. Existing Point of Interconnection between Seller and Meter named Vidor Field Junction (Seller Meter No. 3554), in Jasper County, Texas. (Vidor Ames #1002337) | 17% |
| 11. Existing Point of Interconnection between Seller and Meter named Starks McConathy (Seller Meter No. 3535), in Calcasieu Parish, Louisiana.(Starks McConathy #1007346) | 17% |
| 12. Existing Point of Interconnection between Seller and Meter named DeQuincy Intercon (Seller Meter No. 2698), in Calcasieu Parish, Louisiana. (DeQuincy Intercon) | 17% |
| 13. Existing Point of Interconnection between Seller and Meter named DeQuincy Great Scott (Seller Meter No. 3357), in Calcasieu Parish, Louisiana. (DeQuincy Great Scott) | 17% |
| 14. Existing Point of Interconnection between Seller and Meter named Perkins-Phillips (Seller Meter No. 3532), in Calcasieu Parish, Louisiana. (Perkins-Phillips) | 17% |
| 15. Existing Point of Interconnection between Seller and Meter named Perkins (Intercon) (Seller Meter No. 3395), in Calcasieu Parish, Louisiana. (Perkins Intercon) | 17% |
| 16. Existing Point of Interconnection between Seller and Meter named Perkins East (Seller Meter No. 2369), in Beauregard Parish, Louisiana. (Perkins East) | 17% |
| 17. Discharge Side of Seller's Compressor Station 45 at the Existing Point of Interconnection between Seller's Southwest Louisiana Lateral and Seller's Mainline Beauregard Parish, Louisiana. (Station 45 #1000026) | 42% |
| 18 Existing Point of Interconnection between Seller and Texas Eastern Transmission Corporation (Seller Meter No. 4198) at Ragley, Beauregard Parish, Louisiana. (Ragley-TET #1006217) | 42% |
| 19. Existing Point of Interconnection between Seller and Trunkline Gas Company (Seller Meter No. 4215) at Ragley, Beauregard Parish, Louisiana. (Ragley-Trunkline #1006218) | 42% |
| 20. Existing Point of Interconnection between Seller and Tennessee Gas Transmission Company (Seller Meter No. 3371) at Kinder, Allen Parish, Louisiana. (Kinder Tenn #1006149)** | 42% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 21. Existing Point of Interconnection between Seller and Texas Gas Transmission Corporation (Seller Meter Nos. 3227, 4314, 4457) at Eunice, Evangeline Parish, Louisiana. (Eunice Mamou Tx Gas #1006923) | 42% |
| 22. Suction Side of Seller's Compressor Station 50 at the Existing Point of Interconnection between Seller's Central Louisiana Lateral and Seller's Mainline Evangeline Parish, Louisiana. (Station 50 #1000040) | 61% |
| 23. Existing Point of Interconnection between Seller and Columbia Gulf Transmission Corporation (Seller Meter No. 3142) at Eunice, Evangeline Parish, Louisiana. (Eunice Evangeline Col. Gulf #1006414) | 61% |
| 24. Discharge Side of Seller's Compressor Station 54 at Seller's Washington Storage Field, St. Landry Parish, Louisiana (Station 54 #1002687) | 61% |
| 25. Existing Point of Interconnection between Seller and Acadian Pipeline (Seller Meter No. 3506) in Pointe Coupee Parish, Louisiana. (Morganza-Acadian Pipeline #1003413) | 61% |
| 26. Existing Point of Interconnection (Seller Meter No. 3272) at M.P. 566.92, Morganza Field, Point Coupee Parish, Louisiana. (Morganza Field) | 61% |
| 27. Existing Point of Interconnection between Seller and Meter named West Feliciana Parish-Creole (Seller Meter No. 4464), in West Feliciana Parish, Louisiana. (West Feliciana Parish-Creole #1007165) | 61% |
| 28. Existing Point of Interconnection between Seller and Mid-Louisiana Gas Company (Seller Meter Nos. 4137, 4184, 3229) at Ethel, East Feliciana Parish, Louisiana. (Ethel-Mid LA #1006083) | 61% |
| 29. Existing Point of Interconnection between Seller and Meter named Liverpool Northwest (Seller Meter No. 3390), in St. Helena Parish, Louisiana. (Liverpool Northwest) | 61% |
| 30. Suction Side of Seller's Compressor Station 62 on Seller's Southeast Louisiana Lateral in Terrebonne Parish, Louisiana. (Station 62 #1000762) | 39% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 31. Existing Point of Interconnection between Seller and Meter named Texas Gas-Thibodeaux (Seller Meter No. 3533), in Lafourche Parish, Louisiana. (TXGT-Thibodeaux #1007206) | 39% |
| 32. Existing Point of Interconnection between Seller and Meter named Romeville-Cypress Gas Pipeline (Seller Meter No. 4410) in St. James Parish, Louisiana. (Romeville-Cypress Gas Pipeline #1000580) | 39% |
| 33. Existing Point of Interconnection between Seller and Meter named St. James CCIPC (Seller Meter No. 4462) in St James Parish, Louisiana. (St. James CCPIC #1007164)** | 39% |
| 34. Existing Point of Interconnection between Seller and Meter named St. James Faustina (St. Amelia) (Seller Meter No. 3328), in St. James Parish, Louisiana. (St. James Faustina (St. Amelia) #1006268)** | 39% |
| 35. Existing Point of Interconnection between Seller and Meter named St James Acadian (Seller Meter No. 4366), in St. James Parish, Louisiana. (St. James Acadian #1006677)** | 39% |
| 36. Existing Point of Interconnection between Seller and Meter named Livingston-Flare (Seller Meter No. 3450), in Livingston Parish, Louisiana. (Livingston-Flare) | 39% |
| 37. Existing Point of Interconnection between Seller and Florida Gas Transmission Company (Seller Meter No. 3217) at St. Helena, St. Helena Parish, Louisiana. (St. Helena FGT #1006267) | 39% |
| 38. Existing Point of Interconnection between Seller and Meter named Beaver Dam Creek (Seller Meter No. 3536), in St. Helena Parish, Louisiana. (Beaver Dam Creek #1008218) | 39% |
| 39. Suction Side of Seller's Compressor Station 65 at the Existing Point of Interconnection between Seller's Southeast Louisiana Lateral and Seller's Mainline St. Helena Parish, Louisiana. (Station 65 #1000065) | 100% |
| 40. Existing Point of Interconnection between Seller and Meter named Amite County – J.P. (Seller Meter No. 3332), in Amite County, Mississippi. (Amite County – J.P. #9000163) | 100% |
| 41. Existing Point of Interconnection between Seller and Meter named McComb (Seller Meter No. 3461), in Pike County, Mississippi. (McComb #1002726) | 100% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 42. Existing Point of Interconnection between Seller and Koch Gas Pipe Line Company at Holmesville (Seller Meter No. 3150), Pike County, Mississippi. (Holmesville-Koch #1003170) | 100% |
| 43. Discharge Side of Seller's Compressor Station 70 at M.P. 661.77 in Walthall County, Mississippi. (M.P. 661.7-Station 70 Discharge) | 100% |
| 44. Existing Point of Interconnection between Seller and Koch Gas Pipeline Company at Walthall (Seller Meter No. 3095) in Walthall County, Mississippi. (Walthall-Koch) | 100% |
| 45. Existing Point of Interconnection between Seller and Meter named Darbun-Pruett 34-10 (Seller Meter No. 3446) at M.P. 668.46 on Seller's Main Transmission Line, Darbun Field, Walthall County, Mississippi. (Darbun Pruett #1006750) | 100% |
| 46. Existing Point of Interconnection between Seller and Meter named Ivy Newsome (Seller Meter No. 3413) in Marion County, Mississippi. (Ivy Newsome) | 100% |
| 47. Existing Point of Interconnection between Seller and West Oakvale Field at M.P. 680.47-Marion County, Mississippi. (M.P. 680.47-West Oakvale Field) | 100% |
| 48. Existing Point of Interconnection between Seller and East Morgantown Field at M.P. 680.47 in Marion County, Mississippi. (M.P. 680.47-E. Morgantown Field) | 100% |
| 49. Existing Point of Interconnection between Seller and Greens Creek Field, at M.P. 681.84 Marion County, Mississippi. (M.P. 681.84 Greens Creek Field) | 100% |
| 50. Existing Point of Interconnection between Seller and Meter named M.P. 685.00-Oakville Unit 6-6 in Jefferson Davis County, Mississippi. (M.P. 685.00-Oakville Unit 6-6) | 100% |
| 51. Existing Point of Interconnection between Seller and Meter named M.P. 687.23-Oakvale Field in Marion County, Mississippi. (M.P. 687.23-Oakvale Field) | 100% |
| 52. Existing Point of Interconnection between Seller and Bassfield at named M.P. 696.40 in Marion County, Mississippi. (M.P. 696.40 Bassfield) | 100% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 53. Existing Point of Interconnection between Seller and Meter named Lithium/Holiday Creek-Frm (Seller Meter No. 3418), in Jefferson Davis County, Mississippi. (Lithium/Holiday Creek-Frm) | 100% |
| 54. Existing Point of Interconnection between Seller and S. W. Sumrall Field and Holiday Creek at M.P. 692.05-Holiday Creek in Jefferson Davis, Mississippi. (M.P. 692.05-Holiday Creek) | 100% |
| 55. Existing Point of Interconnection between Seller and ANR Pipe Line Company at Holiday Creek (Seller Meter No. 3241), Jefferson Davis County, Mississippi. (Holiday Creek-ANR #1007159) | 100% |
| 56. Existing Point of Interconnection between Seller and Aim Pipeline at Jeff Davis (Seller Meter No. 3252), Jefferson Davis County, Mississippi. (Jefferson Davis County-Aim Pipeline TP#1006579) | 100% |
| 57. Existing Point of Interconnection between Seller and Meter named Jefferson Davis-Frm (Seller Meter No. 4420), in Jefferson Davis County, Mississippi. (Jefferson Davis-Frm) | 100% |
| 58. Existing Point of Interconnection between Seller and Carson Dome Field M.P. 696.41, in Jefferson Davis County, Mississippi. (M.P. 696.41-Carson Dome Field) | 100% |
| 59. Existing Point of Interconnection between Seller and Meter Station named Bassfield-ANR Company at M.P. 703.17 on Seller's Main Transmission Line (Seller Meter No. 3238), Covington County, Mississippi. (Bassfield-ANR) | 100% |
| 60. Existing Point of Interconnection between Seller and Meter named Patti Bihm #1 (Seller Meter No. 3468), in Covington County, Mississippi. (Patty Bihm #1) | 100% |
| 61. Discharge Side of Seller's Compressor at Seller's Eminence Storage Field (Seller Meter No. 4166 and 3160) in Covington County, Mississippi. (Eminence Storage #1002689) | 100% |
| 62. Existing Point of Interconnection between Seller and Meter named Sun Speed #1 in Covington County, Mississippi. (Sun Speed #1 #1000085) | 100% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|---|---|
| 63. Existing Point of Interconnection between Seller and Hattiesburg-First Reserve in Covington County, Mississippi. (Hattiesburg-First Reserve Storage #1001686) | 100% |
| 64. Existing Point at M.P. 719.58 on Seller's Main Transmission Line (Seller Meter No. 3544), Centerville Dome Field, Jones County, Mississippi. (Centerville Dome Field #1001532) | 100% |
| 65. Existing Point of Interconnection between Seller and Meter Named Calhoun (Seller Meter No. 3404), in Jones County, Mississippi. (Calhoun) | 100% |
| 66. Existing Point at M.P. 727.78 on Seller's Main Transmission Line, Jones County, Mississippi. (Jones County - Gitano) | 100% |
| 67. Existing Point of Interconnection between Seller and a Meter named Koch Reedy Creek (Seller Meter No. 3333), Jones County, Mississippi. (Reedy Creek Koch #1000670) | 100% |
| 68. Existing Point of Interconnection between Seller and Meter named Sharon Field (Seller Meter No. 3000), in Jones County, Mississippi. (Sharon Field #1001327) | 100% |
| 69. Existing Point of Interconnection between Seller and Tennessee Gas Transmission Company at Heidelberg (Seller Meter No. 3109), Jasper County, Mississippi. (Heidelberg Tenn #1006120) | 100% |
| 70. Existing Point of Interconnection between Seller and Aim Pipeline at Clarke (Seller Meter No. 3254), Clarke County, Mississippi. (Clarke County Aim Pipeline #1006047) | 100% |
| 71. Existing Point of Interconnection between Seller and Meter named Clarke County-Koch at M.P. 757.29 in Clarke County, Mississippi. (Clarke County Koch) | 100% |
| 72. Existing Point of Interconnection between Seller's Mainline and Mobile Bay Lateral at M.P. 784.66 in Choctaw County, Alabama (Station 85-Mobile Bay Pool) | 100% |
| 73. Existing Point of Interconnection between Seller's Mainline and Mobile Bay Lateral at M.P. 784.66 in Choctaw County, Alabama (Station 85 #1000105) | 100% |
| 74. Existing Point of Interconnection between Seller and Magnolia Pipeline in Chilton County, Alabama. (Magnolia Pipeline Interconnect #1001808) | 100% |

Point(s) of Receipt

Buyer's Cumulative Mainline
Capacity Entitlement
(Percentage of TCQ each day)*

75. Existing Point of Interconnection between Seller and
Southern Natural Gas Company, (Seller Meter No. 4087)
at Jonesboro, Clayton County, Georgia.
(Jonesboro-SNG #1003176)

100%

Buyer shall not tender, without the prior consent of Seller, at any point(s) of receipt on any day a quantity in excess of the applicable Buyer's Cumulative Mainline Capacity Entitlement for such point(s) of receipt.

* These quantities do not include the additional quantities of gas retained by Seller for applicable compressor fuel and line loss make-up provided for in Article V, 2 of this Service Agreement, which are subject to change as provided for in Article V, 2 hereof. Therefore, Buyer shall also deliver or cause to be delivered at the receipt points such additional quantities of gas in kind to be retained by Seller for compressor fuel and line loss make-up.

** Receipt of gas by displacement only.

EXHIBIT B

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS AUTHORITY OF GEORGIA, AS BUYER, DATED February 16, 2006.

Point(s) of Delivery

Pressures

- | | |
|--|---|
| 1. The outlet side of Seller's Bowman-Elberton-Royston-Lavonia Meter and Regulator Station Site adjacent to Seller's main transmission line located near Georgia State Highway No. 17 approximately ½ mile northwesterly from the City of Bowman, in Elbert County, Georgia, where the facilities of Seller connect with those of Buyer. | Not less than fifty (50) pounds per square inch gauge. |
| 2. Seller's Eminence Storage Field, Covington County, Mississippi. | Prevailing pressure in Seller's pipeline system not to exceed maximum allowable operating pressure. |

EXHIBIT C

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN
TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS
AUTHORITY OF GEORGIA, AS BUYER, DATED Feb. 16, 2006.

Specification of Negotiated Rate and Term

None

EXHIBIT D

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN
TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS
AUTHORITY OF GEORGIA, AS BUYER, DATED Feb. 16, 2006.

| <u>Month</u> | <u>FT Entitlement (Dt/d)</u> |
|--------------|------------------------------|
| January | 259 |
| February | 254 |
| March | 217 |
| April | 166 |
| May | 135 |
| June | 135 |
| July | 129 |
| August | 129 |
| September | 139 |
| October | 166 |
| November | 217 |
| December | 254 |

AMENDMENT TO SERVICE AGREEMENT

THIS AMENDMENT ("Amendment") is entered into this 16 day of February, 2006, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as "Buyer," second party.

WITNESSETH

WHEREAS, Seller and Buyer are parties to a Service Agreement, dated January 1, 2006 (Seller's contract number 9035023), under Seller's Rate Schedule FT, pursuant to which Seller provides firm transportation service of up to a Transportation Contract Quantity as set forth in Exhibit D through Seller's pipeline system; and

WHEREAS, Seller and Buyer have mutually agreed to extend the primary term of the Service Agreement.

NOW THEREFORE, Seller and Buyer hereby agree to amend the Service Agreement as follows:

- 1. Article IV of the Service Agreement is hereby deleted in its entirety and replaced by the following:

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective as of January 1, 2006 and shall remain in force and effect until 9:00 a.m. Central Clock Time March 31, 2007 and thereafter until terminated by Seller or Buyer upon at least three (3) years written notice; 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 reasonable 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. As set forth in Section 8 of Article II of Seller's August 7, 1989 revised Stipulation and Agreement in Docket Nos. RP88-68 et.al., (a) pregranted abandonment under Section 284.221(d) of the Commission's Regulations shall not apply to any long term conversions from firm sales service to transportation service under Seller's Rate Schedule FT and (b) Seller shall not exercise its right to terminate this service agreement as it applies to transportation service resulting from conversions from firm sales service so long as Buyer is willing to pay rates no less favorable than Seller is otherwise able to collect from third parties for such service.

- 2. Except as herein amended, the Service Agreement shall remain in full force and effect pursuant to the terms thereof.

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

TRANSCONTINENTAL GAS PIPE LINE CORPORATION ("SELLER")

MUNICIPAL GAS AUTHORITY OF GEORGIA ("BUYER")

By Paul F. Egner III
Paul F. Egner III
Director - Marketing Services

Handwritten initials: CA, LJC, JB

By Michael J. Frey
Name: Michael J. Frey
Title VP, Gas Supply & Operations

Contract # 9035024

SERVICE AGREEMENT

between

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

and

MUNICIPAL GAS AUTHORITY OF GEORGIA

SERVICE AGREEMENT

THIS AGREEMENT entered into this 16th day of February, 2006, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as "Buyer," second party,

WITNESSETH

WHEREAS, Seller owns and operates an interstate gas pipeline system; and

WHEREAS, Seller and City of Butler, Alabama are parties to a Service Agreement, dated February 1, 1992 (Seller's contract number 1005686), under Seller's Rate Schedule FT, pursuant to which Seller provides firm transportation service of up to a Transportation Contract Quantity as set forth in Exhibit C through Seller's pipeline system; and

WHEREAS, pursuant to Section 42 of the General Terms and Conditions of Seller's FERC Gas Tariff, City of Butler, Alabama has permanently relinquished and released to Buyer the Transportation Contract Quantity as set forth in Exhibit C under that Service Agreement effective as of January 1, 2006; and

WHEREAS, Buyer has agreed to such permanent capacity release and is willing to assume all rights and obligations of City of Butler, Alabama for the Transportation Contract Quantity as set forth in Exhibit C pursuant to the terms and conditions of this agreement.

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 FT, 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 a firm basis, up to a Transportation Contract Quantity ("TCQ") as set forth in Exhibit D.

2. Transportation service rendered hereunder shall not be subject to curtailment or interruption except as provided in Section 11 and, if applicable, Section 42 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, the pressure of the gas delivered or caused to be delivered by Buyer shall not exceed the maximum operating pressure(s) of Seller's pipeline system at such point(s) of receipt. In the event the maximum operating pressure(s) 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(s) of the gas delivered or caused to be delivered by Buyer to Seller at the point(s) of receipt shall be

SERVICE AGREEMENT (Continued)

correspondingly increased or decreased upon written notification of Seller to Buyer. The point(s) of receipt for natural gas received for transportation pursuant to this agreement shall be:

See Exhibit A, attached hereto, for points of receipt.

ARTICLE III
POINT (S) OF DELIVERY

Seller shall redeliver to Buyer or for the account of Buyer the gas transported hereunder at the following point(s) of delivery and at a pressure(s) of:

See Exhibit B, attached hereto, for points of delivery and pressures.

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective as of January 1, 2006, and shall remain in force and effect until 9:00 a.m. Central Clock Time December 9, 2008 and thereafter until terminated by Seller or Buyer upon at least three (3) years written notice; 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 reasonable 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. As set forth in Section 8 of Article II of Seller's August 7, 1989 revised Stipulation and Agreement in Docket Nos. RP88-68 et.al., (a) pregranted abandonment under Section 284.221 (d) of the Commission's Regulations shall not apply to any long term conversions from firm sales service to transportation service under Seller's Rate Schedule FT and (b) Seller shall not exercise its right to terminate this service agreement as it applies to transportation service resulting from conversions from firm sales service so long as Buyer is willing to pay rates no less favorable than Seller is otherwise able to collect from third parties for such service.

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 FT 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 in 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 C 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, line loss make-up (and injection fuel under Seller's Rate Schedule GSS, if applicable) in providing the transportation service hereunder, which quantity may be changed from time to time and which will be specified in the currently effective Sheet No. 44 of Volume No. 1 of this Tariff which relates to service under this agreement and which is incorporated herein.

3. In addition to the applicable charges for firm transportation service pursuant to Section 3 of Seller's Rate Schedule FT, Buyer shall reimburse Seller for any and all filing fees incurred as a result of

SERVICE AGREEMENT (Continued)

Buyer's request for service under Seller's Rate Schedule FT, 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:

None.

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: Director – Marketing Services

(b) If to Buyer:
Municipal Gas Authority of Georgia
104 TownPark Drive
Kennesaw, Georgia 30144
Attn: Arthur C. Corbin

SERVICE AGREEMENT (Continued)

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 Paul F. Egner III
Paul F. Egner III
Director, Marketing Services

*cut
copy
OK*

MUNICIPAL GAS AUTHORITY OF GEORGIA
(Buyer)

By Michael J. Frey
Michael J. Frey
VP. Gas Supply & Operations

EXHIBIT A

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS AUTHORITY OF GEORGIA, AS BUYER, DATED 7-16-16, 2006.

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|---|---|
| 1. Suction Side of Seller's Compressor Station 30 at the Existing Point of Interconnection between Seller's Central Texas Lateral and Seller's Mainline at Wharton County, Texas. (Station 30 #1000007) | 17% |
| 2. Existing Point of Interconnection between Seller and Valero Interstate Pipeline Company (Seller Meter No. 3396) at Wharton County, Texas. (Wharton Valero #1096690) | 17% |
| 3. Existing Point of Interconnection between Seller and Meter named Spanish Camp (Seller Meter No. 3365) Wharton County, Texas. (Spanish Camp-Delhi #1006895) | 17% |
| 4. Existing Point of Interconnection between Seller and Meter named Denton Cooley #1 (Seller Meter No. 3331), in Fort Bend County, Texas. (Denton Cooley #1) | 17% |
| 5. Existing Point of Interconnection between Seller and Meter named Randon East (Fulshear) (Seller Meter No. 1427), in Fort Bend County, Texas. (Randon East Fulshear) | 17% |
| 6. Existing Point of Interconnection between Seller and Houston Pipeline Company (Seller Meter No. 3364) at Fulshear, Fort Bend County, Texas. (Fulshear-HPL) | 17% |
| 7. Existing Point of Interconnection between Seller and Meter named White Oak Bayou-Kinder Morgan Tejas Pipeline (Seller Meter No. 3545), in Harris County, Texas. (White Oak Bayou-Tejas #1001036) | 17% |
| 8. Existing Point of Interconnection between Seller and Houston Pipeline Company (Seller Meter No. 4359) at Bammel, Harris County, Texas. (Bammel-HPL #1006014) | 17% |
| 9. Existing Point of Interconnection between Seller and Delhi Pipeline Company (Seller Meter No. 3346) at Hardin County, Texas. (Hardin-Delhi #1006696) | 17% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 10. Existing Point of Interconnection between Seller and Meter named Vidor Field Junction (Seller Meter No. 3554), in Jasper County, Texas. (Vidor Ames #1002337) | 17% |
| 11. Existing Point of Interconnection between Seller and Meter named Starks McConathy (Seller Meter No. 3535), in Calcasieu Parish, Louisiana.(Starks McConathy #1007346) | 17% |
| 12. Existing Point of Interconnection between Seller and Meter named DeQuincy Intercon (Seller Meter No. 2698), in Calcasieu Parish, Louisiana. (DeQuincy Intercon) | 17% |
| 13. Existing Point of Interconnection between Seller and Meter named DeQuincy Great Scott (Seller Meter No. 3357), in Calcasieu Parish, Louisiana. (DeQuincy Great Scott) | 17% |
| 14. Existing Point of Interconnection between Seller and Meter named Perkins-Phillips (Seller Meter No. 3532), in Calcasieu Parish, Louisiana. (Perkins-Phillips) | 17% |
| 15. Existing Point of Interconnection between Seller and Meter named Perkins (Intercon) (Seller Meter No. 3395), in Calcasieu Parish, Louisiana. (Perkins Intercon) | 17% |
| 16. Existing Point of Interconnection between Seller and Meter named Perkins East (Seller Meter No. 2369), in Beauregard Parish, Louisiana. (Perkins East) | 17% |
| 17. Discharge Side of Seller's Compressor Station 45 at the Existing Point of Interconnection between Seller's Southwest Louisiana Lateral and Seller's Mainline Beauregard Parish, Louisiana. (Station 45 #1000026) | 42% |
| 18 Existing Point of Interconnection between Seller and Texas Eastern Transmission Corporation (Seller Meter No. 4198) at Ragley, Beauregard Parish, Louisiana. (Ragley-TET #1006217) | 42% |
| 19. Existing Point of Interconnection between Seller and Trunkline Gas Company (Seller Meter No. 4215) at Ragley, Beauregard Parish, Louisiana. (Ragley-Trunkline #1006218) | 42% |
| 20. Existing Point of Interconnection between Seller and Tennessee Gas Transmission Company (Seller Meter No. 3371) at Kinder, Allen Parish, Louisiana. (Kinder Tenn #1006149)** | 42% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 21. Existing Point of Interconnection between Seller and Texas Gas Transmission Corporation (Seller Meter Nos. 3227, 4314, 4457) at Eunice, Evangeline Parish, Louisiana. (Eunice Mamou Tx Gas #1006923) | 42% |
| 22. Suction Side of Seller's Compressor Station 50 at the Existing Point of Interconnection between Seller's Central Louisiana Lateral and Seller's Mainline Evangeline Parish, Louisiana. (Station 50 #1000040) | 61% |
| 23. Existing Point of Interconnection between Seller and Columbia Gulf Transmission Corporation (Seller Meter No. 3142) at Eunice, Evangeline Parish, Louisiana. (Eunice Evangeline Col. Gulf #1006414) | 61% |
| 24. Discharge Side of Seller's Compressor Station 54 at Seller's Washington Storage Field, St. Landry Parish, Louisiana (Station 54 #1002687) | 61% |
| 25. Existing Point of Interconnection between Seller and Acadian Pipeline (Seller Meter No. 3506) in Pointe Coupee Parish, Louisiana. (Morganza-Acadian Pipeline #1003413) | 61% |
| 26. Existing Point of Interconnection (Seller Meter No. 3272) at M.P. 566.92, Morganza Field, Point Coupee Parish, Louisiana. (Morganza Field) | 61% |
| 27. Existing Point of Interconnection between Seller and Meter named West Feliciana Parish-Creole (Seller Meter No. 4464), in West Feliciana Parish, Louisiana. (West Feliciana Parish-Creole #1007165) | 61% |
| 28. Existing Point of Interconnection between Seller and Mid-Louisiana Gas Company (Seller Meter Nos. 4137, 4184, 3229) at Ethel, East Feliciana Parish, Louisiana. (Ethel-Mid LA #1006083) | 61% |
| 29. Existing Point of Interconnection between Seller and Meter named Liverpool Northwest (Seller Meter No. 3390), in St. Helena Parish, Louisiana. (Liverpool Northwest) | 61% |
| 30. Suction Side of Seller's Compressor Station 62 on Seller's Southeast Louisiana Lateral in Terrebonne Parish, Louisiana. (Station 62 #1000762) | 39% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 31. Existing Point of Interconnection between Seller and Meter named Texas Gas-Thibodeaux (Seller Meter No. 3533), in Lafourche Parish, Louisiana. (TXGT-Thibodeaux #1007206) | 39% |
| 32. Existing Point of Interconnection between Seller and Meter named Romeville-Cypress Gas Pipeline (Seller Meter No. 4410) in St. James Parish, Louisiana. (Romeville-Cypress Gas Pipeline #1000580) | 39% |
| 33. Existing Point of Interconnection between Seller and Meter named St. James CCIPC (Seller Meter No. 4462) in St James Parish, Louisiana. (St. James CCPIC #1007164)** | 39% |
| 34. Existing Point of Interconnection between Seller and Meter named St. James Faustina (St. Amelia) (Seller Meter No. 3328), in St. James Parish, Louisiana. (St. James Faustina (St. Amelia) #1006268)** | 39% |
| 35. Existing Point of Interconnection between Seller and Meter named St James Acadian (Seller Meter No. 4366), in St. James Parish, Louisiana. (St. James Acadian #1006677)** | 39% |
| 36. Existing Point of Interconnection between Seller and Meter named Livingston-Flare (Seller Meter No. 3450), in Livingston Parish, Louisiana. (Livingston-Flare) | 39% |
| 37. Existing Point of Interconnection between Seller and Florida Gas Transmission Company (Seller Meter No. 3217) at St. Helena, St. Helena Parish, Louisiana. (St. Helena FGT #1006267) | 39% |
| 38. Existing Point of Interconnection between Seller and Meter named Beaver Dam Creek (Seller Meter No. 3536), in St. Helena Parish, Louisiana. (Beaver Dam Creek #1008218) | 39% |
| 39. Suction Side of Seller's Compressor Station 65 at the Existing Point of Interconnection between Seller's Southeast Louisiana Lateral and Seller's Mainline St. Helena Parish, Louisiana. (Station 65 #1000065) | 100% |
| 40. Existing Point of Interconnection between Seller and Meter named Amite County – J.P. (Seller Meter No. 3332), in Amite County, Mississippi. (Amite County – J.P. #9000163) | 100% |
| 41. Existing Point of Interconnection between Seller and Meter named McComb (Seller Meter No. 3461), in Pike County, Mississippi. (McComb #1002726) | 100% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 42. Existing Point of Interconnection between Seller and Koch Gas Pipe Line Company at Holmesville (Seller Meter No. 3150), Pike County, Mississippi. (Holmesville-Koch #1003170) | 100% |
| 43. Discharge Side of Seller's Compressor Station 70 at M.P. 661.77 in Walthall County, Mississippi. (M.P. 661.7-Station 70 Discharge) | 100% |
| 44. Existing Point of Interconnection between Seller and Koch Gas Pipeline Company at Walthall (Seller Meter No. 3095) in Walthall County, Mississippi. (Walthall-Koch) | 100% |
| 45. Existing Point of Interconnection between Seller and Meter named Darbun-Pruett 34-10 (Seller Meter No. 3446) at M.P. 668.46 on Seller's Main Transmission Line, Darbun Field, Walthall County, Mississippi. (Darbun Pruett #1006750) | 100% |
| 46. Existing Point of Interconnection between Seller and Meter named Ivy Newsome (Seller Meter No. 3413) in Marion County, Mississippi. (Ivy Newsome) | 100% |
| 47. Existing Point of Interconnection between Seller and West Oakvale Field at M.P. 680.47-Marion County, Mississippi. (M.P. 680.47-West Oakvale Field) | 100% |
| 48. Existing Point of Interconnection between Seller and East Morgantown Field at M.P. 680.47 in Marion County, Mississippi. (M.P. 680.47-E. Morgantown Field) | 100% |
| 49. Existing Point of Interconnection between Seller and Greens Creek Field, at M.P. 681.84 Marion County, Mississippi. (M.P. 681.84 Greens Creek Field) | 100% |
| 50. Existing Point of Interconnection between Seller and Meter named M.P. 685.00-Oakville Unit 6-6 in Jefferson Davis County, Mississippi. (M.P. 685.00-Oakville Unit 6-6) | 100% |
| 51. Existing Point of Interconnection between Seller and Meter named M.P. 687.23-Oakvale Field in Marion County, Mississippi. (M.P. 687.23-Oakvale Field) | 100% |
| 52. Existing Point of Interconnection between Seller and Bassfield at named M.P. 696.40 in Marion County, Mississippi. (M.P. 696.40 Bassfield) | 100% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCO each day)*</u> |
|--|---|
| 53. Existing Point of Interconnection between Seller and Meter named Lithium/Holiday Creek-Frm (Seller Meter No. 3418), in Jefferson Davis County, Mississippi. (Lithium/Holiday Creek-Frm) | 100% |
| 54. Existing Point of Interconnection between Seller and S. W. Sumrall Field and Holiday Creek at M.P. 692.05-Holiday Creek in Jefferson Davis, Mississippi. (M.P. 692.05-Holiday Creek) | 100% |
| 55. Existing Point of Interconnection between Seller and ANR Pipe Line Company at Holiday Creek (Seller Meter No. 3241), Jefferson Davis County, Mississippi. (Holiday Creek-ANR #1007159) | 100% |
| 56. Existing Point of Interconnection between Seller and Aim Pipeline at Jeff Davis (Seller Meter No. 3252), Jefferson Davis County, Mississippi. (Jefferson Davis County-Aim Pipeline TP#1006579) | 100% |
| 57. Existing Point of Interconnection between Seller and Meter named Jefferson Davis-Frm (Seller Meter No. 4420), in Jefferson Davis County, Mississippi. (Jefferson Davis-Frm) | 100% |
| 58. Existing Point of Interconnection between Seller and Carson Dome Field M.P. 696.41, in Jefferson Davis County, Mississippi. (M.P. 696.41-Carson Dome Field) | 100% |
| 59. Existing Point of Interconnection between Seller and Meter Station named Bassfield-ANR Company at M.P. 703.17 on Seller's Main Transmission Line (Seller Meter No. 3238), Covington County, Mississippi. (Bassfield-ANR) | 100% |
| 60. Existing Point of Interconnection between Seller and Meter named Patti Bihm #1 (Seller Meter No. 3468), in Covington County, Mississippi. (Patty Bihm #1) | 100% |
| 61. Discharge Side of Seller's Compressor at Seller's Eminence Storage Field (Seller Meter No. 4166 and 3160) in Covington County, Mississippi. (Eminence Storage #1002689) | 100% |
| 62. Existing Point of Interconnection between Seller and Meter named Sun Speed #1 in Covington County, Mississippi. (Sun Speed #1 #1000085) | 100% |
| 63. Existing Point of Interconnection between Seller and Hattiesburg-First Reserve in Covington County, Mississippi. (Hattiesburg-First Reserve Storage #1001686) | 100% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|---|---|
| 64. Existing Point at M.P. 719.58 on Seller's Main Transmission Line (Seller Meter No. 3544), Centerville Dome Field, Jones County, Mississippi. (Centerville Dome Field #1001532) | 100% |
| 65. Existing Point of Interconnection between Seller and Meter Named Calhoun (Seller Meter No. 3404), in Jones County, Mississippi. (Calhoun) | 100% |
| 66. Existing Point at M.P. 727.78 on Seller's Main Transmission Line, Jones County, Mississippi. (Jones County - Gitano) | 100% |
| 67. Existing Point of Interconnection between Seller and a Meter named Koch Reedy Creek (Seller Meter No. 3333), Jones County, Mississippi. (Reedy Creek Koch #1000670) | 100% |
| 68. Existing Point of Interconnection between Seller and Meter named Sharon Field (Seller Meter No. 3000), in Jones County, Mississippi. (Sharon Field #1001327) | 100% |
| 69. Existing Point of Interconnection between Seller and Tennessee Gas Transmission Company at Heidelberg (Seller Meter No. 3109), Jasper County, Mississippi. (Heidelberg Tenn #1006120) | 100% |
| 70. Existing Point of Interconnection between Seller and Aim Pipeline at Clarke (Seller Meter No. 3254), Clarke County, Mississippi. (Clarke County Aim Pipeline #1006047) | 100% |
| 71. Existing Point of Interconnection between Seller and Meter named Clarke County-Koch at M.P. 757.29 in Clarke County, Mississippi. (Clarke County Koch) | 100% |
| 72. Existing Point of Interconnection between Seller's Mainline and Mobile Bay Lateral at M.P. 784.66 in Choctaw County, Alabama (Station 85-Mobile Bay Pool) | 100% |
| 73. Existing Point of Interconnection between Seller's Mainline and Mobile Bay Lateral at M.P. 784.66 in Choctaw County, Alabama (Station 85 #1000105) | 100% |

Buyer shall not tender, without the prior consent of Seller, at any point(s) of receipt on any day a quantity in excess of the applicable Buyer's Cumulative Mainline Capacity Entitlement for such point(s) of receipt.

* These quantities do not include the additional quantities of gas retained by Seller for applicable compressor fuel and line loss make-up provided for in Article V, 2 of this Service Agreement, which are subject to change as provided for in Article V, 2 hereof. Therefore, Buyer shall also deliver or cause to be delivered at the receipt points such additional quantities of gas in kind to be retained by Seller for compressor fuel and line loss make-up.

** Receipt of gas by displacement only.

EXHIBIT B

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS AUTHORITY OF GEORGIA, AS BUYER, DATED Feb. 16, 2006.

Point(s) of Delivery

1. Butler Meter Station, located at mile post 791.07 on Seller's main transmission line adjacent to Old State Highway No. 10, approximately 2 miles north-westerly from the City of Butler, Choctaw County, Alabama.
2. Seller's Eminence Storage Field, Covington County, Mississippi.

Pressures

Not less than fifty (50) pounds per square inch gauge or such other pressures as may be agreed upon in the day-to-day operations of Buyer and Seller.

Prevailing pressure in Seller's pipeline system not to exceed maximum allowable operating pressure.

EXHIBIT C

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN
TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS
AUTHORITY OF GEORGIA, AS BUYER, DATED Feb. 16, 2006.

Specification of Negotiated Rate and Term

None

EXHIBIT D

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN
TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS
AUTHORITY OF GEORGIA, AS BUYER, DATED Feb. 16, 2006.

| <u>Month</u> | <u>FT Entitlement (Dt/d)</u> |
|--------------|------------------------------|
| January | 569 |
| February | 492 |
| March | 373 |
| April | 104 |
| May | 0 |
| June | 0 |
| July | 0 |
| August | 0 |
| September | 0 |
| October | 104 |
| November | 393 |
| December | 569 |

Contract # 9035025

SERVICE AGREEMENT

between

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

and

MUNICIPAL GAS AUTHORITY OF GEORGIA

SERVICE AGREEMENT

THIS AGREEMENT entered into this 16th day of February, 2006, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as "Buyer," second party,

WITNESSETH

WHEREAS, Seller owns and operates an interstate gas pipeline system; and

WHEREAS, Seller and City of Commerce, Georgia are parties to a Service Agreement, dated February 1, 1992 (Seller's contract number 1004829), under Seller's Rate Schedule FT, pursuant to which Seller provides firm transportation service of up to a Transportation Contract Quantity as set forth in Exhibit C through Seller's pipeline system; and

WHEREAS, pursuant to Section 42 of the General Terms and Conditions of Seller's FERC Gas Tariff, City of Commerce, Georgia has permanently relinquished and released to Buyer the Transportation Contract Quantity as set forth in Exhibit C under that Service Agreement effective as of January 1, 2006; and

WHEREAS, Buyer has agreed to such permanent capacity release and is willing to assume all rights and obligations of City of Commerce, Georgia for the Transportation Contract Quantity as set forth in Exhibit C pursuant to the terms and conditions of this agreement.

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 FT, 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 a firm basis, up to a Transportation Contract Quantity ("TCQ") as set forth in Exhibit D.

2. Transportation service rendered hereunder shall not be subject to curtailment or interruption except as provided in Section 11 and, if applicable, Section 42 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, the pressure of the gas delivered or caused to be delivered by Buyer shall not exceed the maximum operating pressure(s) of Seller's pipeline system at such point(s) of receipt. In the event the maximum operating pressure(s) 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(s) of the gas delivered or caused to be delivered by Buyer to Seller at the point(s) of receipt shall be

SERVICE AGREEMENT (Continued)

correspondingly increased or decreased upon written notification of Seller to Buyer. The point(s) of receipt for natural gas received for transportation pursuant to this agreement shall be:

See Exhibit A, attached hereto, for points of receipt.

ARTICLE III POINT (S) OF DELIVERY

Seller shall redeliver to Buyer or for the account of Buyer the gas transported hereunder at the following point(s) of delivery and at a pressure(s) of:

See Exhibit B, attached hereto, for points of delivery and pressures.

ARTICLE IV TERM OF AGREEMENT

This agreement shall be effective as of January 1, 2006, and shall remain in force and effect until 9:00 a.m. Central Clock Time March 31, 2006 and thereafter until terminated by Seller or Buyer upon at least three (3) years written notice; 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 reasonable 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. As set forth in Section 8 of Article II of Seller's August 7, 1989 revised Stipulation and Agreement in Docket Nos. RP88-68 et.al., (a) pregranted abandonment under Section 284.221 (d) of the Commission's Regulations shall not apply to any long term conversions from firm sales service to transportation service under Seller's Rate Schedule FT and (b) Seller shall not exercise its right to terminate this service agreement as it applies to transportation service resulting from conversions from firm sales service so long as Buyer is willing to pay rates no less favorable than Seller is otherwise able to collect from third parties for such service.

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 FT 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 in 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 C 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, line loss make-up (and injection fuel under Seller's Rate Schedule GSS, if applicable) in providing the transportation service hereunder, which quantity may be changed from time to time and which will be specified in the currently effective Sheet No. 44 of Volume No. 1 of this Tariff which relates to service under this agreement and which is incorporated herein.

3. In addition to the applicable charges for firm transportation service pursuant to Section 3 of Seller's Rate Schedule FT, Buyer shall reimburse Seller for any and all filing fees incurred as a result of

SERVICE AGREEMENT (Continued)

Buyer's request for service under Seller's Rate Schedule FT, 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:

None.

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: Director – Marketing Services

(b) If to Buyer:
Municipal Gas Authority of Georgia
104 TownPark Drive
Kennesaw, Georgia 30144
Attn: Arthur C. Corbin

SERVICE AGREEMENT (Continued)

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 Paul F. Egner III
Paul F. Egner III
Director, Marketing Services

*Wk
SAC
DTR*

MUNICIPAL GAS AUTHORITY OF GEORGIA
(Buyer)

By Michael J. Frey
Michael J. Frey
VP, Gas Supply & Operations

EXHIBIT A

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS AUTHORITY OF GEORGIA, AS BUYER, DATED Feb. 16, 2006.

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCO each day)*</u> |
|---|---|
| 1. Suction Side of Seller's Compressor Station 30 at the Existing Point of Interconnection between Seller's Central Texas Lateral and Seller's Mainline at Wharton County, Texas. (Station 30 #1000007) | 17% |
| 2. Existing Point of Interconnection between Seller and Valero Interstate Pipeline Company (Seller Meter No. 3396) at Wharton County, Texas. (Wharton Valero #1096690) | 17% |
| 3. Existing Point of Interconnection between Seller and Meter named Spanish Camp (Seller Meter No. 3365) Wharton County, Texas. (Spanish Camp-Delhi #1006895) | 17% |
| 4. Existing Point of Interconnection between Seller and Meter named Denton Cooley #1 (Seller Meter No. 3331), in Fort Bend County, Texas. (Denton Cooley #1) | 17% |
| 5. Existing Point of Interconnection between Seller and Meter named Randon East (Fulshear) (Seller Meter No. 1427), in Fort Bend County, Texas. (Randon East Fulshear) | 17% |
| 6. Existing Point of Interconnection between Seller and Houston Pipeline Company (Seller Meter No. 3364) at Fulshear, Fort Bend County, Texas. (Fulshear-HPL) | 17% |
| 7. Existing Point of Interconnection between Seller and Meter named White Oak Bayou-Kinder Morgan Tejas Pipeline (Seller Meter No. 3545), in Harris County, Texas. (White Oak Bayou-Tejas #1001036) | 17% |
| 8. Existing Point of Interconnection between Seller and Houston Pipeline Company (Seller Meter No. 4359) at Bammel, Harris County, Texas. (Bammel-HPL #1006014) | 17% |
| 9. Existing Point of Interconnection between Seller and Delhi Pipeline Company (Seller Meter No. 3346) at Hardin County, Texas. (Hardin-Delhi #1006696) | 17% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 10. Existing Point of Interconnection between Seller and Meter named Vidor Field Junction (Seller Meter No. 3554), in Jasper County, Texas. (Vidor Ames #1002337) | 17% |
| 11. Existing Point of Interconnection between Seller and Meter named Starks McConathy (Seller Meter No. 3535), in Calcasieu Parish, Louisiana.(Starks McConathy #1007346) | 17% |
| 12. Existing Point of Interconnection between Seller and Meter named DeQuincy Intercon (Seller Meter No. 2698), in Calcasieu Parish, Louisiana. (DeQuincy Intercon) | 17% |
| 13. Existing Point of Interconnection between Seller and Meter named DeQuincy Great Scott (Seller Meter No. 3357), in Calcasieu Parish, Louisiana. (DeQuincy Great Scott) | 17% |
| 14. Existing Point of Interconnection between Seller and Meter named Perkins-Phillips (Seller Meter No. 3532), in Calcasieu Parish, Louisiana. (Perkins-Phillips) | 17% |
| 15. Existing Point of Interconnection between Seller and Meter named Perkins (Intercon) (Seller Meter No. 3395), in Calcasieu Parish, Louisiana. (Perkins Intercon) | 17% |
| 16. Existing Point of Interconnection between Seller and Meter named Perkins East (Seller Meter No. 2369), in Beauregard Parish, Louisiana. (Perkins East) | 17% |
| 17. Discharge Side of Seller's Compressor Station 45 at the Existing Point of Interconnection between Seller's Southwest Louisiana Lateral and Seller's Mainline Beauregard Parish, Louisiana. (Station 45 #1000026) | 42% |
| 18 Existing Point of Interconnection between Seller and Texas Eastern Transmission Corporation (Seller Meter No. 4198) at Ragley, Beauregard Parish, Louisiana. (Ragley-TET #1006217) | 42% |
| 19. Existing Point of Interconnection between Seller and Trunkline Gas Company (Seller Meter No. 4215) at Ragley, Beauregard Parish, Louisiana. (Ragley-Trunkline #1006218) | 42% |
| 20. Existing Point of Interconnection between Seller and Tennessee Gas Transmission Company (Seller Meter No. 3371) at Kinder, Allen Parish, Louisiana. (Kinder Tenn #1006149)** | 42% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 21. Existing Point of Interconnection between Seller and Texas Gas Transmission Corporation (Seller Meter Nos. 3227, 4314, 4457) at Eunice, Evangeline Parish, Louisiana. (Eunice Mamou Tx Gas #1006923) | 42% |
| 22. Suction Side of Seller's Compressor Station 50 at the Existing Point of Interconnection between Seller's Central Louisiana Lateral and Seller's Mainline Evangeline Parish, Louisiana. (Station 50 #1000040) | 61% |
| 23. Existing Point of Interconnection between Seller and Columbia Gulf Transmission Corporation (Seller Meter No. 3142) at Eunice, Evangeline Parish, Louisiana. (Eunice Evangeline Col. Gulf #1006414) | 61% |
| 24. Discharge Side of Seller's Compressor Station 54 at Seller's Washington Storage Field, St. Landry Parish, Louisiana (Station 54 #1002687) | 61% |
| 25. Existing Point of Interconnection between Seller and Acadian Pipeline (Seller Meter No. 3506) in Pointe Coupee Parish, Louisiana. (Morganza-Acadian Pipeline #1003413) | 61% |
| 26. Existing Point of Interconnection (Seller Meter No. 3272) at M.P. 566.92, Morganza Field, Point Coupee Parish, Louisiana. (Morganza Field) | 61% |
| 27. Existing Point of Interconnection between Seller and Meter named West Feliciana Parish-Creole (Seller Meter No. 4464), in West Feliciana Parish, Louisiana. (West Feliciana Parish-Creole #1007165) | 61% |
| 28. Existing Point of Interconnection between Seller and Mid-Louisiana Gas Company (Seller Meter Nos. 4137, 4184, 3229) at Ethel, East Feliciana Parish, Louisiana. (Ethel-Mid LA #1006083) | 61% |
| 29. Existing Point of Interconnection between Seller and Meter named Liverpool Northwest (Seller Meter No. 3390), in St. Helena Parish, Louisiana. (Liverpool Northwest) | 61% |
| 30. Suction Side of Seller's Compressor Station 62 on Seller's Southeast Louisiana Lateral in Terrebonne Parish, Louisiana. (Station 62 #1000762) | 39% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 31. Existing Point of Interconnection between Seller and Meter named Texas Gas-Thibodeaux (Seller Meter No. 3533), in Lafourche Parish, Louisiana. (TXGT-Thibodeaux #1007206) | 39% |
| 32. Existing Point of Interconnection between Seller and Meter named Romeville-Cypress Gas Pipeline (Seller Meter No. 4410) in St. James Parish, Louisiana. (Romeville-Cypress Gas Pipeline #1000580) | 39% |
| 33. Existing Point of Interconnection between Seller and Meter named St. James CCIPC (Seller Meter No. 4462) in St James Parish, Louisiana. (St. James CCPIC #1007164)** | 39% |
| 34. Existing Point of Interconnection between Seller and Meter named St. James Faustina (St. Amelia) (Seller Meter No. 3328), in St. James Parish, Louisiana. (St. James Faustina (St. Amelia) #1006268)** | 39% |
| 35. Existing Point of Interconnection between Seller and Meter named St James Acadian (Seller Meter No. 4366), in St. James Parish, Louisiana. (St. James Acadian #1006677)** | 39% |
| 36. Existing Point of Interconnection between Seller and Meter named Livingston-Flare (Seller Meter No. 3450), in Livingston Parish, Louisiana. (Livingston-Flare) | 39% |
| 37. Existing Point of Interconnection between Seller and Florida Gas Transmission Company (Seller Meter No. 3217) at St. Helena, St. Helena Parish, Louisiana. (St. Helena FGT #1006267) | 39% |
| 38. Existing Point of Interconnection between Seller and Meter named Beaver Dam Creek (Seller Meter No. 3536), in St. Helena Parish, Louisiana. (Beaver Dam Creek #1008218) | 39% |
| 39. Suction Side of Seller's Compressor Station 65 at the Existing Point of Interconnection between Seller's Southeast Louisiana Lateral and Seller's Mainline St. Helena Parish, Louisiana. (Station 65 #1000065) | 100% |
| 40. Existing Point of Interconnection between Seller and Meter named Amite County – J.P. (Seller Meter No. 3332), in Amite County, Mississippi. (Amite County – J.P. #9000163) | 100% |
| 41. Existing Point of Interconnection between Seller and Meter named McComb (Seller Meter No. 3461), in Pike County, Mississippi. (McComb #1002726) | 100% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 42. Existing Point of Interconnection between Seller and Koch Gas Pipe Line Company at Holmesville (Seller Meter No. 3150), Pike County, Mississippi. (Holmesville-Koch #1003170) | 100% |
| 43. Discharge Side of Seller's Compressor Station 70 at M.P. 661.77 in Walthall County, Mississippi. (M.P. 661.7-Station 70 Discharge) | 100% |
| 44. Existing Point of Interconnection between Seller and Koch Gas Pipeline Company at Walthall (Seller Meter No. 3095) in Walthall County, Mississippi. (Walthall-Koch) | 100% |
| 45. Existing Point of Interconnection between Seller and Meter named Darbun-Pruett 34-10 (Seller Meter No. 3446) at M.P. 668.46 on Seller's Main Transmission Line, Darbun Field, Walthall County, Mississippi. (Darbun Pruett #1006750) | 100% |
| 46. Existing Point of Interconnection between Seller and Meter named Ivy Newsome (Seller Meter No. 3413) in Marion County, Mississippi. (Ivy Newsome) | 100% |
| 47. Existing Point of Interconnection between Seller and West Oakvale Field at M.P. 680.47-Marion County, Mississippi. (M.P. 680.47-West Oakvale Field) | 100% |
| 48. Existing Point of Interconnection between Seller and East Morgantown Field at M.P. 680.47 in Marion County, Mississippi. (M.P. 680.47-E. Morgantown Field) | 100% |
| 49. Existing Point of Interconnection between Seller and Greens Creek Field, at M.P. 681.84 Marion County, Mississippi. (M.P. 681.84 Greens Creek Field) | 100% |
| 50. Existing Point of Interconnection between Seller and Meter named M.P. 685.00-Oakville Unit 6-6 in Jefferson Davis County, Mississippi. (M.P. 685.00-Oakville Unit 6-6) | 100% |
| 51. Existing Point of Interconnection between Seller and Meter named M.P. 687.23-Oakvale Field in Marion County, Mississippi. (M.P. 687.23-Oakvale Field) | 100% |
| 52. Existing Point of Interconnection between Seller and Bassfield at named M.P. 696.40 in Marion County, Mississippi. (M.P. 696.40 Bassfield) | 100% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCO each day)*</u> |
|--|---|
| 53. Existing Point of Interconnection between Seller and Meter named Lithium/Holiday Creek-Frm (Seller Meter No. 3418), in Jefferson Davis County, Mississippi. (Lithium/Holiday Creek-Frm) | 100% |
| 54. Existing Point of Interconnection between Seller and S. W. Sumrall Field and Holiday Creek at M.P. 692.05-Holiday Creek in Jefferson Davis, Mississippi. (M.P. 692.05-Holiday Creek) | 100% |
| 55. Existing Point of Interconnection between Seller and ANR Pipe Line Company at Holiday Creek (Seller Meter No. 3241), Jefferson Davis County, Mississippi. (Holiday Creek-ANR #1007159) | 100% |
| 56. Existing Point of Interconnection between Seller and Aim Pipeline at Jeff Davis (Seller Meter No. 3252), Jefferson Davis County, Mississippi. (Jefferson Davis County–Aim Pipeline TP#1006579) | 100% |
| 57. Existing Point of Interconnection between Seller and Meter named Jefferson Davis-Frm (Seller Meter No. 4420), in Jefferson Davis County, Mississippi. (Jefferson Davis-Frm) | 100% |
| 58. Existing Point of Interconnection between Seller and Carson Dome Field M.P. 696.41, in Jefferson Davis County, Mississippi. (M.P. 696.41-Carson Dome Field) | 100% |
| 59. Existing Point of Interconnection between Seller and Meter Station named Bassfield-ANR Company at M.P. 703.17 on Seller's Main Transmission Line (Seller Meter No. 3238), Covington County, Mississippi. (Bassfield-ANR) | 100% |
| 60. Existing Point of Interconnection between Seller and Meter named Patti Bihm #1 (Seller Meter No. 3468), in Covington County, Mississippi. (Patty Bihm #1) | 100% |
| 61. Discharge Side of Seller's Compressor at Seller's Eminence Storage Field (Seller Meter No. 4166 and 3160) in Covington County, Mississippi. (Eminence Storage #1002689) | 100% |
| 62. Existing Point of Interconnection between Seller and Meter named Sun Speed #1 in Covington County, Mississippi. (Sun Speed #1 #1000085) | 100% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCO each day)*</u> |
|---|---|
| 63. Existing Point of Interconnection between Seller and Hattiesburg-First Reserve in Covington County, Mississippi. (Hattiesburg-First Reserve Storage #1001686) | 100% |
| 64. Existing Point at M.P. 719.58 on Seller's Main Transmission Line (Seller Meter No. 3544), Centerville Dome Field, Jones County, Mississippi. (Centerville Dome Field #1001532) | 100% |
| 65. Existing Point of Interconnection between Seller and Meter Named Calhoun (Seller Meter No. 3404), in Jones County, Mississippi. (Calhoun) | 100% |
| 66. Existing Point at M.P. 727.78 on Seller's Main Transmission Line, Jones County, Mississippi. (Jones County - Gitano) | 100% |
| 67. Existing Point of Interconnection between Seller and a Meter named Koch Reedy Creek (Seller Meter No. 3333), Jones County, Mississippi. (Reedy Creek Koch #1000670) | 100% |
| 68. Existing Point of Interconnection between Seller and Meter named Sharon Field (Seller Meter No. 3000), in Jones County, Mississippi. (Sharon Field #1001327) | 100% |
| 69. Existing Point of Interconnection between Seller and Tennessee Gas Transmission Company at Heidelberg (Seller Meter No. 3109), Jasper County, Mississippi. (Heidelberg Tenn #1006120) | 100% |
| 70. Existing Point of Interconnection between Seller and Aim Pipeline at Clarke (Seller Meter No. 3254), Clarke County, Mississippi. (Clarke County Aim Pipeline #1006047) | 100% |
| 71. Existing Point of Interconnection between Seller and Meter named Clarke County-Koch at M.P. 757.29 in Clarke County, Mississippi. (Clarke County Koch) | 100% |
| 72. Existing Point of Interconnection between Seller's Mainline and Mobile Bay Lateral at M.P. 784.66 in Choctaw County, Alabama (Station 85-Mobile Bay Pool) | 100% |
| 73. Existing Point of Interconnection between Seller's Mainline and Mobile Bay Lateral at M.P. 784.66 in Choctaw County, Alabama (Station 85 #1000105) | 100% |
| 74. Existing Point of Interconnection between Seller and Magnolia Pipeline in Chilton County, Alabama. (Magnolia Pipeline Interconnect #1001808) | 100% |

Point(s) of Receipt

Buyer's Cumulative Mainline
Capacity Entitlement
(Percentage of TCQ each day)*

75. Existing Point of Interconnection between Seller and
Southern Natural Gas Company, (Seller Meter No. 4087)
at Jonesboro, Clayton County, Georgia.
(Jonesboro-SNG #1003176)

100%

Buyer shall not tender, without the prior consent of Seller, at any point(s) of receipt on any day a quantity in excess of the applicable Buyer's Cumulative Mainline Capacity Entitlement for such point(s) of receipt.

* These quantities do not include the additional quantities of gas retained by Seller for applicable compressor fuel and line loss make-up provided for in Article V, 2 of this Service Agreement, which are subject to change as provided for in Article V, 2 hereof. Therefore, Buyer shall also deliver or cause to be delivered at the receipt points such additional quantities of gas in kind to be retained by Seller for compressor fuel and line loss make-up.

** Receipt of gas by displacement only.

EXHIBIT B

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS AUTHORITY OF GEORGIA, AS BUYER, DATED Feb 16, 2006.

Point(s) of Delivery

Pressures

- | | |
|---|---|
| 1. Commerce Meter Station, located at mile post 1107.67 on Seller's main transmission line, adjacent to Georgia State Highway No. 24, approximately 4 miles northwesterly from the City of Athens, Clarke County, Georgia | Not less than fifty (50) pounds per square inch gauge. |
| 2. Seller's Eminence Storage Field, Covington County, Mississippi. | Prevailing pressure in Seller's pipeline system not to exceed maximum allowable operating pressure. |

EXHIBIT C

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN
TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS
AUTHORITY OF GEORGIA, AS BUYER, DATED Feb 16, 2006.

Specification of Negotiated Rate and Term

None

EXHIBIT D

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN
TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS
AUTHORITY OF GEORGIA, AS BUYER, DATED Feb 16, 2006.

| <u>Month</u> | <u>FT Entitlement (Dt/d)</u> |
|--------------|------------------------------|
| January | 3,012 |
| February | 3,012 |
| March | 2,311 |
| April | 2,052 |
| May | 1,501 |
| June | 1,494 |
| July | 1,494 |
| August | 1,494 |
| September | 1,494 |
| October | 2,052 |
| November | 2,311 |
| December | 3,012 |

AMENDMENT TO SERVICE AGREEMENT

THIS AMENDMENT ("Amendment") is entered into this 16 day of February, 2006, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation hereinafter referred to as "Seller," first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as "Buyer," second party.

WITNESSETH

WHEREAS, Seller and Buyer are parties to a Service Agreement, dated January 1, 2006 (Seller's contract number 9035025), under Seller's Rate Schedule FT, pursuant to which Seller provides firm transportation service of up to a Transportation Contract Quantity as set forth in Exhibit D through Seller's pipeline system; and

WHEREAS, Seller and Buyer have mutually agreed to extend the primary term of the Service Agreement.

NOW THEREFORE, Seller and Buyer hereby agree to amend the Service Agreement as follows:

- 1. Article IV of the Service Agreement is hereby deleted in its entirety and replaced by the following:

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective as of January 1, 2006 and shall remain in force and effect until 9:00 a.m. Central Clock Time March 31, 2007 and thereafter until terminated by Seller or Buyer upon at least three (3) years written notice; 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 reasonable 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. As set forth in Section 8 of Article II of Seller's August 7, 1989 revised Stipulation and Agreement in Docket Nos. RP88-68 et.al., (a) pregranted abandonment under Section 284.221(d) of the Commission's Regulations shall not apply to any long term conversions from firm sales service to transportation service under Seller's Rate Schedule FT and (b) Seller shall not exercise its right to terminate this service agreement as it applies to transportation service resulting from conversions from firm sales service so long as Buyer is willing to pay rates no less favorable than Seller is otherwise able to collect from third parties for such service.

- 2. Except as herein amended, the Service Agreement shall remain in full force and effect pursuant to the terms thereof.

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

TRANSCONTINENTAL GAS PIPE LINE CORPORATION ("SELLER")

MUNICIPAL GAS AUTHORITY OF GEORGIA ("BUYER")

By Paul F. Egner III
Paul F. Egner III
Director - Marketing Services

By Michael J. Frey
Name: Michael J. Frey
Title VP, Gas Supply & Operations

Handwritten initials: JA, JJC, JB

Contract # 9035026

SERVICE AGREEMENT

between

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

and

MUNICIPAL GAS AUTHORITY OF GEORGIA

SERVICE AGREEMENT

THIS AGREEMENT entered into this 16th day of February, 2006, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as "Buyer," second party,

WITNESSETH

WHEREAS, Seller owns and operates an interstate gas pipeline system; and

WHEREAS, Seller and City of Covington, Georgia are parties to a Service Agreement, dated February 1, 1992 (Seller's contract number 1004830), under Seller's Rate Schedule FT, pursuant to which Seller provides firm transportation service of up to a Transportation Contract Quantity as set forth in Exhibit C through Seller's pipeline system; and

WHEREAS, pursuant to Section 42 of the General Terms and Conditions of Seller's FERC Gas Tariff, City of Covington, Georgia has permanently relinquished and released to Buyer the Transportation Contract Quantity as set forth in Exhibit C under that Service Agreement effective as of January 1, 2006; and

WHEREAS, Buyer has agreed to such permanent capacity release and is willing to assume all rights and obligations of City of Covington, Georgia for the Transportation Contract Quantity as set forth in Exhibit C pursuant to the terms and conditions of this agreement.

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 FT, 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 a firm basis, up to a Transportation Contract Quantity ("TCQ") as set forth in Exhibit D.

2. Transportation service rendered hereunder shall not be subject to curtailment or interruption except as provided in Section 11 and, if applicable, Section 42 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, the pressure of the gas delivered or caused to be delivered by Buyer shall not exceed the maximum operating pressure(s) of Seller's pipeline system at such point(s) of receipt. In the event the maximum operating pressure(s) 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(s) of the gas delivered or caused to be delivered by Buyer to Seller at the point(s) of receipt shall be

SERVICE AGREEMENT (Continued)

correspondingly increased or decreased upon written notification of Seller to Buyer. The point(s) of receipt for natural gas received for transportation pursuant to this agreement shall be:

See Exhibit A, attached hereto, for points of receipt.

ARTICLE III
POINT (S) OF DELIVERY

Seller shall redeliver to Buyer or for the account of Buyer the gas transported hereunder at the following point(s) of delivery and at a pressure(s) of:

See Exhibit B, attached hereto, for points of delivery and pressures.

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective as of January 1, 2006, and shall remain in force and effect until 9:00 a.m. Central Clock Time March 31, 2006 and thereafter until terminated by Seller or Buyer upon at least three (3) years written notice; 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 reasonable 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. As set forth in Section 8 of Article II of Seller's August 7, 1989 revised Stipulation and Agreement in Docket Nos. RP88-68 et.al., (a) pregranted abandonment under Section 284.221 (d) of the Commission's Regulations shall not apply to any long term conversions from firm sales service to transportation service under Seller's Rate Schedule FT and (b) Seller shall not exercise its right to terminate this service agreement as it applies to transportation service resulting from conversions from firm sales service so long as Buyer is willing to pay rates no less favorable than Seller is otherwise able to collect from third parties for such service.

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 FT 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 in 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 C 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, line loss make-up (and injection fuel under Seller's Rate Schedule GSS, if applicable) in providing the transportation service hereunder, which quantity may be changed from time to time and which will be specified in the currently effective Sheet No. 44 of Volume No. 1 of this Tariff which relates to service under this agreement and which is incorporated herein.

3. In addition to the applicable charges for firm transportation service pursuant to Section 3 of Seller's Rate Schedule FT, Buyer shall reimburse Seller for any and all filing fees incurred as a result of

SERVICE AGREEMENT (Continued)

Buyer's request for service under Seller's Rate Schedule FT, 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:

None.

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: Director – Marketing Services

(b) If to Buyer:
Municipal Gas Authority of Georgia
104 TownPark Drive
Kennesaw, Georgia 30144
Attn: Arthur C. Corbin

SERVICE AGREEMENT (Continued)

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 Paul F. Egner III
Paul F. Egner III
Director, Marketing Services

Handwritten initials/signature

MUNICIPAL GAS AUTHORITY OF GEORGIA
(Buyer)

By Michael J. Frey
Michael J. Frey
VP. Gas Supply & Operations

EXHIBIT A

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS AUTHORITY OF GEORGIA, AS BUYER, DATED Feb. 16, 2006.

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|---|---|
| 1. Suction Side of Seller's Compressor Station 30 at the Existing Point of Interconnection between Seller's Central Texas Lateral and Seller's Mainline at Wharton County, Texas. (Station 30 #1000007) | 17% |
| 2. Existing Point of Interconnection between Seller and Valero Interstate Pipeline Company (Seller Meter No. 3396) at Wharton County, Texas. (Wharton Valero #1096690) | 17% |
| 3. Existing Point of Interconnection between Seller and Meter named Spanish Camp (Seller Meter No. 3365) Wharton County, Texas. (Spanish Camp-Delhi #1006895) | 17% |
| 4. Existing Point of Interconnection between Seller and Meter named Denton Cooley #1 (Seller Meter No. 3331), in Fort Bend County, Texas. (Denton Cooley #1) | 17% |
| 5. Existing Point of Interconnection between Seller and Meter named Randon East (Fulshear) (Seller Meter No. 1427), in Fort Bend County, Texas. (Randon East Fulshear) | 17% |
| 6. Existing Point of Interconnection between Seller and Houston Pipeline Company (Seller Meter No. 3364) at Fulshear, Fort Bend County, Texas. (Fulshear-HPL) | 17% |
| 7. Existing Point of Interconnection between Seller and Meter named White Oak Bayou-Kinder Morgan Tejas Pipeline (Seller Meter No. 3545), in Harris County, Texas. (White Oak Bayou-Tejas #1001036) | 17% |
| 8. Existing Point of Interconnection between Seller and Houston Pipeline Company (Seller Meter No. 4359) at Bammel, Harris County, Texas. (Bammel-HPL #1006014) | 17% |
| 9. Existing Point of Interconnection between Seller and Delhi Pipeline Company (Seller Meter No. 3346) at Hardin County, Texas. (Hardin-Delhi #1006696) | 17% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 10. Existing Point of Interconnection between Seller and Meter named Vidor Field Junction (Seller Meter No. 3554), in Jasper County, Texas. (Vidor Ames #1002337) | 17% |
| 11. Existing Point of Interconnection between Seller and Meter named Starks McConathy (Seller Meter No. 3535), in Calcasieu Parish, Louisiana.(Starks McConathy #1007346) | 17% |
| 12. Existing Point of Interconnection between Seller and Meter named DeQuincy Intercon (Seller Meter No. 2698), in Calcasieu Parish, Louisiana. (DeQuincy Intercon) | 17% |
| 13. Existing Point of Interconnection between Seller and Meter named DeQuincy Great Scott (Seller Meter No. 3357), in Calcasieu Parish, Louisiana. (DeQuincy Great Scott) | 17% |
| 14. Existing Point of Interconnection between Seller and Meter named Perkins-Phillips (Seller Meter No. 3532), in Calcasieu Parish, Louisiana. (Perkins-Phillips) | 17% |
| 15. Existing Point of Interconnection between Seller and Meter named Perkins (Intercon) (Seller Meter No. 3395), in Calcasieu Parish, Louisiana. (Perkins Intercon) | 17% |
| 16. Existing Point of Interconnection between Seller and Meter named Perkins East (Seller Meter No. 2369), in Beauregard Parish, Louisiana. (Perkins East) | 17% |
| 17. Discharge Side of Seller's Compressor Station 45 at the Existing Point of Interconnection between Seller's Southwest Louisiana Lateral and Seller's Mainline Beauregard Parish, Louisiana. (Station 45 #1000026) | 42% |
| 18 Existing Point of Interconnection between Seller and Texas Eastern Transmission Corporation (Seller Meter No. 4198) at Ragley, Beauregard Parish, Louisiana. (Ragley-TET #1006217) | 42% |
| 19. Existing Point of Interconnection between Seller and Trunkline Gas Company (Seller Meter No. 4215) at Ragley, Beauregard Parish, Louisiana. (Ragley-Trunkline #1006218) | 42% |
| 20. Existing Point of Interconnection between Seller and Tennessee Gas Transmission Company (Seller Meter No. 3371) at Kinder, Allen Parish, Louisiana. (Kinder Tenn #1006149)** | 42% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 21. Existing Point of Interconnection between Seller and Texas Gas Transmission Corporation (Seller Meter Nos. 3227, 4314, 4457) at Eunice, Evangeline Parish, Louisiana. (Eunice Mamou Tx Gas #1006923) | 42% |
| 22. Suction Side of Seller's Compressor Station 50 at the Existing Point of Interconnection between Seller's Central Louisiana Lateral and Seller's Mainline Evangeline Parish, Louisiana. (Station 50 #1000040) | 61% |
| 23. Existing Point of Interconnection between Seller and Columbia Gulf Transmission Corporation (Seller Meter No. 3142) at Eunice, Evangeline Parish, Louisiana. (Eunice Evangeline Col. Gulf #1006414) | 61% |
| 24. Discharge Side of Seller's Compressor Station 54 at Seller's Washington Storage Field, St. Landry Parish, Louisiana (Station 54 #1002687) | 61% |
| 25. Existing Point of Interconnection between Seller and Acadian Pipeline (Seller Meter No. 3506) in Pointe Coupee Parish, Louisiana. (Morganza-Acadian Pipeline #1003413) | 61% |
| 26. Existing Point of Interconnection (Seller Meter No. 3272) at M.P. 566.92, Morganza Field, Point Coupee Parish, Louisiana. (Morganza Field) | 61% |
| 27. Existing Point of Interconnection between Seller and Meter named West Feliciana Parish-Creole (Seller Meter No. 4464), in West Feliciana Parish, Louisiana. (West Feliciana Parish-Creole #1007165) | 61% |
| 28. Existing Point of Interconnection between Seller and Mid-Louisiana Gas Company (Seller Meter Nos. 4137, 4184, 3229) at Ethel, East Feliciana Parish, Louisiana. (Ethel-Mid LA #1006083) | 61% |
| 29. Existing Point of Interconnection between Seller and Meter named Liverpool Northwest (Seller Meter No. 3390), in St. Helena Parish, Louisiana. (Liverpool Northwest) | 61% |
| 30. Suction Side of Seller's Compressor Station 62 on Seller's Southeast Louisiana Lateral in Terrebonne Parish, Louisiana. (Station 62 #1000762) | 39% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 31. Existing Point of Interconnection between Seller and Meter named Texas Gas-Thibodeaux (Seller Meter No. 3533), in Lafourche Parish, Louisiana. (TXGT-Thibodeaux #1007206) | 39% |
| 32. Existing Point of Interconnection between Seller and Meter named Romeville-Cypress Gas Pipeline (Seller Meter No. 4410) in St. James Parish, Louisiana. (Romeville-Cypress Gas Pipeline #1000580) | 39% |
| 33. Existing Point of Interconnection between Seller and Meter named St. James CCIPC (Seller Meter No. 4462) in St James Parish, Louisiana. (St. James CCPIC #1007164)** | 39% |
| 34. Existing Point of Interconnection between Seller and Meter named St. James Faustina (St. Amelia) (Seller Meter No. 3328), in St. James Parish, Louisiana. (St. James Faustina (St. Amelia) #1006268)** | 39% |
| 35. Existing Point of Interconnection between Seller and Meter named St James Acadian (Seller Meter No. 4366), in St. James Parish, Louisiana. (St. James Acadian #1006677)** | 39% |
| 36. Existing Point of Interconnection between Seller and Meter named Livingston-Flare (Seller Meter No. 3450), in Livingston Parish, Louisiana. (Livingston-Flare) | 39% |
| 37. Existing Point of Interconnection between Seller and Florida Gas Transmission Company (Seller Meter No. 3217) at St. Helena, St. Helena Parish, Louisiana. (St. Helena FGT #1006267) | 39% |
| 38. Existing Point of Interconnection between Seller and Meter named Beaver Dam Creek (Seller Meter No. 3536), in St. Helena Parish, Louisiana. (Beaver Dam Creek #1008218) | 39% |
| 39. Suction Side of Seller's Compressor Station 65 at the Existing Point of Interconnection between Seller's Southeast Louisiana Lateral and Seller's Mainline St. Helena Parish, Louisiana. (Station 65 #1000065) | 100% |
| 40. Existing Point of Interconnection between Seller and Meter named Amite County – J.P. (Seller Meter No. 3332), in Amite County, Mississippi. (Amite County – J.P. #9000163) | 100% |
| 41. Existing Point of Interconnection between Seller and Meter named McComb (Seller Meter No. 3461), in Pike County, Mississippi. (McComb #1002726) | 100% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 42. Existing Point of Interconnection between Seller and Koch Gas Pipe Line Company at Holmesville (Seller Meter No. 3150), Pike County, Mississippi. (Holmesville-Koch #1003170) | 100% |
| 43. Discharge Side of Seller's Compressor Station 70 at M.P. 661.77 in Walthall County, Mississippi. (M.P. 661.7-Station 70 Discharge) | 100% |
| 44. Existing Point of Interconnection between Seller and Koch Gas Pipeline Company at Walthall (Seller Meter No. 3095) in Walthall County, Mississippi. (Walthall-Koch) | 100% |
| 45. Existing Point of Interconnection between Seller and Meter named Darbun-Pruett 34-10 (Seller Meter No. 3446) at M.P. 668.46 on Seller's Main Transmission Line, Darbun Field, Walthall County, Mississippi. (Darbun Pruett #1006750) | 100% |
| 46. Existing Point of Interconnection between Seller and Meter named Ivy Newsome (Seller Meter No. 3413) in Marion County, Mississippi. (Ivy Newsome) | 100% |
| 47. Existing Point of Interconnection between Seller and West Oakvale Field at M.P. 680.47-Marion County, Mississippi. (M.P. 680.47-West Oakvale Field) | 100% |
| 48. Existing Point of Interconnection between Seller and East Morgantown Field at M.P. 680.47 in Marion County, Mississippi. (M.P. 680.47-E. Morgantown Field) | 100% |
| 49. Existing Point of Interconnection between Seller and Greens Creek Field, at M.P. 681.84 Marion County, Mississippi. (M.P. 681.84 Greens Creek Field) | 100% |
| 50. Existing Point of Interconnection between Seller and Meter named M.P. 685.00-Oakville Unit 6-6 in Jefferson Davis County, Mississippi. (M.P. 685.00-Oakville Unit 6-6) | 100% |
| 51. Existing Point of Interconnection between Seller and Meter named M.P. 687.23-Oakvale Field in Marion County, Mississippi. (M.P. 687.23-Oakvale Field) | 100% |
| 52. Existing Point of Interconnection between Seller and Bassfield at named M.P. 696.40 in Marion County, Mississippi. (M.P. 696.40 Bassfield) | 100% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 53. Existing Point of Interconnection between Seller and Meter named Lithium/Holiday Creek-Frm (Seller Meter No. 3418), in Jefferson Davis County, Mississippi. (Lithium/Holiday Creek-Frm) | 100% |
| 54. Existing Point of Interconnection between Seller and S. W. Sumrall Field and Holiday Creek at M.P. 692.05-Holiday Creek in Jefferson Davis, Mississippi. (M.P. 692.05-Holiday Creek) | 100% |
| 55. Existing Point of Interconnection between Seller and ANR Pipe Line Company at Holiday Creek (Seller Meter No. 3241), Jefferson Davis County, Mississippi. (Holiday Creek-ANR #1007159) | 100% |
| 56. Existing Point of Interconnection between Seller and Aim Pipeline at Jeff Davis (Seller Meter No. 3252), Jefferson Davis County, Mississippi. (Jefferson Davis County-Aim Pipeline TP#1006579) | 100% |
| 57. Existing Point of Interconnection between Seller and Meter named Jefferson Davis-Frm (Seller Meter No. 4420), in Jefferson Davis County, Mississippi. (Jefferson Davis-Frm) | 100% |
| 58. Existing Point of Interconnection between Seller and Carson Dome Field M.P. 696.41, in Jefferson Davis County, Mississippi. (M.P. 696.41-Carson Dome Field) | 100% |
| 59. Existing Point of Interconnection between Seller and Meter Station named Bassfield-ANR Company at M.P. 703.17 on Seller's Main Transmission Line (Seller Meter No. 3238), Covington County, Mississippi. (Bassfield-ANR) | 100% |
| 60. Existing Point of Interconnection between Seller and Meter named Patti Bihm #1 (Seller Meter No. 3468), in Covington County, Mississippi. (Patty Bihm #1) | 100% |
| 61. Discharge Side of Seller's Compressor at Seller's Eminence Storage Field (Seller Meter No. 4166 and 3160) in Covington County, Mississippi. (Eminence Storage #1002689) | 100% |
| 62. Existing Point of Interconnection between Seller and Meter named Sun Speed #1 in Covington County, Mississippi. (Sun Speed #1 #1000085) | 100% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|---|---|
| 63. Existing Point of Interconnection between Seller and Hattiesburg-First Reserve in Covington County, Mississippi. (Hattiesburg-First Reserve Storage #1001686) | 100% |
| 64. Existing Point at M.P. 719.58 on Seller's Main Transmission Line (Seller Meter No. 3544), Centerville Dome Field, Jones County, Mississippi. (Centerville Dome Field #1001532) | 100% |
| 65. Existing Point of Interconnection between Seller and Meter Named Calhoun (Seller Meter No. 3404), in Jones County, Mississippi. (Calhoun) | 100% |
| 66. Existing Point at M.P. 727.78 on Seller's Main Transmission Line, Jones County, Mississippi. (Jones County - Gitano) | 100% |
| 67. Existing Point of Interconnection between Seller and a Meter named Koch Reedy Creek (Seller Meter No. 3333), Jones County, Mississippi. (Reedy Creek Koch #1000670) | 100% |
| 68. Existing Point of Interconnection between Seller and Meter named Sharon Field (Seller Meter No. 3000), in Jones County, Mississippi. (Sharon Field #1001327) | 100% |
| 69. Existing Point of Interconnection between Seller and Tennessee Gas Transmission Company at Heidelberg (Seller Meter No. 3109), Jasper County, Mississippi. (Heidelberg Tenn #1006120) | 100% |
| 70. Existing Point of Interconnection between Seller and Aim Pipeline at Clarke (Seller Meter No. 3254), Clarke County, Mississippi. (Clarke County Aim Pipeline #1006047) | 100% |
| 71. Existing Point of Interconnection between Seller and Meter named Clarke County-Koch at M.P. 757.29 in Clarke County, Mississippi. (Clarke County Koch) | 100% |
| 72. Existing Point of Interconnection between Seller's Mainline and Mobile Bay Lateral at M.P. 784.66 in Choctaw County, Alabama (Station 85-Mobile Bay Pool) | 100% |
| 73. Existing Point of Interconnection between Seller's Mainline and Mobile Bay Lateral at M.P. 784.66 in Choctaw County, Alabama (Station 85 #1000105) | 100% |
| 74. Existing Point of Interconnection between Seller and Magnolia Pipeline in Chilton County, Alabama. (Magnolia Pipeline Interconnect #1001808) | 100% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|---|---|
| 75. Existing Point of Interconnection between Seller and Southern Natural Gas Company, (Seller Meter No. 4087) at Jonesboro, Clayton County, Georgia. (Jonesboro-SNG #1003176) | 100% |

Buyer shall not tender, without the prior consent of Seller, at any point(s) of receipt on any day a quantity in excess of the applicable Buyer's Cumulative Mainline Capacity Entitlement for such point(s) of receipt.

* These quantities do not include the additional quantities of gas retained by Seller for applicable compressor fuel and line loss make-up provided for in Article V, 2 of this Service Agreement, which are subject to change as provided for in Article V, 2 hereof. Therefore, Buyer shall also deliver or cause to be delivered at the receipt points such additional quantities of gas in kind to be retained by Seller for compressor fuel and line loss make-up.

** Receipt of gas by displacement only.

EXHIBIT B

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS AUTHORITY OF GEORGIA, AS BUYER, DATED Feb 16, 2006.

Point(s) of Delivery

1. Covington Meter Station, located at mile post 1074.57 on Seller's main transmission line, adjacent to Georgia State Highway No. 81, Walton County, Georgia
2. Seller's Eminence Storage Field, Covington County, Mississippi.

Pressures

Not less than fifty (50) pounds per square inch gauge.

Prevailing pressure in Seller's pipeline system not to exceed maximum allowable operating pressure.

EXHIBIT C

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN
TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS
AUTHORITY OF GEORGIA, AS BUYER, DATED Feb. 14, 2006.

Specification of Negotiated Rate and Term

None

EXHIBIT D

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN
TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS
AUTHORITY OF GEORGIA, AS BUYER, DATED Feb. 16, 2006.

| <u>Month</u> | <u>FT Entitlement (Dt/d)</u> |
|--------------|------------------------------|
| January | 5,175 |
| February | 5,175 |
| March | 5,175 |
| April | 5,175 |
| May | 4,620 |
| June | 4,620 |
| July | 4,620 |
| August | 4,115 |
| September | 4,620 |
| October | 5,175 |
| November | 5,175 |
| December | 5,175 |

AMENDMENT TO SERVICE AGREEMENT

THIS AMENDMENT ("Amendment") is entered into this 16 day of February, 2006, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as "Buyer," second party.

WITNESSETH

WHEREAS, Seller and Buyer are parties to a Service Agreement, dated January 1, 2006 (Seller's contract number 9035026), under Seller's Rate Schedule FT, pursuant to which Seller provides firm transportation service of up to a Transportation Contract Quantity as set forth in Exhibit D through Seller's pipeline system; and

WHEREAS, Seller and Buyer have mutually agreed to extend the primary term of the Service Agreement.

NOW THEREFORE, Seller and Buyer hereby agree to amend the Service Agreement as follows:

- 1. Article IV of the Service Agreement is hereby deleted in its entirety and replaced by the following:

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective as of January 1, 2006 and shall remain in force and effect until 9:00 a.m. Central Clock Time March 31, 2007 and thereafter until terminated by Seller or Buyer upon at least three (3) years written notice; 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 reasonable 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. As set forth in Section 8 of Article II of Seller's August 7, 1989 revised Stipulation and Agreement in Docket Nos. RP88-68 et.al., (a) pregranted abandonment under Section 284.221(d) of the Commission's Regulations shall not apply to any long term conversions from firm sales service to transportation service under Seller's Rate Schedule FT and (b) Seller shall not exercise its right to terminate this service agreement as it applies to transportation service resulting from conversions from firm sales service so long as Buyer is willing to pay rates no less favorable than Seller is otherwise able to collect from third parties for such service.

- 2. Except as herein amended, the Service Agreement shall remain in full force and effect pursuant to the terms thereof.

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

TRANSCONTINENTAL GAS PIPE LINE CORPORATION ("SELLER")

MUNICIPAL GAS AUTHORITY OF GEORGIA ("BUYER")

By Paul F. Egnor III
Paul F. Egnor III
Director - Marketing Services

By Michael J. Frey

Name: Michael J. Frey

Title VP, Gas Supply & Operations

CH
LJC
JPB

Contract # 9035027

SERVICE AGREEMENT

between

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

and

MUNICIPAL GAS AUTHORITY OF GEORGIA

SERVICE AGREEMENT

THIS AGREEMENT entered into this 16th day of February, 2006, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as "Buyer," second party,

WITNESSETH

WHEREAS, Seller owns and operates an interstate gas pipeline system; and

WHEREAS, Seller and East Central Alabama Gas District are parties to a Service Agreement, dated February 1, 1992 (Seller's contract number 1003008), under Seller's Rate Schedule FT, pursuant to which Seller provides firm transportation service of up to a Transportation Contract Quantity as set forth in Exhibit C through Seller's pipeline system; and

WHEREAS, pursuant to Section 42 of the General Terms and Conditions of Seller's FERC Gas Tariff, East Central Alabama Gas District has permanently relinquished and released to Buyer the Transportation Contract Quantity as set forth in Exhibit C under that Service Agreement effective as of January 1, 2006; and

WHEREAS, Buyer has agreed to such permanent capacity release and is willing to assume all rights and obligations of East Central Alabama Gas District for the Transportation Contract Quantity as set forth in Exhibit C pursuant to the terms and conditions of this agreement.

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 FT, 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 a firm basis, up to a Transportation Contract Quantity ("TCQ") as set forth in Exhibit D.

2. Transportation service rendered hereunder shall not be subject to curtailment or interruption except as provided in Section 11 and, if applicable, Section 42 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, the pressure of the gas delivered or caused to be delivered by Buyer shall not exceed the maximum operating pressure(s) of Seller's pipeline system at such point(s) of receipt. In the event the maximum operating pressure(s) 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(s) of the gas delivered or caused to be delivered by Buyer to Seller at the point(s) of receipt shall be

SERVICE AGREEMENT (Continued)

correspondingly increased or decreased upon written notification of Seller to Buyer. The point(s) of receipt for natural gas received for transportation pursuant to this agreement shall be:

See Exhibit A, attached hereto, for points of receipt.

ARTICLE III
POINT (S) OF DELIVERY

Seller shall redeliver to Buyer or for the account of Buyer the gas transported hereunder at the following point(s) of delivery and at a pressure(s) of:

See Exhibit B, attached hereto, for points of delivery and pressures.

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective as of January 1, 2006, and shall remain in force and effect until 9:00 a.m. Central Clock Time March 31, 2006 and thereafter until terminated by Seller or Buyer upon at least three (3) years written notice; 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 reasonable 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. As set forth in Section 8 of Article II of Seller's August 7, 1989 revised Stipulation and Agreement in Docket Nos. RP88-68 et.al., (a) pregranted abandonment under Section 284.221 (d) of the Commission's Regulations shall not apply to any long term conversions from firm sales service to transportation service under Seller's Rate Schedule FT and (b) Seller shall not exercise its right to terminate this service agreement as it applies to transportation service resulting from conversions from firm sales service so long as Buyer is willing to pay rates no less favorable than Seller is otherwise able to collect from third parties for such service.

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 FT 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 in 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 C 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, line loss make-up (and injection fuel under Seller's Rate Schedule GSS, if applicable) in providing the transportation service hereunder, which quantity may be changed from time to time and which will be specified in the currently effective Sheet No. 44 of Volume No. 1 of this Tariff which relates to service under this agreement and which is incorporated herein.

3. In addition to the applicable charges for firm transportation service pursuant to Section 3 of Seller's Rate Schedule FT, Buyer shall reimburse Seller for any and all filing fees incurred as a result of

SERVICE AGREEMENT (Continued)

Buyer's request for service under Seller's Rate Schedule FT, 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:

None.

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: Director – Marketing Services

(b) If to Buyer:
Municipal Gas Authority of Georgia
104 TownPark Drive
Kennesaw, Georgia 30144
Attn: Arthur C. Corbin

SERVICE AGREEMENT (Continued)

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 Paul F. Egner III
Paul F. Egner III
Director, Marketing Services

HA
LPC
DKE

MUNICIPAL GAS AUTHORITY OF GEORGIA
(Buyer)

By Michael J. Frey
Michael J. Frey
VP, Gas Supply & Operations

EXHIBIT A

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS AUTHORITY OF GEORGIA, AS BUYER, DATED Feb. 16, 2006.

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|---|---|
| 1. Suction Side of Seller's Compressor Station 30 at the Existing Point of Interconnection between Seller's Central Texas Lateral and Seller's Mainline at Wharton County, Texas. (Station 30 #1000007) | 17% |
| 2. Existing Point of Interconnection between Seller and Valero Interstate Pipeline Company (Seller Meter No. 3396) at Wharton County, Texas. (Wharton Valero #1096690) | 17% |
| 3. Existing Point of Interconnection between Seller and Meter named Spanish Camp (Seller Meter No. 3365) Wharton County, Texas. (Spanish Camp-Delhi #1006895) | 17% |
| 4. Existing Point of Interconnection between Seller and Meter named Denton Cooley #1 (Seller Meter No. 3331), in Fort Bend County, Texas. (Denton Cooley #1) | 17% |
| 5. Existing Point of Interconnection between Seller and Meter named Randon East (Fulshear) (Seller Meter No. 1427), in Fort Bend County, Texas. (Randon East Fulshear) | 17% |
| 6. Existing Point of Interconnection between Seller and Houston Pipeline Company (Seller Meter No. 3364) at Fulshear, Fort Bend County, Texas. (Fulshear-HPL) | 17% |
| 7. Existing Point of Interconnection between Seller and Meter named White Oak Bayou-Kinder Morgan Tejas Pipeline (Seller Meter No. 3545), in Harris County, Texas. (White Oak Bayou-Tejas #1001036) | 17% |
| 8. Existing Point of Interconnection between Seller and Houston Pipeline Company (Seller Meter No. 4359) at Bammel, Harris County, Texas. (Bammel-HPL #1006014) | 17% |
| 9. Existing Point of Interconnection between Seller and Delhi Pipeline Company (Seller Meter No. 3346) at Hardin County, Texas. (Hardin-Delhi #1006696) | 17% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 10. Existing Point of Interconnection between Seller and Meter named Vidor Field Junction (Seller Meter No. 3554), in Jasper County, Texas. (Vidor Ames #1002337) | 17% |
| 11. Existing Point of Interconnection between Seller and Meter named Starks McConathy (Seller Meter No. 3535), in Calcasieu Parish, Louisiana.(Starks McConathy #1007346) | 17% |
| 12. Existing Point of Interconnection between Seller and Meter named DeQuincy Intercon (Seller Meter No. 2698), in Calcasieu Parish, Louisiana. (DeQuincy Intercon) | 17% |
| 13. Existing Point of Interconnection between Seller and Meter named DeQuincy Great Scott (Seller Meter No. 3357), in Calcasieu Parish, Louisiana. (DeQuincy Great Scott) | 17% |
| 14. Existing Point of Interconnection between Seller and Meter named Perkins-Phillips (Seller Meter No. 3532), in Calcasieu Parish, Louisiana. (Perkins-Phillips) | 17% |
| 15. Existing Point of Interconnection between Seller and Meter named Perkins (Intercon) (Seller Meter No. 3395), in Calcasieu Parish, Louisiana. (Perkins Intercon) | 17% |
| 16. Existing Point of Interconnection between Seller and Meter named Perkins East (Seller Meter No. 2369), in Beauregard Parish, Louisiana. (Perkins East) | 17% |
| 17. Discharge Side of Seller's Compressor Station 45 at the Existing Point of Interconnection between Seller's Southwest Louisiana Lateral and Seller's Mainline Beauregard Parish, Louisiana. (Station 45 #1000026) | 42% |
| 18 Existing Point of Interconnection between Seller and Texas Eastern Transmission Corporation (Seller Meter No. 4198) at Ragley, Beauregard Parish, Louisiana. (Ragley-TET #1006217) | 42% |
| 19. Existing Point of Interconnection between Seller and Trunkline Gas Company (Seller Meter No. 4215) at Ragley, Beauregard Parish, Louisiana. (Ragley-Trunkline #1006218) | 42% |
| 20. Existing Point of Interconnection between Seller and Tennessee Gas Transmission Company (Seller Meter No. 3371) at Kinder, Allen Parish, Louisiana. (Kinder Tenn #1006149)** | 42% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 21. Existing Point of Interconnection between Seller and Texas Gas Transmission Corporation (Seller Meter Nos. 3227, 4314, 4457) at Eunice, Evangeline Parish, Louisiana. (Eunice Mamou Tx Gas #1006923) | 42% |
| 22. Suction Side of Seller's Compressor Station 50 at the Existing Point of Interconnection between Seller's Central Louisiana Lateral and Seller's Mainline Evangeline Parish, Louisiana. (Station 50 #1000040) | 61% |
| 23. Existing Point of Interconnection between Seller and Columbia Gulf Transmission Corporation (Seller Meter No. 3142) at Eunice, Evangeline Parish, Louisiana. (Eunice Evangeline Col. Gulf #1006414) | 61% |
| 24. Discharge Side of Seller's Compressor Station 54 at Seller's Washington Storage Field, St. Landry Parish, Louisiana (Station 54 #1002687) | 61% |
| 25. Existing Point of Interconnection between Seller and Acadian Pipeline (Seller Meter No. 3506) in Pointe Coupee Parish, Louisiana. (Morganza-Acadian Pipeline #1003413) | 61% |
| 26. Existing Point of Interconnection (Seller Meter No. 3272) at M.P. 566.92, Morganza Field, Point Coupee Parish, Louisiana. (Morganza Field) | 61% |
| 27. Existing Point of Interconnection between Seller and Meter named West Feliciana Parish-Creole (Seller Meter No. 4464), in West Feliciana Parish, Louisiana. (West Feliciana Parish-Creole #1007165) | 61% |
| 28. Existing Point of Interconnection between Seller and Mid-Louisiana Gas Company (Seller Meter Nos. 4137, 4184, 3229) at Ethel, East Feliciana Parish, Louisiana. (Ethel-Mid LA #1006083) | 61% |
| 29. Existing Point of Interconnection between Seller and Meter named Liverpool Northwest (Seller Meter No. 3390), in St. Helena Parish, Louisiana. (Liverpool Northwest) | 61% |
| 30. Suction Side of Seller's Compressor Station 62 on Seller's Southeast Louisiana Lateral in Terrebonne Parish, Louisiana. (Station 62 #1000762) | 39% |
| 31. Existing Point of Interconnection between Seller and Meter named Texas Gas-Thibodeaux (Seller Meter No. 3533), in Lafourche Parish, Louisiana. (TXGT-Thibodeaux #1007206) | 39% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 32. Existing Point of Interconnection between Seller and Meter named Romeville-Cypress Gas Pipeline (Seller Meter No. 4410) in St. James Parish, Louisiana. (Romeville-Cypress Gas Pipeline #1000580) | 39% |
| 33. Existing Point of Interconnection between Seller and Meter named St. James CCIPC (Seller Meter No. 4462) in St James Parish, Louisiana. (St. James CCPIC #1007164)** | 39% |
| 34. Existing Point of Interconnection between Seller and Meter named St. James Faustina (St. Amelia) (Seller Meter No. 3328), in St. James Parish, Louisiana. (St. James Faustina (St. Amelia) #1006268)** | 39% |
| 35. Existing Point of Interconnection between Seller and Meter named St James Acadian (Seller Meter No. 4366), in St. James Parish, Louisiana. (St. James Acadian #1006677)** | 39% |
| 36. Existing Point of Interconnection between Seller and Meter named Livingston-Flare (Seller Meter No. 3450), in Livingston Parish, Louisiana. (Livingston-Flare) | 39% |
| 37. Existing Point of Interconnection between Seller and Florida Gas Transmission Company (Seller Meter No. 3217) at St. Helena, St. Helena Parish, Louisiana. (St. Helena FGT #1006267) | 39% |
| 38. Existing Point of Interconnection between Seller and Meter named Beaver Dam Creek (Seller Meter No. 3536), in St. Helena Parish, Louisiana. (Beaver Dam Creek #1008218) | 39% |
| 39. Suction Side of Seller's Compressor Station 65 at the Existing Point of Interconnection between Seller's Southeast Louisiana Lateral and Seller's Mainline St. Helena Parish, Louisiana. (Station 65 #1000065) | 100% |
| 40. Existing Point of Interconnection between Seller and Meter named Amite County – J.P. (Seller Meter No. 3332), in Amite County, Mississippi. (Amite County – J.P. #9000163) | 100% |
| 41. Existing Point of Interconnection between Seller and Meter named McComb (Seller Meter No. 3461), in Pike County, Mississippi. (McComb #1002726) | 100% |
| 42. Existing Point of Interconnection between Seller and Koch Gas Pipe Line Company at Holmesville (Seller Meter No. 3150), Pike County, Mississippi. (Holmesville-Koch #1003170) | 100% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCO each day)*</u> |
|--|---|
| 43. Discharge Side of Seller's Compressor Station 70 at M.P. 661.77 in Walthall County, Mississippi. (M.P. 661.7-Station 70 Discharge) | 100% |
| 44. Existing Point of Interconnection between Seller and Koch Gas Pipeline Company at Walthall (Seller Meter No. 3095) in Walthall County, Mississippi. (Walthall-Koch) | 100% |
| 45. Existing Point of Interconnection between Seller and Meter named Darbun-Pruett 34-10 (Seller Meter No. 3446) at M.P. 668.46 on Seller's Main Transmission Line, Darbun Field, Walthall County, Mississippi. (Darbun Pruett #1006750) | 100% |
| 46. Existing Point of Interconnection between Seller and Meter named Ivy Newsome (Seller Meter No. 3413) in Marion County, Mississippi. (Ivy Newsome) | 100% |
| 47. Existing Point of Interconnection between Seller and West Oakvale Field at M.P. 680.47-Marion County, Mississippi. (M.P. 680.47-West Oakvale Field) | 100% |
| 48. Existing Point of Interconnection between Seller and East Morgantown Field at M.P. 680.47 in Marion County, Mississippi. (M.P. 680.47-E. Morgantown Field) | 100% |
| 49. Existing Point of Interconnection between Seller and Greens Creek Field, at M.P. 681.84 Marion County, Mississippi. (M.P. 681.84 Greens Creek Field) | 100% |
| 50. Existing Point of Interconnection between Seller and Meter named M.P. 685.00-Oakville Unit 6-6 in Jefferson Davis County, Mississippi. (M.P. 685.00-Oakville Unit 6-6) | 100% |
| 51. Existing Point of Interconnection between Seller and Meter named M.P. 687.23-Oakvale Field in Marion County, Mississippi. (M.P. 687.23-Oakvale Field) | 100% |
| 52. Existing Point of Interconnection between Seller and Bassfield at named M.P. 696.40 in Marion County, Mississippi. (M.P. 696.40 Bassfield) | 100% |
| 53. Existing Point of Interconnection between Seller and Meter named Lithium/Holiday Creek-Frm (Seller Meter No. 3418), in Jefferson Davis County, Mississippi. (Lithium/Holiday Creek-Frm) | 100% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 54. Existing Point of Interconnection between Seller and S. W. Sumrall Field and Holiday Creek at M.P. 692.05-Holiday Creek in Jefferson Davis, Mississippi. (M.P. 692.05-Holiday Creek) | 100% |
| 55. Existing Point of Interconnection between Seller and ANR Pipe Line Company at Holiday Creek (Seller Meter No. 3241), Jefferson Davis County, Mississippi. (Holiday Creek-ANR #1007159) | 100% |
| 56. Existing Point of Interconnection between Seller and Aim Pipeline at Jeff Davis (Seller Meter No. 3252), Jefferson Davis County, Mississippi. (Jefferson Davis County-Aim Pipeline TP#1006579) | 100% |
| 57. Existing Point of Interconnection between Seller and Meter named Jefferson Davis-Frm (Seller Meter No. 4420), in Jefferson Davis County, Mississippi. (Jefferson Davis-Frm) | 100% |
| 58. Existing Point of Interconnection between Seller and Carson Dome Field M.P. 696.41, in Jefferson Davis County, Mississippi. (M.P. 696.41-Carson Dome Field) | 100% |
| 59. Existing Point of Interconnection between Seller and Meter Station named Bassfield-ANR Company at M.P. 703.17 on Seller's Main Transmission Line (Seller Meter No. 3238), Covington County, Mississippi. (Bassfield-ANR) | 100% |
| 60. Existing Point of Interconnection between Seller and Meter named Patti Bihm #1 (Seller Meter No. 3468), in Covington County, Mississippi. (Patty Bihm #1) | 100% |
| 61. Discharge Side of Seller's Compressor at Seller's Eminence Storage Field (Seller Meter No. 4166 and 3160) in Covington County, Mississippi. (Eminence Storage #1002689) | 100% |
| 62. Existing Point of Interconnection between Seller and Meter named Sun Speed #1 in Covington County, Mississippi. (Sun Speed #1 #1000085) | 100% |
| 63. Existing Point of Interconnection between Seller and Hattiesburg-First Reserve in Covington County, Mississippi. (Hattiesburg-First Reserve Storage #1001686) | 100% |
| 64. Existing Point at M.P. 719.58 on Seller's Main Transmission Line (Seller Meter No. 3544), Centerville Dome Field, Jones County, Mississippi. (Centerville Dome Field #1001532) | 100% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCO each day)*</u> |
|---|---|
| 65. Existing Point of Interconnection between Seller and Meter Named Calhoun (Seller Meter No. 3404), in Jones County, Mississippi. (Calhoun) | 100% |
| 66. Existing Point at M.P. 727.78 on Seller's Main Transmission Line, Jones County, Mississippi. (Jones County - Gitano) | 100% |
| 67. Existing Point of Interconnection between Seller and a Meter named Koch Reedy Creek (Seller Meter No. 3333), Jones County, Mississippi. (Reedy Creek Koch #1000670) | 100% |
| 68. Existing Point of Interconnection between Seller and Meter named Sharon Field (Seller Meter No. 3000), in Jones County, Mississippi. (Sharon Field #1001327) | 100% |
| 69. Existing Point of Interconnection between Seller and Tennessee Gas Transmission Company at Heidelberg (Seller Meter No. 3109), Jasper County, Mississippi. (Heidelberg Tenn #1006120) | 100% |
| 70. Existing Point of Interconnection between Seller and Aim Pipeline at Clarke (Seller Meter No. 3254), Clarke County, Mississippi. (Clarke County Aim Pipeline #1006047) | 100% |
| 71. Existing Point of Interconnection between Seller and Meter named Clarke County-Koch at M.P. 757.29 in Clarke County, Mississippi. (Clarke County Koch) | 100% |
| 72. Existing Point of Interconnection between Seller's Mainline and Mobile Bay Lateral at M.P. 784.66 in Choctaw County, Alabama (Station 85-Mobile Bay Pool) | 100% |
| 73. Existing Point of Interconnection between Seller's Mainline and Mobile Bay Lateral at M.P. 784.66 in Choctaw County, Alabama (Station 85 #1000105) | 100% |
| 74. Existing Point of Interconnection between Seller and Magnolia Pipeline in Chilton County, Alabama. (Magnolia Pipeline Interconnect #1001808) | 100% |

Buyer shall not tender, without the prior consent of Seller, at any point(s) of receipt on any day a quantity in excess of the applicable Buyer's Cumulative Mainline Capacity Entitlement for such point(s) of receipt.

* These quantities do not include the additional quantities of gas retained by Seller for applicable compressor fuel and line loss make-up provided for in Article V, 2 of this Service Agreement, which are subject to change as provided for in Article V, 2 hereof. Therefore, Buyer shall also deliver or cause to be delivered at the receipt points such additional quantities of gas in kind to be retained by Seller for compressor fuel and line loss make-up.

** Receipt of gas by displacement only.

EXHIBIT B

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS AUTHORITY OF GEORGIA, AS BUYER, DATED Feb 16, 2006.

Point(s) of Delivery

Pressures

- | | |
|--|--|
| 1. Goodwater Meter Station, located on Seller's main transmission line, adjacent to U.S. Highway No. 241, approximately 4 miles northwest of Alexander City, Tallapoosa County, Alabama. | Not less than fifty (50) pounds per square inch gauge or at such other pressures as may be agreed upon in the day-to-day operations of Buyer and Seller. |
| 2. Ashland-Lineville Meter Station, located at mile post 952.95 on Seller's main transmission line in Tallapoosa County, Alabama. | Not less than fifty (50) pounds per square inch gauge or at such other pressures as may be agreed upon in the day-to-day operations of Buyer and Seller. |
| 3. Seller's Eminence Storage Field, Covington County, Mississippi. | Prevailing pressure in Seller's pipeline system not to exceed maximum allowable operating pressure. |

EXHIBIT C

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN
TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS
AUTHORITY OF GEORGIA, AS BUYER, DATED Feb 16, 2006.

Specification of Negotiated Rate and Term

None

EXHIBIT D

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN
TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS
AUTHORITY OF GEORGIA, AS BUYER, DATED Feb. 16, 2006.

| <u>Month</u> | <u>FT Entitlement (Dt/d)</u> |
|--------------|------------------------------|
| January | 2,888 |
| February | 2,888 |
| March | 2,434 |
| April | 2,176 |
| May | 1,617 |
| June | 1,606 |
| July | 1,606 |
| August | 1,604 |
| September | 1,617 |
| October | 2,176 |
| November | 2,434 |
| December | 2,888 |

AMENDMENT TO SERVICE AGREEMENT

THIS AMENDMENT ("Amendment") is entered into this 16 day of February, 2006, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as "Buyer," second party.

WITNESSETH

WHEREAS, Seller and Buyer are parties to a Service Agreement, dated January 1, 2006 (Seller's contract number 9035027), under Seller's Rate Schedule FT, pursuant to which Seller provides firm transportation service of up to a Transportation Contract Quantity as set forth in Exhibit D through Seller's pipeline system; and

WHEREAS, Seller and Buyer have mutually agreed to extend the primary term of the Service Agreement.

NOW THEREFORE, Seller and Buyer hereby agree to amend the Service Agreement as follows:

- 1. Article IV of the Service Agreement is hereby deleted in its entirety and replaced by the following:

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective as of January 1, 2006 and shall remain in force and effect until 9:00 a.m. Central Clock Time March 31, 2007 and thereafter until terminated by Seller or Buyer upon at least three (3) years written notice; 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 reasonable 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. As set forth in Section 8 of Article II of Seller's August 7, 1989 revised Stipulation and Agreement in Docket Nos. RP88-68 et.al., (a) pregranted abandonment under Section 284.221(d) of the Commission's Regulations shall not apply to any long term conversions from firm sales service to transportation service under Seller's Rate Schedule FT and (b) Seller shall not exercise its right to terminate this service agreement as it applies to transportation service resulting from conversions from firm sales service so long as Buyer is willing to pay rates no less favorable than Seller is otherwise able to collect from third parties for such service.

- 2. Except as herein amended, the Service Agreement shall remain in full force and effect pursuant to the terms thereof.

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

TRANSCONTINENTAL GAS PIPE LINE CORPORATION ("SELLER")

MUNICIPAL GAS AUTHORITY OF GEORGIA ("BUYER")

By Paul F. Egner III
Paul F. Egner III
Director - Marketing Services

By Michael J. Frey
Name: Michael J. Frey
Title VP, Gas Supply & Operations

cut
JFB

Contract # 9035028

SERVICE AGREEMENT

between

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

and

MUNICIPAL GAS AUTHORITY OF GEORGIA

SERVICE AGREEMENT

THIS AGREEMENT entered into this 16th day of February, 2006, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as "Buyer," second party,

WITNESSETH

WHEREAS, Seller owns and operates an interstate gas pipeline system; and

WHEREAS, Seller and City of Elberton, Georgia are parties to a Service Agreement, dated February 1, 1992 (Seller's contract number 1004831), under Seller's Rate Schedule FT, pursuant to which Seller provides firm transportation service of up to a Transportation Contract Quantity as set forth in Exhibit C through Seller's pipeline system; and

WHEREAS, pursuant to Section 42 of the General Terms and Conditions of Seller's FERC Gas Tariff, City of Elberton, Georgia has permanently relinquished and released to Buyer the Transportation Contract Quantity as set forth in Exhibit C under that Service Agreement effective as of January 1, 2006; and

WHEREAS, Buyer has agreed to such permanent capacity release and is willing to assume all rights and obligations of City of Elberton, Georgia for the Transportation Contract Quantity as set forth in Exhibit C pursuant to the terms and conditions of this agreement.

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 FT, 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 a firm basis, up to a Transportation Contract Quantity ("TCQ") as set forth in Exhibit D.

2. Transportation service rendered hereunder shall not be subject to curtailment or interruption except as provided in Section 11 and, if applicable, Section 42 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, the pressure of the gas delivered or caused to be delivered by Buyer shall not exceed the maximum operating pressure(s) of Seller's pipeline system at such point(s) of receipt. In the event the maximum operating pressure(s) 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(s) of the gas delivered or caused to be delivered by Buyer to Seller at the point(s) of receipt shall be

SERVICE AGREEMENT (Continued)

correspondingly increased or decreased upon written notification of Seller to Buyer. The point(s) of receipt for natural gas received for transportation pursuant to this agreement shall be:

See Exhibit A, attached hereto, for points of receipt.

ARTICLE III
POINT (S) OF DELIVERY

Seller shall redeliver to Buyer or for the account of Buyer the gas transported hereunder at the following point(s) of delivery and at a pressure(s) of:

See Exhibit B, attached hereto, for points of delivery and pressures.

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective as of January 1, 2006, and shall remain in force and effect until 9:00 a.m. Central Clock Time March 31, 2006 and thereafter until terminated by Seller or Buyer upon at least three (3) years written notice; 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 reasonable 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. As set forth in Section 8 of Article II of Seller's August 7, 1989 revised Stipulation and Agreement in Docket Nos. RP88-68 et.al., (a) pregranted abandonment under Section 284.221 (d) of the Commission's Regulations shall not apply to any long term conversions from firm sales service to transportation service under Seller's Rate Schedule FT and (b) Seller shall not exercise its right to terminate this service agreement as it applies to transportation service resulting from conversions from firm sales service so long as Buyer is willing to pay rates no less favorable than Seller is otherwise able to collect from third parties for such service.

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 FT 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 in 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 C 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, line loss make-up (and injection fuel under Seller's Rate Schedule GSS, if applicable) in providing the transportation service hereunder, which quantity may be changed from time to time and which will be specified in the currently effective Sheet No. 44 of Volume No. 1 of this Tariff which relates to service under this agreement and which is incorporated herein.

3. In addition to the applicable charges for firm transportation service pursuant to Section 3 of Seller's Rate Schedule FT, Buyer shall reimburse Seller for any and all filing fees incurred as a result of

SERVICE AGREEMENT (Continued)

Buyer's request for service under Seller's Rate Schedule FT, 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:

None.

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: Director – Marketing Services

(b) If to Buyer:
Municipal Gas Authority of Georgia
104 TownPark Drive
Kennesaw, Georgia 30144
Attn: Arthur C. Corbin

SERVICE AGREEMENT (Continued)

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 Paul F. Egner III
Paul F. Egner III
Director, Marketing Services

CA
LSC
DAG

MUNICIPAL GAS AUTHORITY OF GEORGIA
(Buyer)

By Michael J. Frey
Michael J. Frey
VP, Gas Supply & Operations

EXHIBIT A

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS AUTHORITY OF GEORGIA, AS BUYER, DATED Feb. 16, 2006.

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|---|---|
| 1. Suction Side of Seller's Compressor Station 30 at the Existing Point of Interconnection between Seller's Central Texas Lateral and Seller's Mainline at Wharton County, Texas. (Station 30 #1000007) | 17% |
| 2. Existing Point of Interconnection between Seller and Valero Interstate Pipeline Company (Seller Meter No. 3396) at Wharton County, Texas. (Wharton Valero #1096690) | 17% |
| 3. Existing Point of Interconnection between Seller and Meter named Spanish Camp (Seller Meter No. 3365) Wharton County, Texas. (Spanish Camp-Delhi #1006895) | 17% |
| 4. Existing Point of Interconnection between Seller and Meter named Denton Cooley #1 (Seller Meter No. 3331), in Fort Bend County, Texas. (Denton Cooley #1) | 17% |
| 5. Existing Point of Interconnection between Seller and Meter named Randon East (Fulshear) (Seller Meter No. 1427), in Fort Bend County, Texas. (Randon East Fulshear) | 17% |
| 6. Existing Point of Interconnection between Seller and Houston Pipeline Company (Seller Meter No. 3364) at Fulshear, Fort Bend County, Texas. (Fulshear-HPL) | 17% |
| 7. Existing Point of Interconnection between Seller and Meter named White Oak Bayou-Kinder Morgan Tejas Pipeline (Seller Meter No. 3545), in Harris County, Texas. (White Oak Bayou-Tejas #1001036) | 17% |
| 8. Existing Point of Interconnection between Seller and Houston Pipeline Company (Seller Meter No. 4359) at Bammel, Harris County, Texas. (Bammel-HPL #1006014) | 17% |
| 9. Existing Point of Interconnection between Seller and Delhi Pipeline Company (Seller Meter No. 3346) at Hardin County, Texas. (Hardin-Delhi #1006696) | 17% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 10. Existing Point of Interconnection between Seller and Meter named Vidor Field Junction (Seller Meter No. 3554), in Jasper County, Texas. (Vidor Ames #1002337) | 17% |
| 11. Existing Point of Interconnection between Seller and Meter named Starks McConathy (Seller Meter No. 3535), in Calcasieu Parish, Louisiana.(Starks McConathy #1007346) | 17% |
| 12. Existing Point of Interconnection between Seller and Meter named DeQuincy Intercon (Seller Meter No. 2698), in Calcasieu Parish, Louisiana. (DeQuincy Intercon) | 17% |
| 13. Existing Point of Interconnection between Seller and Meter named DeQuincy Great Scott (Seller Meter No. 3357), in Calcasieu Parish, Louisiana. (DeQuincy Great Scott) | 17% |
| 14. Existing Point of Interconnection between Seller and Meter named Perkins-Phillips (Seller Meter No. 3532), in Calcasieu Parish, Louisiana. (Perkins-Phillips) | 17% |
| 15. Existing Point of Interconnection between Seller and Meter named Perkins (Intercon) (Seller Meter No. 3395), in Calcasieu Parish, Louisiana. (Perkins Intercon) | 17% |
| 16. Existing Point of Interconnection between Seller and Meter named Perkins East (Seller Meter No. 2369), in Beauregard Parish, Louisiana. (Perkins East) | 17% |
| 17. Discharge Side of Seller's Compressor Station 45 at the Existing Point of Interconnection between Seller's Southwest Louisiana Lateral and Seller's Mainline Beauregard Parish, Louisiana. (Station 45 #1000026) | 42% |
| 18 Existing Point of Interconnection between Seller and Texas Eastern Transmission Corporation (Seller Meter No. 4198) at Ragley, Beauregard Parish, Louisiana. (Ragley-TET #1006217) | 42% |
| 19. Existing Point of Interconnection between Seller and Trunkline Gas Company (Seller Meter No. 4215) at Ragley, Beauregard Parish, Louisiana. (Ragley-Trunkline #1006218) | 42% |
| 20. Existing Point of Interconnection between Seller and Tennessee Gas Transmission Company (Seller Meter No. 3371) at Kinder, Allen Parish, Louisiana. (Kinder Tenn #1006149)** | 42% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 21. Existing Point of Interconnection between Seller and Texas Gas Transmission Corporation (Seller Meter Nos. 3227, 4314, 4457) at Eunice, Evangeline Parish, Louisiana. (Eunice Mamou Tx Gas #1006923) | 42% |
| 22. Suction Side of Seller's Compressor Station 50 at the Existing Point of Interconnection between Seller's Central Louisiana Lateral and Seller's Mainline Evangeline Parish, Louisiana. (Station 50 #1000040) | 61% |
| 23. Existing Point of Interconnection between Seller and Columbia Gulf Transmission Corporation (Seller Meter No. 3142) at Eunice, Evangeline Parish, Louisiana. (Eunice Evangeline Col. Gulf #1006414) | 61% |
| 24. Discharge Side of Seller's Compressor Station 54 at Seller's Washington Storage Field, St. Landry Parish, Louisiana (Station 54 #1002687) | 61% |
| 25. Existing Point of Interconnection between Seller and Acadian Pipeline (Seller Meter No. 3506) in Pointe Coupee Parish, Louisiana. (Morganza-Acadian Pipeline #1003413) | 61% |
| 26. Existing Point of Interconnection (Seller Meter No. 3272) at M.P. 566.92, Morganza Field, Point Coupee Parish, Louisiana. (Morganza Field) | 61% |
| 27. Existing Point of Interconnection between Seller and Meter named West Feliciana Parish-Creole (Seller Meter No. 4464), in West Feliciana Parish, Louisiana. (West Feliciana Parish-Creole #1007165) | 61% |
| 28. Existing Point of Interconnection between Seller and Mid-Louisiana Gas Company (Seller Meter Nos. 4137, 4184, 3229) at Ethel, East Feliciana Parish, Louisiana. (Ethel-Mid LA #1006083) | 61% |
| 29. Existing Point of Interconnection between Seller and Meter named Liverpool Northwest (Seller Meter No. 3390), in St. Helena Parish, Louisiana. (Liverpool Northwest) | 61% |
| 30. Suction Side of Seller's Compressor Station 62 on Seller's Southeast Louisiana Lateral in Terrebonne Parish, Louisiana. (Station 62 #1000762) | 39% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 31. Existing Point of Interconnection between Seller and Meter named Texas Gas-Thibodeaux (Seller Meter No. 3533), in Lafourche Parish, Louisiana. (TXGT-Thibodeaux #1007206) | 39% |
| 32. Existing Point of Interconnection between Seller and Meter named Romeville-Cypress Gas Pipeline (Seller Meter No. 4410) in St. James Parish, Louisiana. (Romeville-Cypress Gas Pipeline #1000580) | 39% |
| 33. Existing Point of Interconnection between Seller and Meter named St. James CCIPC (Seller Meter No. 4462) in St James Parish, Louisiana. (St. James CCPIC #1007164)** | 39% |
| 34. Existing Point of Interconnection between Seller and Meter named St. James Faustina (St. Amelia) (Seller Meter No. 3328), in St. James Parish, Louisiana. (St. James Faustina (St. Amelia) #1006268)** | 39% |
| 35. Existing Point of Interconnection between Seller and Meter named St James Acadian (Seller Meter No. 4366), in St. James Parish, Louisiana. (St. James Acadian #1006677)** | 39% |
| 36. Existing Point of Interconnection between Seller and Meter named Livingston-Flare (Seller Meter No. 3450), in Livingston Parish, Louisiana. (Livingston-Flare) | 39% |
| 37. Existing Point of Interconnection between Seller and Florida Gas Transmission Company (Seller Meter No. 3217) at St. Helena, St. Helena Parish, Louisiana. (St. Helena FGT #1006267) | 39% |
| 38. Existing Point of Interconnection between Seller and Meter named Beaver Dam Creek (Seller Meter No. 3536), in St. Helena Parish, Louisiana. (Beaver Dam Creek #1008218) | 39% |
| 39. Suction Side of Seller's Compressor Station 65 at the Existing Point of Interconnection between Seller's Southeast Louisiana Lateral and Seller's Mainline St. Helena Parish, Louisiana. (Station 65 #1000065) | 100% |
| 40. Existing Point of Interconnection between Seller and Meter named Amite County – J.P. (Seller Meter No. 3332), in Amite County, Mississippi. (Amite County – J.P. #9000163) | 100% |
| 41. Existing Point of Interconnection between Seller and Meter named McComb (Seller Meter No. 3461), in Pike County, Mississippi. (McComb #1002726) | 100% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 42. Existing Point of Interconnection between Seller and Koch Gas Pipe Line Company at Holmesville (Seller Meter No. 3150), Pike County, Mississippi. (Holmesville-Koch #1003170) | 100% |
| 43. Discharge Side of Seller's Compressor Station 70 at M.P. 661.77 in Walthall County, Mississippi. (M.P. 661.7-Station 70 Discharge) | 100% |
| 44. Existing Point of Interconnection between Seller and Koch Gas Pipeline Company at Walthall (Seller Meter No. 3095) in Walthall County, Mississippi. (Walthall-Koch) | 100% |
| 45. Existing Point of Interconnection between Seller and Meter named Darbun-Pruett 34-10 (Seller Meter No. 3446) at M.P. 668.46 on Seller's Main Transmission Line, Darbun Field, Walthall County, Mississippi. (Darbun Pruett #1006750) | 100% |
| 46. Existing Point of Interconnection between Seller and Meter named Ivy Newsome (Seller Meter No. 3413) in Marion County, Mississippi. (Ivy Newsome) | 100% |
| 47. Existing Point of Interconnection between Seller and West Oakvale Field at M.P. 680.47-Marion County, Mississippi. (M.P. 680.47-West Oakvale Field) | 100% |
| 48. Existing Point of Interconnection between Seller and East Morgantown Field at M.P. 680.47 in Marion County, Mississippi. (M.P. 680.47-E. Morgantown Field) | 100% |
| 49. Existing Point of Interconnection between Seller and Greens Creek Field, at M.P. 681.84 Marion County, Mississippi. (M.P. 681.84 Greens Creek Field) | 100% |
| 50. Existing Point of Interconnection between Seller and Meter named M.P. 685.00-Oakville Unit 6-6 in Jefferson Davis County, Mississippi. (M.P. 685.00-Oakville Unit 6-6) | 100% |
| 51. Existing Point of Interconnection between Seller and Meter named M.P. 687.23-Oakvale Field in Marion County, Mississippi. (M.P. 687.23-Oakvale Field) | 100% |
| 52. Existing Point of Interconnection between Seller and Bassfield at named M.P. 696.40 in Marion County, Mississippi. (M.P. 696.40 Bassfield) | 100% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 53. Existing Point of Interconnection between Seller and Meter named Lithium/Holiday Creek-Frm (Seller Meter No. 3418), in Jefferson Davis County, Mississippi. (Lithium/Holiday Creek-Frm) | 100% |
| 54. Existing Point of Interconnection between Seller and S. W. Sumrall Field and Holiday Creek at M.P. 692.05-Holiday Creek in Jefferson Davis, Mississippi. (M.P. 692.05-Holiday Creek) | 100% |
| 55. Existing Point of Interconnection between Seller and ANR Pipe Line Company at Holiday Creek (Seller Meter No. 3241), Jefferson Davis County, Mississippi. (Holiday Creek-ANR #1007159) | 100% |
| 56. Existing Point of Interconnection between Seller and Aim Pipeline at Jeff Davis (Seller Meter No. 3252), Jefferson Davis County, Mississippi. (Jefferson Davis County-Aim Pipeline TP#1006579) | 100% |
| 57. Existing Point of Interconnection between Seller and Meter named Jefferson Davis-Frm (Seller Meter No. 4420), in Jefferson Davis County, Mississippi. (Jefferson Davis-Frm) | 100% |
| 58. Existing Point of Interconnection between Seller and Carson Dome Field M.P. 696.41, in Jefferson Davis County, Mississippi. (M.P. 696.41-Carson Dome Field) | 100% |
| 59. Existing Point of Interconnection between Seller and Meter Station named Bassfield-ANR Company at M.P. 703.17 on Seller's Main Transmission Line (Seller Meter No. 3238), Covington County, Mississippi. (Bassfield-ANR) | 100% |
| 60. Existing Point of Interconnection between Seller and Meter named Patti Bihm #1 (Seller Meter No. 3468), in Covington County, Mississippi. (Patty Bihm #1) | 100% |
| 61. Discharge Side of Seller's Compressor at Seller's Eminence Storage Field (Seller Meter No. 4166 and 3160) in Covington County, Mississippi. (Eminence Storage #1002689) | 100% |
| 62. Existing Point of Interconnection between Seller and Meter named Sun Speed #1 in Covington County, Mississippi. (Sun Speed #1 #1000085) | 100% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|---|---|
| 63. Existing Point of Interconnection between Seller and Hattiesburg-First Reserve in Covington County, Mississippi. (Hattiesburg-First Reserve Storage #1001686) | 100% |
| 64. Existing Point at M.P. 719.58 on Seller's Main Transmission Line (Seller Meter No. 3544), Centerville Dome Field, Jones County, Mississippi. (Centerville Dome Field #1001532) | 100% |
| 65. Existing Point of Interconnection between Seller and Meter Named Calhoun (Seller Meter No. 3404), in Jones County, Mississippi. (Calhoun) | 100% |
| 66. Existing Point at M.P. 727.78 on Seller's Main Transmission Line, Jones County, Mississippi. (Jones County - Gitano) | 100% |
| 67. Existing Point of Interconnection between Seller and a Meter named Koch Reedy Creek (Seller Meter No. 3333), Jones County, Mississippi. (Reedy Creek Koch #1000670) | 100% |
| 68. Existing Point of Interconnection between Seller and Meter named Sharon Field (Seller Meter No. 3000), in Jones County, Mississippi. (Sharon Field #1001327) | 100% |
| 69. Existing Point of Interconnection between Seller and Tennessee Gas Transmission Company at Heidelberg (Seller Meter No. 3109), Jasper County, Mississippi. (Heidelberg Tenn #1006120) | 100% |
| 70. Existing Point of Interconnection between Seller and Aim Pipeline at Clarke (Seller Meter No. 3254), Clarke County, Mississippi. (Clarke County Aim Pipeline #1006047) | 100% |
| 71. Existing Point of Interconnection between Seller and Meter named Clarke County-Koch at M.P. 757.29 in Clarke County, Mississippi. (Clarke County Koch) | 100% |
| 72. Existing Point of Interconnection between Seller's Mainline and Mobile Bay Lateral at M.P. 784.66 in Choctaw County, Alabama (Station 85-Mobile Bay Pool) | 100% |
| 73. Existing Point of Interconnection between Seller's Mainline and Mobile Bay Lateral at M.P. 784.66 in Choctaw County, Alabama (Station 85 #1000105) | 100% |
| 74. Existing Point of Interconnection between Seller and Magnolia Pipeline in Chilton County, Alabama. (Magnolia Pipeline Interconnect #1001808) | 100% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|---|---|
| 75. Existing Point of Interconnection between Seller and Southern Natural Gas Company, (Seller Meter No. 4087) at Jonesboro, Clayton County, Georgia. (Jonesboro-SNG #1003176) | 100% |

Buyer shall not tender, without the prior consent of Seller, at any point(s) of receipt on any day a quantity in excess of the applicable Buyer's Cumulative Mainline Capacity Entitlement for such point(s) of receipt.

* These quantities do not include the additional quantities of gas retained by Seller for applicable compressor fuel and line loss make-up provided for in Article V, 2 of this Service Agreement, which are subject to change as provided for in Article V, 2 hereof. Therefore, Buyer shall also deliver or cause to be delivered at the receipt points such additional quantities of gas in kind to be retained by Seller for compressor fuel and line loss make-up.

** Receipt of gas by displacement only.

EXHIBIT B

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS AUTHORITY OF GEORGIA, AS BUYER, DATED Feb. 16, 2006.

Point(s) of Delivery

Pressures

1. Elberton Meter Station, located at mile post 1141.97 on Seller's main transmission line, Hart County, Georgia

Not less than fifty (50) pounds per square inch gauge or at such other pressures as may be agreed upon in the day-to-day operations of Buyer and Seller.

2. Seller's Eminence Storage Field, Covington County, Mississippi.

Prevailing pressure in Seller's pipeline system not to exceed maximum allowable operating pressure.

EXHIBIT C

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN
TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS
AUTHORITY OF GEORGIA, AS BUYER, DATED Feb. 16, 2006.

Specification of Negotiated Rate and Term

None

EXHIBIT D

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN
TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS
AUTHORITY OF GEORGIA, AS BUYER, DATED Feb 16, 2006.

| <u>Month</u> | <u>FT Entitlement (Dt/d)</u> |
|--------------|------------------------------|
| January | 4,233 |
| February | 4,233 |
| March | 3,140 |
| April | 2,364 |
| May | 1,769 |
| June | 1,743 |
| July | 1,743 |
| August | 1,743 |
| September | 1,748 |
| October | 2,364 |
| November | 3,140 |
| December | 4,233 |

AMENDMENT TO SERVICE AGREEMENT

THIS AMENDMENT ("Amendment") is entered into this 16 day of February, 2006, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as "Buyer," second party.

WITNESSETH

WHEREAS, Seller and Buyer are parties to a Service Agreement, dated January 1, 2006 (Seller's contract number 9035028), under Seller's Rate Schedule FT, pursuant to which Seller provides firm transportation service of up to a Transportation Contract Quantity as set forth in Exhibit D through Seller's pipeline system; and

WHEREAS, Seller and Buyer have mutually agreed to extend the primary term of the Service Agreement.

NOW THEREFORE, Seller and Buyer hereby agree to amend the Service Agreement as follows:

- 1. Article IV of the Service Agreement is hereby deleted in its entirety and replaced by the following:

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective as of January 1, 2006 and shall remain in force and effect until 9:00 a.m. Central Clock Time March 31, 2007 and thereafter until terminated by Seller or Buyer upon at least three (3) years written notice; 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 reasonable 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. As set forth in Section 8 of Article II of Seller's August 7, 1989 revised Stipulation and Agreement in Docket Nos. RP88-68 et.al., (a) pregranted abandonment under Section 284.221(d) of the Commission's Regulations shall not apply to any long term conversions from firm sales service to transportation service under Seller's Rate Schedule FT and (b) Seller shall not exercise its right to terminate this service agreement as it applies to transportation service resulting from conversions from firm sales service so long as Buyer is willing to pay rates no less favorable than Seller is otherwise able to collect from third parties for such service.

- 2. Except as herein amended, the Service Agreement shall remain in full force and effect pursuant to the terms thereof.

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

TRANSCONTINENTAL GAS PIPE LINE CORPORATION ("SELLER")

MUNICIPAL GAS AUTHORITY OF GEORGIA ("BUYER")

By Paul F. Egner III
Paul F. Egner III
Director - Marketing Services

By Michael J. Frey
Name: Michael J. Frey
Title VP, Gas Supply & Operations

Handwritten initials/signature

Contract # 9035029

SERVICE AGREEMENT

between

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

and

MUNICIPAL GAS AUTHORITY OF GEORGIA

SERVICE AGREEMENT

THIS AGREEMENT entered into this 16th day of February, 2006, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as "Buyer," second party,

WITNESSETH

WHEREAS, Seller owns and operates an interstate gas pipeline system; and

WHEREAS, Seller and City of Hartwell, Georgia are parties to a Service Agreement, dated February 1, 1992 (Seller's contract number 1004832), under Seller's Rate Schedule FT, pursuant to which Seller provides firm transportation service of up to a Transportation Contract Quantity as set forth in Exhibit C through Seller's pipeline system; and

WHEREAS, pursuant to Section 42 of the General Terms and Conditions of Seller's FERC Gas Tariff, City of Hartwell, Georgia has permanently relinquished and released to Buyer the Transportation Contract Quantity as set forth in Exhibit C under that Service Agreement effective as of January 1, 2006; and

WHEREAS, Buyer has agreed to such permanent capacity release and is willing to assume all rights and obligations of City of Hartwell, Georgia for the Transportation Contract Quantity as set forth in Exhibit C pursuant to the terms and conditions of this agreement.

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 FT, 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 a firm basis, up to a Transportation Contract Quantity ("TCQ") as set forth in Exhibit D.

2. Transportation service rendered hereunder shall not be subject to curtailment or interruption except as provided in Section 11 and, if applicable, Section 42 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, the pressure of the gas delivered or caused to be delivered by Buyer shall not exceed the maximum operating pressure(s) of Seller's pipeline system at such point(s) of receipt. In the event the maximum operating pressure(s) 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(s) of the gas delivered or caused to be delivered by Buyer to Seller at the point(s) of receipt shall be

SERVICE AGREEMENT (Continued)

correspondingly increased or decreased upon written notification of Seller to Buyer. The point(s) of receipt for natural gas received for transportation pursuant to this agreement shall be:

See Exhibit A, attached hereto, for points of receipt.

ARTICLE III POINT (S) OF DELIVERY

Seller shall redeliver to Buyer or for the account of Buyer the gas transported hereunder at the following point(s) of delivery and at a pressure(s) of:

See Exhibit B, attached hereto, for points of delivery and pressures.

ARTICLE IV TERM OF AGREEMENT

This agreement shall be effective as of January 1, 2006, and shall remain in force and effect until 9:00 a.m. Central Clock Time March 31, 2006 and thereafter until terminated by Seller or Buyer upon at least three (3) years written notice; 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 reasonable 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. As set forth in Section 8 of Article II of Seller's August 7, 1989 revised Stipulation and Agreement in Docket Nos. RP88-68 et.al., (a) pregranted abandonment under Section 284.221 (d) of the Commission's Regulations shall not apply to any long term conversions from firm sales service to transportation service under Seller's Rate Schedule FT and (b) Seller shall not exercise its right to terminate this service agreement as it applies to transportation service resulting from conversions from firm sales service so long as Buyer is willing to pay rates no less favorable than Seller is otherwise able to collect from third parties for such service.

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 FT 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 in 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 C 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, line loss make-up (and injection fuel under Seller's Rate Schedule GSS, if applicable) in providing the transportation service hereunder, which quantity may be changed from time to time and which will be specified in the currently effective Sheet No. 44 of Volume No. 1 of this Tariff which relates to service under this agreement and which is incorporated herein.

3. In addition to the applicable charges for firm transportation service pursuant to Section 3 of Seller's Rate Schedule FT, Buyer shall reimburse Seller for any and all filing fees incurred as a result of

SERVICE AGREEMENT (Continued)

Buyer's request for service under Seller's Rate Schedule FT, 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:

None.

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: Director – Marketing Services

(b) If to Buyer:
Municipal Gas Authority of Georgia
104 TownPark Drive
Kennesaw, Georgia 30144
Attn: Arthur C. Corbin

SERVICE AGREEMENT (Continued)

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 Paul F. Egner III
Paul F. Egner III
Director, Marketing Services

CA
JMC
DRL

MUNICIPAL GAS AUTHORITY OF GEORGIA
(Buyer)

By Michael J. Frey
Michael J. Frey
VP, Gas Supply & Operations

EXHIBIT A

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS AUTHORITY OF GEORGIA, AS BUYER, DATED Feb 16, 2006.

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|---|---|
| 1. Suction Side of Seller's Compressor Station 30 at the Existing Point of Interconnection between Seller's Central Texas Lateral and Seller's Mainline at Wharton County, Texas. (Station 30 #1000007) | 17% |
| 2. Existing Point of Interconnection between Seller and Valero Interstate Pipeline Company (Seller Meter No. 3396) at Wharton County, Texas. (Wharton Valero #1096690) | 17% |
| 3. Existing Point of Interconnection between Seller and Meter named Spanish Camp (Seller Meter No. 3365) Wharton County, Texas. (Spanish Camp-Delhi #1006895) | 17% |
| 4. Existing Point of Interconnection between Seller and Meter named Denton Cooley #1 (Seller Meter No. 3331), in Fort Bend County, Texas. (Denton Cooley #1) | 17% |
| 5. Existing Point of Interconnection between Seller and Meter named Randon East (Fulshear) (Seller Meter No. 1427), in Fort Bend County, Texas. (Randon East Fulshear) | 17% |
| 6. Existing Point of Interconnection between Seller and Houston Pipeline Company (Seller Meter No. 3364) at Fulshear, Fort Bend County, Texas. (Fulshear-HPL) | 17% |
| 7. Existing Point of Interconnection between Seller and Meter named White Oak Bayou-Kinder Morgan Tejas Pipeline (Seller Meter No. 3545), in Harris County, Texas. (White Oak Bayou-Tejas #1001036) | 17% |
| 8. Existing Point of Interconnection between Seller and Houston Pipeline Company (Seller Meter No. 4359) at Bammel, Harris County, Texas. (Bammel-HPL #1006014) | 17% |
| 9. Existing Point of Interconnection between Seller and Delhi Pipeline Company (Seller Meter No. 3346) at Hardin County, Texas. (Hardin-Delhi #1006696) | 17% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 10. Existing Point of Interconnection between Seller and Meter named Vidor Field Junction (Seller Meter No. 3554), in Jasper County, Texas. (Vidor Ames #1002337) | 17% |
| 11. Existing Point of Interconnection between Seller and Meter named Starks McConathy (Seller Meter No. 3535), in Calcasieu Parish, Louisiana.(Starks McConathy #1007346) | 17% |
| 12. Existing Point of Interconnection between Seller and Meter named DeQuincy Intercon (Seller Meter No. 2698), in Calcasieu Parish, Louisiana. (DeQuincy Intercon) | 17% |
| 13. Existing Point of Interconnection between Seller and Meter named DeQuincy Great Scott (Seller Meter No. 3357), in Calcasieu Parish, Louisiana. (DeQuincy Great Scott) | 17% |
| 14. Existing Point of Interconnection between Seller and Meter named Perkins-Phillips (Seller Meter No. 3532), in Calcasieu Parish, Louisiana. (Perkins-Phillips) | 17% |
| 15. Existing Point of Interconnection between Seller and Meter named Perkins (Intercon) (Seller Meter No. 3395), in Calcasieu Parish, Louisiana. (Perkins Intercon) | 17% |
| 16. Existing Point of Interconnection between Seller and Meter named Perkins East (Seller Meter No. 2369), in Beauregard Parish, Louisiana. (Perkins East) | 17% |
| 17. Discharge Side of Seller's Compressor Station 45 at the Existing Point of Interconnection between Seller's Southwest Louisiana Lateral and Seller's Mainline Beauregard Parish, Louisiana. (Station 45 #1000026) | 42% |
| 18 Existing Point of Interconnection between Seller and Texas Eastern Transmission Corporation (Seller Meter No. 4198) at Ragley, Beauregard Parish, Louisiana. (Ragley-TET #1006217) | 42% |
| 19. Existing Point of Interconnection between Seller and Trunkline Gas Company (Seller Meter No. 4215) at Ragley, Beauregard Parish, Louisiana. (Ragley-Trunkline #1006218) | 42% |
| 20. Existing Point of Interconnection between Seller and Tennessee Gas Transmission Company (Seller Meter No. 3371) at Kinder, Allen Parish, Louisiana. (Kinder Tenn #1006149)** | 42% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 21. Existing Point of Interconnection between Seller and Texas Gas Transmission Corporation (Seller Meter Nos. 3227, 4314, 4457) at Eunice, Evangeline Parish, Louisiana. (Eunice Mamou Tx Gas #1006923) | 42% |
| 22. Suction Side of Seller's Compressor Station 50 at the Existing Point of Interconnection between Seller's Central Louisiana Lateral and Seller's Mainline Evangeline Parish, Louisiana. (Station 50 #1000040) | 61% |
| 23. Existing Point of Interconnection between Seller and Columbia Gulf Transmission Corporation (Seller Meter No. 3142) at Eunice, Evangeline Parish, Louisiana. (Eunice Evangeline Col. Gulf #1006414) | 61% |
| 24. Discharge Side of Seller's Compressor Station 54 at Seller's Washington Storage Field, St. Landry Parish, Louisiana (Station 54 #1002687) | 61% |
| 25. Existing Point of Interconnection between Seller and Acadian Pipeline (Seller Meter No. 3506) in Pointe Coupee Parish, Louisiana. (Morganza-Acadian Pipeline #1003413) | 61% |
| 26. Existing Point of Interconnection (Seller Meter No. 3272) at M.P. 566.92, Morganza Field, Point Coupee Parish, Louisiana. (Morganza Field) | 61% |
| 27. Existing Point of Interconnection between Seller and Meter named West Feliciana Parish-Creole (Seller Meter No. 4464), in West Feliciana Parish, Louisiana. (West Feliciana Parish-Creole #1007165) | 61% |
| 28. Existing Point of Interconnection between Seller and Mid-Louisiana Gas Company (Seller Meter Nos. 4137, 4184, 3229) at Ethel, East Feliciana Parish, Louisiana. (Ethel-Mid LA #1006083) | 61% |
| 29. Existing Point of Interconnection between Seller and Meter named Liverpool Northwest (Seller Meter No. 3390), in St. Helena Parish, Louisiana. (Liverpool Northwest) | 61% |
| 30. Suction Side of Seller's Compressor Station 62 on Seller's Southeast Louisiana Lateral in Terrebonne Parish, Louisiana. (Station 62 #1000762) | 39% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 31. Existing Point of Interconnection between Seller and Meter named Texas Gas-Thibodeaux (Seller Meter No. 3533), in Lafourche Parish, Louisiana. (TXGT-Thibodeaux #1007206) | 39% |
| 32. Existing Point of Interconnection between Seller and Meter named Romeville-Cypress Gas Pipeline (Seller Meter No. 4410) in St. James Parish, Louisiana. (Romeville-Cypress Gas Pipeline #1000580) | 39% |
| 33. Existing Point of Interconnection between Seller and Meter named St. James CCIPC (Seller Meter No. 4462) in St James Parish, Louisiana. (St. James CCPIC #1007164)** | 39% |
| 34. Existing Point of Interconnection between Seller and Meter named St. James Faustina (St. Amelia) (Seller Meter No. 3328), in St. James Parish, Louisiana. (St. James Faustina (St. Amelia) #1006268)** | 39% |
| 35. Existing Point of Interconnection between Seller and Meter named St James Acadian (Seller Meter No. 4366), in St. James Parish, Louisiana. (St. James Acadian #1006677)** | 39% |
| 36. Existing Point of Interconnection between Seller and Meter named Livingston-Flare (Seller Meter No. 3450), in Livingston Parish, Louisiana. (Livingston-Flare) | 39% |
| 37. Existing Point of Interconnection between Seller and Florida Gas Transmission Company (Seller Meter No. 3217) at St. Helena, St. Helena Parish, Louisiana. (St. Helena FGT #1006267) | 39% |
| 38. Existing Point of Interconnection between Seller and Meter named Beaver Dam Creek (Seller Meter No. 3536), in St. Helena Parish, Louisiana. (Beaver Dam Creek #1008218) | 39% |
| 39. Suction Side of Seller's Compressor Station 65 at the Existing Point of Interconnection between Seller's Southeast Louisiana Lateral and Seller's Mainline St. Helena Parish, Louisiana. (Station 65 #1000065) | 100% |
| 40. Existing Point of Interconnection between Seller and Meter named Amite County – J.P. (Seller Meter No. 3332), in Amite County, Mississippi. (Amite County – J.P. #9000163) | 100% |
| 41. Existing Point of Interconnection between Seller and Meter named McComb (Seller Meter No. 3461), in Pike County, Mississippi. (McComb #1002726) | 100% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 42. Existing Point of Interconnection between Seller and Koch Gas Pipe Line Company at Holmesville (Seller Meter No. 3150), Pike County, Mississippi. (Holmesville-Koch #1003170) | 100% |
| 43. Discharge Side of Seller's Compressor Station 70 at M.P. 661.77 in Walthall County, Mississippi. (M.P. 661.7-Station 70 Discharge) | 100% |
| 44. Existing Point of Interconnection between Seller and Koch Gas Pipeline Company at Walthall (Seller Meter No. 3095) in Walthall County, Mississippi. (Walthall-Koch) | 100% |
| 45. Existing Point of Interconnection between Seller and Meter named Darbun-Pruett 34-10 (Seller Meter No. 3446) at M.P. 668.46 on Seller's Main Transmission Line, Darbun Field, Walthall County, Mississippi. (Darbun Pruett #1006750) | 100% |
| 46. Existing Point of Interconnection between Seller and Meter named Ivy Newsome (Seller Meter No. 3413) in Marion County, Mississippi. (Ivy Newsome) | 100% |
| 47. Existing Point of Interconnection between Seller and West Oakvale Field at M.P. 680.47-Marion County, Mississippi. (M.P. 680.47-West Oakvale Field) | 100% |
| 48. Existing Point of Interconnection between Seller and East Morgantown Field at M.P. 680.47 in Marion County, Mississippi. (M.P. 680.47-E. Morgantown Field) | 100% |
| 49. Existing Point of Interconnection between Seller and Greens Creek Field, at M.P. 681.84 Marion County, Mississippi. (M.P. 681.84 Greens Creek Field) | 100% |
| 50. Existing Point of Interconnection between Seller and Meter named M.P. 685.00-Oakville Unit 6-6 in Jefferson Davis County, Mississippi. (M.P. 685.00-Oakville Unit 6-6) | 100% |
| 51. Existing Point of Interconnection between Seller and Meter named M.P. 687.23-Oakvale Field in Marion County, Mississippi. (M.P. 687.23-Oakvale Field) | 100% |
| 52. Existing Point of Interconnection between Seller and Bassfield at named M.P. 696.40 in Marion County, Mississippi. (M.P. 696.40 Bassfield) | 100% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 53. Existing Point of Interconnection between Seller and Meter named Lithium/Holiday Creek-Frm (Seller Meter No. 3418), in Jefferson Davis County, Mississippi. (Lithium/Holiday Creek-Frm) | 100% |
| 54. Existing Point of Interconnection between Seller and S. W. Sumrall Field and Holiday Creek at M.P. 692.05-Holiday Creek in Jefferson Davis, Mississippi. (M.P. 692.05-Holiday Creek) | 100% |
| 55. Existing Point of Interconnection between Seller and ANR Pipe Line Company at Holiday Creek (Seller Meter No. 3241), Jefferson Davis County, Mississippi. (Holiday Creek-ANR #1007159) | 100% |
| 56. Existing Point of Interconnection between Seller and Aim Pipeline at Jeff Davis (Seller Meter No. 3252), Jefferson Davis County, Mississippi. (Jefferson Davis County-Aim Pipeline TP#1006579) | 100% |
| 57. Existing Point of Interconnection between Seller and Meter named Jefferson Davis-Frm (Seller Meter No. 4420), in Jefferson Davis County, Mississippi. (Jefferson Davis-Frm) | 100% |
| 58. Existing Point of Interconnection between Seller and Carson Dome Field M.P. 696.41, in Jefferson Davis County, Mississippi. (M.P. 696.41-Carson Dome Field) | 100% |
| 59. Existing Point of Interconnection between Seller and Meter Station named Bassfield-ANR Company at M.P. 703.17 on Seller's Main Transmission Line (Seller Meter No. 3238), Covington County, Mississippi. (Bassfield-ANR) | 100% |
| 60. Existing Point of Interconnection between Seller and Meter named Patti Bihm #1 (Seller Meter No. 3468), in Covington County, Mississippi. (Patty Bihm #1) | 100% |
| 61. Discharge Side of Seller's Compressor at Seller's Eminence Storage Field (Seller Meter No. 4166 and 3160) in Covington County, Mississippi. (Eminence Storage #1002689) | 100% |
| 62. Existing Point of Interconnection between Seller and Meter named Sun Speed #1 in Covington County, Mississippi. (Sun Speed #1 #1000085) | 100% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|---|---|
| 63. Existing Point of Interconnection between Seller and Hattiesburg-First Reserve in Covington County, Mississippi. (Hattiesburg-First Reserve Storage #1001686) | 100% |
| 64. Existing Point at M.P. 719.58 on Seller's Main Transmission Line (Seller Meter No. 3544), Centerville Dome Field, Jones County, Mississippi. (Centerville Dome Field #1001532) | 100% |
| 65. Existing Point of Interconnection between Seller and Meter Named Calhoun (Seller Meter No. 3404), in Jones County, Mississippi. (Calhoun) | 100% |
| 66. Existing Point at M.P. 727.78 on Seller's Main Transmission Line, Jones County, Mississippi. (Jones County - Gitano) | 100% |
| 67. Existing Point of Interconnection between Seller and a Meter named Koch Reedy Creek (Seller Meter No. 3333), Jones County, Mississippi. (Reedy Creek Koch #1000670) | 100% |
| 68. Existing Point of Interconnection between Seller and Meter named Sharon Field (Seller Meter No. 3000), in Jones County, Mississippi. (Sharon Field #1001327) | 100% |
| 69. Existing Point of Interconnection between Seller and Tennessee Gas Transmission Company at Heidelberg (Seller Meter No. 3109), Jasper County, Mississippi. (Heidelberg Tenn #1006120) | 100% |
| 70. Existing Point of Interconnection between Seller and Aim Pipeline at Clarke (Seller Meter No. 3254), Clarke County, Mississippi. (Clarke County Aim Pipeline #1006047) | 100% |
| 71. Existing Point of Interconnection between Seller and Meter named Clarke County-Koch at M.P. 757.29 in Clarke County, Mississippi. (Clarke County Koch) | 100% |
| 72. Existing Point of Interconnection between Seller's Mainline and Mobile Bay Lateral at M.P. 784.66 in Choctaw County, Alabama (Station 85-Mobile Bay Pool) | 100% |
| 73. Existing Point of Interconnection between Seller's Mainline and Mobile Bay Lateral at M.P. 784.66 in Choctaw County, Alabama (Station 85 #1000105) | 100% |
| 74. Existing Point of Interconnection between Seller and Magnolia Pipeline in Chilton County, Alabama. (Magnolia Pipeline Interconnect #1001808) | 100% |

Point(s) of Receipt

Buyer's Cumulative Mainline
Capacity Entitlement
(Percentage of TCQ each day)*

75. Existing Point of Interconnection between Seller and
Southern Natural Gas Company, (Seller Meter No. 4087)
at Jonesboro, Clayton County, Georgia.
(Jonesboro-SNG #1003176)

100%

Buyer shall not tender, without the prior consent of Seller, at any point(s) of receipt on any day a quantity in excess of the applicable Buyer's Cumulative Mainline Capacity Entitlement for such point(s) of receipt.

* These quantities do not include the additional quantities of gas retained by Seller for applicable compressor fuel and line loss make-up provided for in Article V, 2 of this Service Agreement, which are subject to change as provided for in Article V, 2 hereof. Therefore, Buyer shall also deliver or cause to be delivered at the receipt points such additional quantities of gas in kind to be retained by Seller for compressor fuel and line loss make-up.

** Receipt of gas by displacement only.

EXHIBIT B

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS AUTHORITY OF GEORGIA, AS BUYER, DATED Feb 16, 2006.

Point(s) of Delivery

Pressures

- | | |
|--|--|
| 1. Hartwell Meter Station, located at mile post 1141.97 on Seller's main transmission line near Georgia State Highway No. 77 approximately 4-1/2 miles southerly from the City of Hartwell, in Hart County, Georgia. | Not less than fifty (50) pounds per square inch gauge or at such other pressures as may be agreed upon in the day-to-day operations of Buyer and Seller. |
| 2. Seller's Eminence Storage Field, Covington County, Mississippi. | Prevailing pressure in Seller's pipeline system not to exceed maximum allowable operating pressure. |

EXHIBIT C

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS AUTHORITY OF GEORGIA, AS BUYER, DATED Feb 16, 2006.

Specification of Negotiated Rate and Term

None

EXHIBIT D

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS AUTHORITY OF GEORGIA, AS BUYER, DATED Feb 16, 2006.

| <u>Month</u> | <u>FT Entitlement (Dt/d)</u> |
|--------------|------------------------------|
| January | 3,648 |
| February | 3,648 |
| March | 3,197 |
| April | 2,421 |
| May | 1,593 |
| June | 1,580 |
| July | 1,567 |
| August | 1,567 |
| September | 1,593 |
| October | 2,421 |
| November | 3,197 |
| December | 3,648 |

AMENDMENT TO SERVICE AGREEMENT

THIS AMENDMENT ("Amendment") is entered into this 16 day of February, 2006, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as "Buyer," second party.

WITNESSETH

WHEREAS, Seller and Buyer are parties to a Service Agreement, dated January 1, 2006 (Seller's contract number 9035029), under Seller's Rate Schedule FT, pursuant to which Seller provides firm transportation service of up to a Transportation Contract Quantity as set forth in Exhibit D through Seller's pipeline system; and

WHEREAS, Seller and Buyer have mutually agreed to extend the primary term of the Service Agreement.

NOW THEREFORE, Seller and Buyer hereby agree to amend the Service Agreement as follows:

1. Article IV of the Service Agreement is hereby deleted in its entirety and replaced by the following:

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective as of January 1, 2006 and shall remain in force and effect until 9:00 a.m. Central Clock Time March 31, 2007 and thereafter until terminated by Seller or Buyer upon at least three (3) years written notice; 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 reasonable 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. As set forth in Section 8 of Article II of Seller's August 7, 1989 revised Stipulation and Agreement in Docket Nos. RP88-68 et.al., (a) pregranted abandonment under Section 284.221(d) of the Commission's Regulations shall not apply to any long term conversions from firm sales service to transportation service under Seller's Rate Schedule FT and (b) Seller shall not exercise its right to terminate this service agreement as it applies to transportation service resulting from conversions from firm sales service so long as Buyer is willing to pay rates no less favorable than Seller is otherwise able to collect from third parties for such service.

2. Except as herein amended, the Service Agreement shall remain in full force and effect pursuant to the terms thereof.

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

TRANSCONTINENTAL GAS PIPE LINE
CORPORATION ("SELLER")

By Paul F. Egner III
Paul F. Egner III
Director - Marketing Services

OK
LJC
JFB

MUNICIPAL GAS AUTHORITY OF GEORGIA
("BUYER")

By Michael J. Frey
Name: Michael J. Frey
Title VP, Gas Supply & Operations

Contract # 9035030

SERVICE AGREEMENT

between

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

and

MUNICIPAL GAS AUTHORITY OF GEORGIA

SERVICE AGREEMENT

THIS AGREEMENT entered into this 16th day of February, 2006, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as "Buyer," second party,

WITNESSETH

WHEREAS, Seller owns and operates an interstate gas pipeline system; and

WHEREAS, Seller and City of Lawrenceville, Georgia are parties to a Service Agreement, dated February 1, 1992 (Seller's contract number 1004833), under Seller's Rate Schedule FT, pursuant to which Seller provides firm transportation service of up to a Transportation Contract Quantity as set forth in Exhibit C through Seller's pipeline system; and

WHEREAS, pursuant to Section 42 of the General Terms and Conditions of Seller's FERC Gas Tariff, City of Lawrenceville, Georgia has permanently relinquished and released to Buyer the Transportation Contract Quantity as set forth in Exhibit C under that Service Agreement effective as of January 1, 2006; and

WHEREAS, Buyer has agreed to such permanent capacity release and is willing to assume all rights and obligations of City of Lawrenceville, Georgia for the Transportation Contract Quantity as set forth in Exhibit C pursuant to the terms and conditions of this agreement.

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 FT, 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 a firm basis, up to a Transportation Contract Quantity ("TCQ") as set forth in Exhibit D.

2. Transportation service rendered hereunder shall not be subject to curtailment or interruption except as provided in Section 11 and, if applicable, Section 42 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, the pressure of the gas delivered or caused to be delivered by Buyer shall not exceed the maximum operating pressure(s) of Seller's pipeline system at such point(s) of receipt. In the event the maximum operating pressure(s) 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(s) of the gas delivered or caused to be delivered by Buyer to Seller at the point(s) of receipt shall be

SERVICE AGREEMENT (Continued)

correspondingly increased or decreased upon written notification of Seller to Buyer. The point(s) of receipt for natural gas received for transportation pursuant to this agreement shall be:

See Exhibit A, attached hereto, for points of receipt.

ARTICLE III POINT (S) OF DELIVERY

Seller shall redeliver to Buyer or for the account of Buyer the gas transported hereunder at the following point(s) of delivery and at a pressure(s) of:

See Exhibit B, attached hereto, for points of delivery and pressures.

ARTICLE IV TERM OF AGREEMENT

This agreement shall be effective as of January 1, 2006, and shall remain in force and effect until 9:00 a.m. Central Clock Time March 31, 2006 and thereafter until terminated by Seller or Buyer upon at least three (3) years written notice; 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 reasonable 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. As set forth in Section 8 of Article II of Seller's August 7, 1989 revised Stipulation and Agreement in Docket Nos. RP88-68 et.al., (a) pregranted abandonment under Section 284.221 (d) of the Commission's Regulations shall not apply to any long term conversions from firm sales service to transportation service under Seller's Rate Schedule FT and (b) Seller shall not exercise its right to terminate this service agreement as it applies to transportation service resulting from conversions from firm sales service so long as Buyer is willing to pay rates no less favorable than Seller is otherwise able to collect from third parties for such service.

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 FT 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 in 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 C 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, line loss make-up (and injection fuel under Seller's Rate Schedule GSS, if applicable) in providing the transportation service hereunder, which quantity may be changed from time to time and which will be specified in the currently effective Sheet No. 44 of Volume No. 1 of this Tariff which relates to service under this agreement and which is incorporated herein.

3. In addition to the applicable charges for firm transportation service pursuant to Section 3 of Seller's Rate Schedule FT, Buyer shall reimburse Seller for any and all filing fees incurred as a result of

SERVICE AGREEMENT (Continued)

Buyer's request for service under Seller's Rate Schedule FT, 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:
None.

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: Director – Marketing Services

(b) If to Buyer:
Municipal Gas Authority of Georgia
104 TownPark Drive
Kennesaw, Georgia 30144
Attn: Arthur C. Corbin

SERVICE AGREEMENT (Continued)

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 Paul F. Egner III
Paul F. Egner III
Director, Marketing Services

CA
JMC
DAG

MUNICIPAL GAS AUTHORITY OF GEORGIA
(Buyer)

By Michael J. Frey
Michael J. Frey
VP, Gas Supply & Operations

EXHIBIT A

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS AUTHORITY OF GEORGIA, AS BUYER, DATED Feb. 16, 2006.

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|---|---|
| 1. Suction Side of Seller's Compressor Station 30 at the Existing Point of Interconnection between Seller's Central Texas Lateral and Seller's Mainline at Wharton County, Texas. (Station 30 #1000007) | 17% |
| 2. Existing Point of Interconnection between Seller and Valero Interstate Pipeline Company (Seller Meter No. 3396) at Wharton County, Texas. (Wharton Valero #1096690) | 17% |
| 3. Existing Point of Interconnection between Seller and Meter named Spanish Camp (Seller Meter No. 3365) Wharton County, Texas. (Spanish Camp-Delhi #1006895) | 17% |
| 4. Existing Point of Interconnection between Seller and Meter named Denton Cooley #1 (Seller Meter No. 3331), in Fort Bend County, Texas. (Denton Cooley #1) | 17% |
| 5. Existing Point of Interconnection between Seller and Meter named Randon East (Fulshear) (Seller Meter No. 1427), in Fort Bend County, Texas. (Randon East Fulshear) | 17% |
| 6. Existing Point of Interconnection between Seller and Houston Pipeline Company (Seller Meter No. 3364) at Fulshear, Fort Bend County, Texas. (Fulshear-HPL) | 17% |
| 7. Existing Point of Interconnection between Seller and Meter named White Oak Bayou-Kinder Morgan Tejas Pipeline (Seller Meter No. 3545), in Harris County, Texas. (White Oak Bayou-Tejas #1001036) | 17% |
| 8. Existing Point of Interconnection between Seller and Houston Pipeline Company (Seller Meter No. 4359) at Bammel, Harris County, Texas. (Bammel-HPL #1006014) | 17% |
| 9. Existing Point of Interconnection between Seller and Delhi Pipeline Company (Seller Meter No. 3346) at Hardin County, Texas. (Hardin-Delhi #1006696) | 17% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCO each day)*</u> |
|--|---|
| 10. Existing Point of Interconnection between Seller and Meter named Vidor Field Junction (Seller Meter No. 3554), in Jasper County, Texas. (Vidor Ames #1002337) | 17% |
| 11. Existing Point of Interconnection between Seller and Meter named Starks McConathy (Seller Meter No. 3535), in Calcasieu Parish, Louisiana.(Starks McConathy #1007346) | 17% |
| 12. Existing Point of Interconnection between Seller and Meter named DeQuincy Intercon (Seller Meter No. 2698), in Calcasieu Parish, Louisiana. (DeQuincy Intercon) | 17% |
| 13. Existing Point of Interconnection between Seller and Meter named DeQuincy Great Scott (Seller Meter No. 3357), in Calcasieu Parish, Louisiana. (DeQuincy Great Scott) | 17% |
| 14. Existing Point of Interconnection between Seller and Meter named Perkins-Phillips (Seller Meter No. 3532), in Calcasieu Parish, Louisiana. (Perkins-Phillips) | 17% |
| 15. Existing Point of Interconnection between Seller and Meter named Perkins (Intercon) (Seller Meter No. 3395), in Calcasieu Parish, Louisiana. (Perkins Intercon) | 17% |
| 16. Existing Point of Interconnection between Seller and Meter named Perkins East (Seller Meter No. 2369), in Beauregard Parish, Louisiana. (Perkins East) | 17% |
| 17. Discharge Side of Seller's Compressor Station 45 at the Existing Point of Interconnection between Seller's Southwest Louisiana Lateral and Seller's Mainline Beauregard Parish, Louisiana. (Station 45 #1000026) | 42% |
| 18 Existing Point of Interconnection between Seller and Texas Eastern Transmission Corporation (Seller Meter No. 4198) at Ragley, Beauregard Parish, Louisiana. (Ragley-TET #1006217) | 42% |
| 19. Existing Point of Interconnection between Seller and Trunkline Gas Company (Seller Meter No. 4215) at Ragley, Beauregard Parish, Louisiana. (Ragley-Trunkline #1006218) | 42% |
| 20. Existing Point of Interconnection between Seller and Tennessee Gas Transmission Company (Seller Meter No. 3371) at Kinder, Allen Parish, Louisiana. (Kinder Tenn #1006149)** | 42% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 21. Existing Point of Interconnection between Seller and Texas Gas Transmission Corporation (Seller Meter Nos. 3227, 4314, 4457) at Eunice, Evangeline Parish, Louisiana. (Eunice Mamou Tx Gas #1006923) | 42% |
| 22. Suction Side of Seller's Compressor Station 50 at the Existing Point of Interconnection between Seller's Central Louisiana Lateral and Seller's Mainline Evangeline Parish, Louisiana. (Station 50 #1000040) | 61% |
| 23. Existing Point of Interconnection between Seller and Columbia Gulf Transmission Corporation (Seller Meter No. 3142) at Eunice, Evangeline Parish, Louisiana. (Eunice Evangeline Col. Gulf #1006414) | 61% |
| 24. Discharge Side of Seller's Compressor Station 54 at Seller's Washington Storage Field, St. Landry Parish, Louisiana (Station 54 #1002687) | 61% |
| 25. Existing Point of Interconnection between Seller and Acadian Pipeline (Seller Meter No. 3506) in Pointe Coupee Parish, Louisiana. (Morganza-Acadian Pipeline #1003413) | 61% |
| 26. Existing Point of Interconnection (Seller Meter No. 3272) at M.P. 566.92, Morganza Field, Point Coupee Parish, Louisiana. (Morganza Field) | 61% |
| 27. Existing Point of Interconnection between Seller and Meter named West Feliciana Parish-Creole (Seller Meter No. 4464), in West Feliciana Parish, Louisiana. (West Feliciana Parish-Creole #1007165) | 61% |
| 28. Existing Point of Interconnection between Seller and Mid-Louisiana Gas Company (Seller Meter Nos. 4137, 4184, 3229) at Ethel, East Feliciana Parish, Louisiana. (Ethel-Mid LA #1006083) | 61% |
| 29. Existing Point of Interconnection between Seller and Meter named Liverpool Northwest (Seller Meter No. 3390), in St. Helena Parish, Louisiana. (Liverpool Northwest) | 61% |
| 30. Suction Side of Seller's Compressor Station 62 on Seller's Southeast Louisiana Lateral in Terrebonne Parish, Louisiana. (Station 62 #1000762) | 39% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 31. Existing Point of Interconnection between Seller and Meter named Texas Gas-Thibodeaux (Seller Meter No. 3533), in Lafourche Parish, Louisiana. (TXGT-Thibodeaux #1007206) | 39% |
| 32. Existing Point of Interconnection between Seller and Meter named Romeville-Cypress Gas Pipeline (Seller Meter No. 4410) in St. James Parish, Louisiana. (Romeville-Cypress Gas Pipeline #1000580) | 39% |
| 33. Existing Point of Interconnection between Seller and Meter named St. James CCIPC (Seller Meter No. 4462) in St James Parish, Louisiana. (St. James CCPIC #1007164)** | 39% |
| 34. Existing Point of Interconnection between Seller and Meter named St. James Faustina (St. Amelia) (Seller Meter No. 3328), in St. James Parish, Louisiana. (St. James Faustina (St. Amelia) #1006268)** | 39% |
| 35. Existing Point of Interconnection between Seller and Meter named St James Acadian (Seller Meter No. 4366), in St. James Parish, Louisiana. (St. James Acadian #1006677)** | 39% |
| 36. Existing Point of Interconnection between Seller and Meter named Livingston-Flare (Seller Meter No. 3450), in Livingston Parish, Louisiana. (Livingston-Flare) | 39% |
| 37. Existing Point of Interconnection between Seller and Florida Gas Transmission Company (Seller Meter No. 3217) at St. Helena, St. Helena Parish, Louisiana. (St. Helena FGT #1006267) | 39% |
| 38. Existing Point of Interconnection between Seller and Meter named Beaver Dam Creek (Seller Meter No. 3536), in St. Helena Parish, Louisiana. (Beaver Dam Creek #1008218) | 39% |
| 39. Suction Side of Seller's Compressor Station 65 at the Existing Point of Interconnection between Seller's Southeast Louisiana Lateral and Seller's Mainline St. Helena Parish, Louisiana. (Station 65 #1000065) | 100% |
| 40. Existing Point of Interconnection between Seller and Meter named Amite County – J.P. (Seller Meter No. 3332), in Amite County, Mississippi. (Amite County – J.P. #9000163) | 100% |
| 41. Existing Point of Interconnection between Seller and Meter named McComb (Seller Meter No. 3461), in Pike County, Mississippi. (McComb #1002726) | 100% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 42. Existing Point of Interconnection between Seller and Koch Gas Pipe Line Company at Holmesville (Seller Meter No. 3150), Pike County, Mississippi. (Holmesville-Koch #1003170) | 100% |
| 43. Discharge Side of Seller's Compressor Station 70 at M.P. 661.77 in Walthall County, Mississippi. (M.P. 661.7-Station 70 Discharge) | 100% |
| 44. Existing Point of Interconnection between Seller and Koch Gas Pipeline Company at Walthall (Seller Meter No. 3095) in Walthall County, Mississippi. (Walthall-Koch) | 100% |
| 45. Existing Point of Interconnection between Seller and Meter named Darbun-Pruett 34-10 (Seller Meter No. 3446) at M.P. 668.46 on Seller's Main Transmission Line, Darbun Field, Walthall County, Mississippi. (Darbun Pruett #1006750) | 100% |
| 46. Existing Point of Interconnection between Seller and Meter named Ivy Newsome (Seller Meter No. 3413) in Marion County, Mississippi. (Ivy Newsome) | 100% |
| 47. Existing Point of Interconnection between Seller and West Oakvale Field at M.P. 680.47-Marion County, Mississippi. (M.P. 680.47-West Oakvale Field) | 100% |
| 48. Existing Point of Interconnection between Seller and East Morgantown Field at M.P. 680.47 in Marion County, Mississippi. (M.P. 680.47-E. Morgantown Field) | 100% |
| 49. Existing Point of Interconnection between Seller and Greens Creek Field, at M.P. 681.84 Marion County, Mississippi. (M.P. 681.84 Greens Creek Field) | 100% |
| 50. Existing Point of Interconnection between Seller and Meter named M.P. 685.00-Oakville Unit 6-6 in Jefferson Davis County, Mississippi. (M.P. 685.00-Oakville Unit 6-6) | 100% |
| 51. Existing Point of Interconnection between Seller and Meter named M.P. 687.23-Oakvale Field in Marion County, Mississippi. (M.P. 687.23-Oakvale Field) | 100% |
| 52. Existing Point of Interconnection between Seller and Bassfield at named M.P. 696.40 in Marion County, Mississippi. (M.P. 696.40 Bassfield) | 100% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 53. Existing Point of Interconnection between Seller and Meter named Lithium/Holiday Creek-Frm (Seller Meter No. 3418), in Jefferson Davis County, Mississippi. (Lithium/Holiday Creek-Frm) | 100% |
| 54. Existing Point of Interconnection between Seller and S. W. Sumrall Field and Holiday Creek at M.P. 692.05-Holiday Creek in Jefferson Davis, Mississippi. (M.P. 692.05-Holiday Creek) | 100% |
| 55. Existing Point of Interconnection between Seller and ANR Pipe Line Company at Holiday Creek (Seller Meter No. 3241), Jefferson Davis County, Mississippi. (Holiday Creek-ANR #1007159) | 100% |
| 56. Existing Point of Interconnection between Seller and Aim Pipeline at Jeff Davis (Seller Meter No. 3252), Jefferson Davis County, Mississippi. (Jefferson Davis County-Aim Pipeline TP#1006579) | 100% |
| 57. Existing Point of Interconnection between Seller and Meter named Jefferson Davis-Frm (Seller Meter No. 4420), in Jefferson Davis County, Mississippi. (Jefferson Davis-Frm) | 100% |
| 58. Existing Point of Interconnection between Seller and Carson Dome Field M.P. 696.41, in Jefferson Davis County, Mississippi. (M.P. 696.41-Carson Dome Field) | 100% |
| 59. Existing Point of Interconnection between Seller and Meter Station named Bassfield-ANR Company at M.P. 703.17 on Seller's Main Transmission Line (Seller Meter No. 3238), Covington County, Mississippi. (Bassfield-ANR) | 100% |
| 60. Existing Point of Interconnection between Seller and Meter named Patti Bihm #1 (Seller Meter No. 3468), in Covington County, Mississippi. (Patty Bihm #1) | 100% |
| 61. Discharge Side of Seller's Compressor at Seller's Eminence Storage Field (Seller Meter No. 4166 and 3160) in Covington County, Mississippi. (Eminence Storage #1002689) | 100% |
| 62. Existing Point of Interconnection between Seller and Meter named Sun Speed #1 in Covington County, Mississippi. (Sun Speed #1 #1000085) | 100% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|---|---|
| 63. Existing Point of Interconnection between Seller and Hattiesburg-First Reserve in Covington County, Mississippi. (Hattiesburg-First Reserve Storage #1001686) | 100% |
| 64. Existing Point at M.P. 719.58 on Seller's Main Transmission Line (Seller Meter No. 3544), Centerville Dome Field, Jones County, Mississippi. (Centerville Dome Field #1001532) | 100% |
| 65. Existing Point of Interconnection between Seller and Meter Named Calhoun (Seller Meter No. 3404), in Jones County, Mississippi. (Calhoun) | 100% |
| 66. Existing Point at M.P. 727.78 on Seller's Main Transmission Line, Jones County, Mississippi. (Jones County - Gitano) | 100% |
| 67. Existing Point of Interconnection between Seller and a Meter named Koch Reedy Creek (Seller Meter No. 3333), Jones County, Mississippi. (Reedy Creek Koch #1000670) | 100% |
| 68. Existing Point of Interconnection between Seller and Meter named Sharon Field (Seller Meter No. 3000), in Jones County, Mississippi. (Sharon Field #1001327) | 100% |
| 69. Existing Point of Interconnection between Seller and Tennessee Gas Transmission Company at Heidelberg (Seller Meter No. 3109), Jasper County, Mississippi. (Heidelberg Tenn #1006120) | 100% |
| 70. Existing Point of Interconnection between Seller and Aim Pipeline at Clarke (Seller Meter No. 3254), Clarke County, Mississippi. (Clarke County Aim Pipeline #1006047) | 100% |
| 71. Existing Point of Interconnection between Seller and Meter named Clarke County-Koch at M.P. 757.29 in Clarke County, Mississippi. (Clarke County Koch) | 100% |
| 72. Existing Point of Interconnection between Seller's Mainline and Mobile Bay Lateral at M.P. 784.66 in Choctaw County, Alabama (Station 85-Mobile Bay Pool) | 100% |
| 73. Existing Point of Interconnection between Seller's Mainline and Mobile Bay Lateral at M.P. 784.66 in Choctaw County, Alabama (Station 85 #1000105) | 100% |
| 74. Existing Point of Interconnection between Seller and Magnolia Pipeline in Chilton County, Alabama. (Magnolia Pipeline Interconnect #1001808) | 100% |

Point(s) of Receipt

Buyer's Cumulative Mainline
Capacity Entitlement
(Percentage of TCO each day)*

75. Existing Point of Interconnection between Seller and
Southern Natural Gas Company, (Seller Meter No. 4087)
at Jonesboro, Clayton County, Georgia.
(Jonesboro-SNG #1003176)

100%

Buyer shall not tender, without the prior consent of Seller, at any point(s) of receipt on any day a quantity in excess of the applicable Buyer's Cumulative Mainline Capacity Entitlement for such point(s) of receipt.

* These quantities do not include the additional quantities of gas retained by Seller for applicable compressor fuel and line loss make-up provided for in Article V, 2 of this Service Agreement, which are subject to change as provided for in Article V, 2 hereof. Therefore, Buyer shall also deliver or cause to be delivered at the receipt points such additional quantities of gas in kind to be retained by Seller for compressor fuel and line loss make-up.

** Receipt of gas by displacement only.

EXHIBIT B

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS AUTHORITY OF GEORGIA, AS BUYER, DATED Feb. 16, 2006.

Point(s) of Delivery

1. Lawrenceville Meter Station, located at mile post 20.69 on Seller's Georgia extension adjacent to Georgia State Highway No. 124, in Gwinnett County, Georgia.
2. Seller's Eminence Storage Field, Covington County, Mississippi.

Pressures

Not less than fifty (50) pounds per square inch gauge or at such other pressures as may be agreed upon in the day-to-day operations of Buyer and Seller.

Prevailing pressure in Seller's pipeline system not to exceed maximum allowable operating pressure.

EXHIBIT C

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN
TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS
AUTHORITY OF GEORGIA, AS BUYER, DATED Feb. 16, 2006.

Specification of Negotiated Rate and Term

None

EXHIBIT D

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS AUTHORITY OF GEORGIA, AS BUYER, DATED Feb 16, 2006.

| <u>Month</u> | <u>FT Entitlement (Dt/d)</u> |
|--------------|------------------------------|
| January | 5,072 |
| February | 5,072 |
| March | 5,072 |
| April | 5,072 |
| May | 4,766 |
| June | 4,766 |
| July | 4,766 |
| August | 4,766 |
| September | 4,766 |
| October | 5,008 |
| November | 5,072 |
| December | 5,072 |

AMENDMENT TO SERVICE AGREEMENT

THIS AMENDMENT ("Amendment") is entered into this 16 day of February, 2006, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as "Buyer," second party.

WITNESSETH

WHEREAS, Seller and Buyer are parties to a Service Agreement, dated January 1, 2006 (Seller's contract number 9035030), under Seller's Rate Schedule FT, pursuant to which Seller provides firm transportation service of up to a Transportation Contract Quantity as set forth in Exhibit D through Seller's pipeline system; and

WHEREAS, Seller and Buyer have mutually agreed to extend the primary term of the Service Agreement.

NOW THEREFORE, Seller and Buyer hereby agree to amend the Service Agreement as follows:

- 1. Article IV of the Service Agreement is hereby deleted in its entirety and replaced by the following:

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective as of January 1, 2006 and shall remain in force and effect until 9:00 a.m. Central Clock Time March 31, 2007 and thereafter until terminated by Seller or Buyer upon at least three (3) years written notice; 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 reasonable 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. As set forth in Section 8 of Article II of Seller's August 7, 1989 revised Stipulation and Agreement in Docket Nos. RP88-68 et.al., (a) pregranted abandonment under Section 284.221(d) of the Commission's Regulations shall not apply to any long term conversions from firm sales service to transportation service under Seller's Rate Schedule FT and (b) Seller shall not exercise its right to terminate this service agreement as it applies to transportation service resulting from conversions from firm sales service so long as Buyer is willing to pay rates no less favorable than Seller is otherwise able to collect from third parties for such service.

- 2. Except as herein amended, the Service Agreement shall remain in full force and effect pursuant to the terms thereof.

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

TRANSCONTINENTAL GAS PIPE LINE CORPORATION ("SELLER")

MUNICIPAL GAS AUTHORITY OF GEORGIA ("BUYER")

By Paul F. Egner III
Paul F. Egner III
Director - Marketing Services

By Michael J. Frey
Name: Michael J. Frey
Title VP, Gas Supply & Operations

Handwritten initials: CAK, JMC, JPB

Contract # 9035031

SERVICE AGREEMENT

between

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

and

MUNICIPAL GAS AUTHORITY OF GEORGIA

SERVICE AGREEMENT

THIS AGREEMENT entered into this 16th day of February, 2006, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as "Buyer," second party,

WITNESSETH

WHEREAS, Seller owns and operates an interstate gas pipeline system; and

WHEREAS, Seller and City of Madison, Georgia are parties to a Service Agreement, dated February 1, 1992 (Seller's contract number 1004834), under Seller's Rate Schedule FT, pursuant to which Seller provides firm transportation service of up to a Transportation Contract Quantity as set forth in Exhibit C through Seller's pipeline system; and

WHEREAS, pursuant to Section 42 of the General Terms and Conditions of Seller's FERC Gas Tariff, City of Madison, Georgia has permanently relinquished and released to Buyer the Transportation Contract Quantity as set forth in Exhibit C under that Service Agreement effective as of January 1, 2006; and

WHEREAS, Buyer has agreed to such permanent capacity release and is willing to assume all rights and obligations of City of Madison, Georgia for the Transportation Contract Quantity as set forth in Exhibit C pursuant to the terms and conditions of this agreement.

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 FT, 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 a firm basis, up to a Transportation Contract Quantity ("TCQ") as set forth in Exhibit D.
2. Transportation service rendered hereunder shall not be subject to curtailment or interruption except as provided in Section 11 and, if applicable, Section 42 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, the pressure of the gas delivered or caused to be delivered by Buyer shall not exceed the maximum operating pressure(s) of Seller's pipeline system at such point(s) of receipt. In the event the maximum operating pressure(s) 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(s) of the gas delivered or caused to be delivered by Buyer to Seller at the point(s) of receipt shall be

SERVICE AGREEMENT (Continued)

correspondingly increased or decreased upon written notification of Seller to Buyer. The point(s) of receipt for natural gas received for transportation pursuant to this agreement shall be:

See Exhibit A, attached hereto, for points of receipt.

ARTICLE III
POINT (S) OF DELIVERY

Seller shall redeliver to Buyer or for the account of Buyer the gas transported hereunder at the following point(s) of delivery and at a pressure(s) of:

See Exhibit B, attached hereto, for points of delivery and pressures.

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective as of January 1, 2006, and shall remain in force and effect until 9:00 a.m. Central Clock Time March 31, 2006 and thereafter until terminated by Seller or Buyer upon at least three (3) years written notice; 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 reasonable 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. As set forth in Section 8 of Article II of Seller's August 7, 1989 revised Stipulation and Agreement in Docket Nos. RP88-68 et.al., (a) pregranted abandonment under Section 284.221 (d) of the Commission's Regulations shall not apply to any long term conversions from firm sales service to transportation service under Seller's Rate Schedule FT and (b) Seller shall not exercise its right to terminate this service agreement as it applies to transportation service resulting from conversions from firm sales service so long as Buyer is willing to pay rates no less favorable than Seller is otherwise able to collect from third parties for such service.

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 FT 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 in 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 C 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, line loss make-up (and injection fuel under Seller's Rate Schedule GSS, if applicable) in providing the transportation service hereunder, which quantity may be changed from time to time and which will be specified in the currently effective Sheet No. 44 of Volume No. 1 of this Tariff which relates to service under this agreement and which is incorporated herein.

3. In addition to the applicable charges for firm transportation service pursuant to Section 3 of Seller's Rate Schedule FT, Buyer shall reimburse Seller for any and all filing fees incurred as a result of

SERVICE AGREEMENT (Continued)

Buyer's request for service under Seller's Rate Schedule FT, 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:
None.

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: Director – Marketing Services

(b) If to Buyer:
Municipal Gas Authority of Georgia
104 TownPark Drive
Kennesaw, Georgia 30144
Attn: Arthur C. Corbin

SERVICE AGREEMENT (Continued)

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 Paul F. Egner III
Paul F. Egner III
Director, Marketing Services

Handwritten initials/signature

MUNICIPAL GAS AUTHORITY OF GEORGIA
(Buyer)

By Michael J. Frey
Michael J. Frey
VP, Gas Supply & Operations

EXHIBIT A

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS AUTHORITY OF GEORGIA, AS BUYER, DATED Feb. 16, 2006.

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|---|---|
| 1. Suction Side of Seller's Compressor Station 30 at the Existing Point of Interconnection between Seller's Central Texas Lateral and Seller's Mainline at Wharton County, Texas. (Station 30 #1000007) | 17% |
| 2. Existing Point of Interconnection between Seller and Valero Interstate Pipeline Company (Seller Meter No. 3396) at Wharton County, Texas. (Wharton Valero #1096690) | 17% |
| 3. Existing Point of Interconnection between Seller and Meter named Spanish Camp (Seller Meter No. 3365) Wharton County, Texas. (Spanish Camp-Delhi #1006895) | 17% |
| 4. Existing Point of Interconnection between Seller and Meter named Denton Cooley #1 (Seller Meter No. 3331), in Fort Bend County, Texas. (Denton Cooley #1) | 17% |
| 5. Existing Point of Interconnection between Seller and Meter named Randon East (Fulshear) (Seller Meter No. 1427), in Fort Bend County, Texas. (Randon East Fulshear) | 17% |
| 6. Existing Point of Interconnection between Seller and Houston Pipeline Company (Seller Meter No. 3364) at Fulshear, Fort Bend County, Texas. (Fulshear-HPL) | 17% |
| 7. Existing Point of Interconnection between Seller and Meter named White Oak Bayou-Kinder Morgan Tejas Pipeline (Seller Meter No. 3545), in Harris County, Texas. (White Oak Bayou-Tejas #1001036) | 17% |
| 8. Existing Point of Interconnection between Seller and Houston Pipeline Company (Seller Meter No. 4359) at Bammel, Harris County, Texas. (Bammel-HPL #1006014) | 17% |
| 9. Existing Point of Interconnection between Seller and Delhi Pipeline Company (Seller Meter No. 3346) at Hardin County, Texas. (Hardin-Delhi #1006696) | 17% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 10. Existing Point of Interconnection between Seller and Meter named Vidor Field Junction (Seller Meter No. 3554), in Jasper County, Texas. (Vidor Ames #1002337) | 17% |
| 11. Existing Point of Interconnection between Seller and Meter named Starks McConathy (Seller Meter No. 3535), in Calcasieu Parish, Louisiana.(Starks McConathy #1007346) | 17% |
| 12. Existing Point of Interconnection between Seller and Meter named DeQuincy Intercon (Seller Meter No. 2698), in Calcasieu Parish, Louisiana. (DeQuincy Intercon) | 17% |
| 13. Existing Point of Interconnection between Seller and Meter named DeQuincy Great Scott (Seller Meter No. 3357), in Calcasieu Parish, Louisiana. (DeQuincy Great Scott) | 17% |
| 14. Existing Point of Interconnection between Seller and Meter named Perkins-Phillips (Seller Meter No. 3532), in Calcasieu Parish, Louisiana. (Perkins-Phillips) | 17% |
| 15. Existing Point of Interconnection between Seller and Meter named Perkins (Intercon) (Seller Meter No. 3395), in Calcasieu Parish, Louisiana. (Perkins Intercon) | 17% |
| 16. Existing Point of Interconnection between Seller and Meter named Perkins East (Seller Meter No. 2369), in Beauregard Parish, Louisiana. (Perkins East) | 17% |
| 17. Discharge Side of Seller's Compressor Station 45 at the Existing Point of Interconnection between Seller's Southwest Louisiana Lateral and Seller's Mainline Beauregard Parish, Louisiana. (Station 45 #1000026) | 42% |
| 18 Existing Point of Interconnection between Seller and Texas Eastern Transmission Corporation (Seller Meter No. 4198) at Ragley, Beauregard Parish, Louisiana. (Ragley-TET #1006217) | 42% |
| 19. Existing Point of Interconnection between Seller and Trunkline Gas Company (Seller Meter No. 4215) at Ragley, Beauregard Parish, Louisiana. (Ragley-Trunkline #1006218) | 42% |
| 20. Existing Point of Interconnection between Seller and Tennessee Gas Transmission Company (Seller Meter No. 3371) at Kinder, Allen Parish, Louisiana. (Kinder Tenn #1006149)** | 42% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 21. Existing Point of Interconnection between Seller and Texas Gas Transmission Corporation (Seller Meter Nos. 3227, 4314, 4457) at Eunice, Evangeline Parish, Louisiana. (Eunice Mamou Tx Gas #1006923) | 42% |
| 22. Suction Side of Seller's Compressor Station 50 at the Existing Point of Interconnection between Seller's Central Louisiana Lateral and Seller's Mainline Evangeline Parish, Louisiana. (Station 50 #1000040) | 61% |
| 23. Existing Point of Interconnection between Seller and Columbia Gulf Transmission Corporation (Seller Meter No. 3142) at Eunice, Evangeline Parish, Louisiana. (Eunice Evangeline Col. Gulf #1006414) | 61% |
| 24. Discharge Side of Seller's Compressor Station 54 at Seller's Washington Storage Field, St. Landry Parish, Louisiana (Station 54 #1002687) | 61% |
| 25. Existing Point of Interconnection between Seller and Acadian Pipeline (Seller Meter No. 3506) in Pointe Coupee Parish, Louisiana. (Morganza-Acadian Pipeline #1003413) | 61% |
| 26. Existing Point of Interconnection (Seller Meter No. 3272) at M.P. 566.92, Morganza Field, Point Coupee Parish, Louisiana. (Morganza Field) | 61% |
| 27. Existing Point of Interconnection between Seller and Meter named West Feliciana Parish-Creole (Seller Meter No. 4464), in West Feliciana Parish, Louisiana. (West Feliciana Parish-Creole #1007165) | 61% |
| 28. Existing Point of Interconnection between Seller and Mid-Louisiana Gas Company (Seller Meter Nos. 4137, 4184, 3229) at Ethel, East Feliciana Parish, Louisiana. (Ethel-Mid LA #1006083) | 61% |
| 29. Existing Point of Interconnection between Seller and Meter named Liverpool Northwest (Seller Meter No. 3390), in St. Helena Parish, Louisiana. (Liverpool Northwest) | 61% |
| 30. Suction Side of Seller's Compressor Station 62 on Seller's Southeast Louisiana Lateral in Terrebonne Parish, Louisiana. (Station 62 #1000762) | 39% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 31. Existing Point of Interconnection between Seller and Meter named Texas Gas-Thibodeaux (Seller Meter No. 3533), in Lafourche Parish, Louisiana. (TXGT-Thibodeaux #1007206) | 39% |
| 32. Existing Point of Interconnection between Seller and Meter named Romeville-Cypress Gas Pipeline (Seller Meter No. 4410) in St. James Parish, Louisiana. (Romeville-Cypress Gas Pipeline #1000580) | 39% |
| 33. Existing Point of Interconnection between Seller and Meter named St. James CCIPC (Seller Meter No. 4462) in St James Parish, Louisiana. (St. James CCPIC #1007164)** | 39% |
| 34. Existing Point of Interconnection between Seller and Meter named St. James Faustina (St. Amelia) (Seller Meter No. 3328), in St. James Parish, Louisiana. (St. James Faustina (St. Amelia) #1006268)** | 39% |
| 35. Existing Point of Interconnection between Seller and Meter named St James Acadian (Seller Meter No. 4366), in St. James Parish, Louisiana. (St. James Acadian #1006677)** | 39% |
| 36. Existing Point of Interconnection between Seller and Meter named Livingston-Flare (Seller Meter No. 3450), in Livingston Parish, Louisiana. (Livingston-Flare) | 39% |
| 37. Existing Point of Interconnection between Seller and Florida Gas Transmission Company (Seller Meter No. 3217) at St. Helena, St. Helena Parish, Louisiana. (St. Helena FGT #1006267) | 39% |
| 38. Existing Point of Interconnection between Seller and Meter named Beaver Dam Creek (Seller Meter No. 3536), in St. Helena Parish, Louisiana. (Beaver Dam Creek #1008218) | 39% |
| 39. Suction Side of Seller's Compressor Station 65 at the Existing Point of Interconnection between Seller's Southeast Louisiana Lateral and Seller's Mainline St. Helena Parish, Louisiana. (Station 65 #1000065) | 100% |
| 40. Existing Point of Interconnection between Seller and Meter named Amite County – J.P. (Seller Meter No. 3332), in Amite County, Mississippi. (Amite County – J.P. #9000163) | 100% |
| 41. Existing Point of Interconnection between Seller and Meter named McComb (Seller Meter No. 3461), in Pike County, Mississippi. (McComb #1002726) | 100% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCO each day)*</u> |
|--|---|
| 42. Existing Point of Interconnection between Seller and Koch Gas Pipe Line Company at Holmesville (Seller Meter No. 3150), Pike County, Mississippi. (Holmesville-Koch #1003170) | 100% |
| 43. Discharge Side of Seller's Compressor Station 70 at M.P. 661.77 in Walthall County, Mississippi. (M.P. 661.7-Station 70 Discharge) | 100% |
| 44. Existing Point of Interconnection between Seller and Koch Gas Pipeline Company at Walthall (Seller Meter No. 3095) in Walthall County, Mississippi. (Walthall-Koch) | 100% |
| 45. Existing Point of Interconnection between Seller and Meter named Darbun-Pruett 34-10 (Seller Meter No. 3446) at M.P. 668.46 on Seller's Main Transmission Line, Darbun Field, Walthall County, Mississippi. (Darbun Pruett #1006750) | 100% |
| 46. Existing Point of Interconnection between Seller and Meter named Ivy Newsome (Seller Meter No. 3413) in Marion County, Mississippi. (Ivy Newsome) | 100% |
| 47. Existing Point of Interconnection between Seller and West Oakvale Field at M.P. 680.47-Marion County, Mississippi. (M.P. 680.47-West Oakvale Field) | 100% |
| 48. Existing Point of Interconnection between Seller and East Morgantown Field at M.P. 680.47 in Marion County, Mississippi. (M.P. 680.47-E. Morgantown Field) | 100% |
| 49. Existing Point of Interconnection between Seller and Greens Creek Field, at M.P. 681.84 Marion County, Mississippi. (M.P. 681.84 Greens Creek Field) | 100% |
| 50. Existing Point of Interconnection between Seller and Meter named M.P. 685.00-Oakville Unit 6-6 in Jefferson Davis County, Mississippi. (M.P. 685.00-Oakville Unit 6-6) | 100% |
| 51. Existing Point of Interconnection between Seller and Meter named M.P. 687.23-Oakvale Field in Marion County, Mississippi. (M.P. 687.23-Oakvale Field) | 100% |
| 52. Existing Point of Interconnection between Seller and Bassfield at named M.P. 696.40 in Marion County, Mississippi. (M.P. 696.40 Bassfield) | 100% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCO each day)*</u> |
|--|---|
| 53. Existing Point of Interconnection between Seller and Meter named Lithium/Holiday Creek-Frm (Seller Meter No. 3418), in Jefferson Davis County, Mississippi. (Lithium/Holiday Creek-Frm) | 100% |
| 54. Existing Point of Interconnection between Seller and S. W. Sumrall Field and Holiday Creek at M.P. 692.05-Holiday Creek in Jefferson Davis, Mississippi. (M.P. 692.05-Holiday Creek) | 100% |
| 55. Existing Point of Interconnection between Seller and ANR Pipe Line Company at Holiday Creek (Seller Meter No. 3241), Jefferson Davis County, Mississippi. (Holiday Creek-ANR #1007159) | 100% |
| 56. Existing Point of Interconnection between Seller and Aim Pipeline at Jeff Davis (Seller Meter No. 3252), Jefferson Davis County, Mississippi. (Jefferson Davis County-Aim Pipeline TP#1006579) | 100% |
| 57. Existing Point of Interconnection between Seller and Meter named Jefferson Davis-Frm (Seller Meter No. 4420), in Jefferson Davis County, Mississippi. (Jefferson Davis-Frm) | 100% |
| 58. Existing Point of Interconnection between Seller and Carson Dome Field M.P. 696.41, in Jefferson Davis County, Mississippi. (M.P. 696.41-Carson Dome Field) | 100% |
| 59. Existing Point of Interconnection between Seller and Meter Station named Bassfield-ANR Company at M.P. 703.17 on Seller's Main Transmission Line (Seller Meter No. 3238), Covington County, Mississippi. (Bassfield-ANR) | 100% |
| 60. Existing Point of Interconnection between Seller and Meter named Patti Bihm #1 (Seller Meter No. 3468), in Covington County, Mississippi. (Patty Bihm #1) | 100% |
| 61. Discharge Side of Seller's Compressor at Seller's Eminence Storage Field (Seller Meter No. 4166 and 3160) in Covington County, Mississippi. (Eminence Storage #1002689) | 100% |
| 62. Existing Point of Interconnection between Seller and Meter named Sun Speed #1 in Covington County, Mississippi. (Sun Speed #1 #1000085) | 100% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|---|---|
| 63. Existing Point of Interconnection between Seller and Hattiesburg-First Reserve in Covington County, Mississippi. (Hattiesburg-First Reserve Storage #1001686) | 100% |
| 64. Existing Point at M.P. 719.58 on Seller's Main Transmission Line (Seller Meter No. 3544), Centerville Dome Field, Jones County, Mississippi. (Centerville Dome Field #1001532) | 100% |
| 65. Existing Point of Interconnection between Seller and Meter Named Calhoun (Seller Meter No. 3404), in Jones County, Mississippi. (Calhoun) | 100% |
| 66. Existing Point at M.P. 727.78 on Seller's Main Transmission Line, Jones County, Mississippi. (Jones County - Gitano) | 100% |
| 67. Existing Point of Interconnection between Seller and a Meter named Koch Reedy Creek (Seller Meter No. 3333), Jones County, Mississippi. (Reedy Creek Koch #1000670) | 100% |
| 68. Existing Point of Interconnection between Seller and Meter named Sharon Field (Seller Meter No. 3000), in Jones County, Mississippi. (Sharon Field #1001327) | 100% |
| 69. Existing Point of Interconnection between Seller and Tennessee Gas Transmission Company at Heidelberg (Seller Meter No. 3109), Jasper County, Mississippi. (Heidelberg Tenn #1006120) | 100% |
| 70. Existing Point of Interconnection between Seller and Aim Pipeline at Clarke (Seller Meter No. 3254), Clarke County, Mississippi. (Clarke County Aim Pipeline #1006047) | 100% |
| 71. Existing Point of Interconnection between Seller and Meter named Clarke County-Koch at M.P. 757.29 in Clarke County, Mississippi. (Clarke County Koch) | 100% |
| 72. Existing Point of Interconnection between Seller's Mainline and Mobile Bay Lateral at M.P. 784.66 in Choctaw County, Alabama (Station 85-Mobile Bay Pool) | 100% |
| 73. Existing Point of Interconnection between Seller's Mainline and Mobile Bay Lateral at M.P. 784.66 in Choctaw County, Alabama (Station 85 #1000105) | 100% |
| 74. Existing Point of Interconnection between Seller and Magnolia Pipeline in Chilton County, Alabama. (Magnolia Pipeline Interconnect #1001808) | 100% |

Point(s) of Receipt

Buyer's Cumulative Mainline
Capacity Entitlement
(Percentage of TCQ each day)*

75. Existing Point of Interconnection between Seller and
Southern Natural Gas Company, (Seller Meter No. 4087)
at Jonesboro, Clayton County, Georgia.
(Jonesboro-SNG #1003176)

100%

Buyer shall not tender, without the prior consent of Seller, at any point(s) of receipt on any day a quantity in excess of the applicable Buyer's Cumulative Mainline Capacity Entitlement for such point(s) of receipt.

* These quantities do not include the additional quantities of gas retained by Seller for applicable compressor fuel and line loss make-up provided for in Article V, 2 of this Service Agreement, which are subject to change as provided for in Article V, 2 hereof. Therefore, Buyer shall also deliver or cause to be delivered at the receipt points such additional quantities of gas in kind to be retained by Seller for compressor fuel and line loss make-up.

** Receipt of gas by displacement only.

EXHIBIT B

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS AUTHORITY OF GEORGIA, AS BUYER, DATED Feb 16, 2006.

Point(s) of Delivery

Pressures

1. Madison Meter Station, located at mile post 1077.10 on Seller's main transmission line in Morgan County, Georgia

Not less than fifty (50) pounds per square inch gauge or at such other pressures as may be agreed upon in the day-to-day operations of Buyer and Seller.

2. Seller's Eminence Storage Field, Covington County, Mississippi.

Prevailing pressure in Seller's pipeline system not to exceed maximum allowable operating pressure.

EXHIBIT C

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN
TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS
AUTHORITY OF GEORGIA, AS BUYER, DATED Feb. 16, 2006.

Specification of Negotiated Rate and Term

None

EXHIBIT D

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN
TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS
AUTHORITY OF GEORGIA, AS BUYER, DATED Feb. 16, 2006.

| <u>Month</u> | <u>FT Entitlement (Dt/d)</u> |
|--------------|------------------------------|
| January | 1,175 |
| February | 1,175 |
| March | 1,066 |
| April | 932 |
| May | 725 |
| June | 699 |
| July | 699 |
| August | 688 |
| September | 725 |
| October | 932 |
| November | 1,066 |
| December | 1,175 |

AMENDMENT TO SERVICE AGREEMENT

THIS AMENDMENT ("Amendment") is entered into this 16 day of February, 2006, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as "Buyer," second party.

WITNESSETH

WHEREAS, Seller and Buyer are parties to a Service Agreement, dated January 1, 2006 (Seller's contract number 9035031), under Seller's Rate Schedule FT, pursuant to which Seller provides firm transportation service of up to a Transportation Contract Quantity as set forth in Exhibit D through Seller's pipeline system; and

WHEREAS, Seller and Buyer have mutually agreed to extend the primary term of the Service Agreement.

NOW THEREFORE, Seller and Buyer hereby agree to amend the Service Agreement as follows:

- 1. Article IV of the Service Agreement is hereby deleted in its entirety and replaced by the following:

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective as of January 1, 2006 and shall remain in force and effect until 9:00 a.m. Central Clock Time March 31, 2007 and thereafter until terminated by Seller or Buyer upon at least three (3) years written notice; 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 reasonable 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. As set forth in Section 8 of Article II of Seller's August 7, 1989 revised Stipulation and Agreement in Docket Nos. RP88-68 et.al., (a) pregranted abandonment under Section 284.221(d) of the Commission's Regulations shall not apply to any long term conversions from firm sales service to transportation service under Seller's Rate Schedule FT and (b) Seller shall not exercise its right to terminate this service agreement as it applies to transportation service resulting from conversions from firm sales service so long as Buyer is willing to pay rates no less favorable than Seller is otherwise able to collect from third parties for such service.

- 2. Except as herein amended, the Service Agreement shall remain in full force and effect pursuant to the terms thereof.

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

TRANSCONTINENTAL GAS PIPE LINE CORPORATION ("SELLER")

MUNICIPAL GAS AUTHORITY OF GEORGIA ("BUYER")

By Paul F. Egner III
Paul F. Egner III
Director - Marketing Services

By Michael J. Frey
Name: Michael J. Frey
Title VP, Gas Supply & Operations

Handwritten initials: CJK, LJC, JAB

Contract # 9035032

SERVICE AGREEMENT

between

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

and

MUNICIPAL GAS AUTHORITY OF GEORGIA

SERVICE AGREEMENT

THIS AGREEMENT entered into this 10th day of February, 2006, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as "Buyer," second party,

WITNESSETH

WHEREAS, Seller owns and operates an interstate gas pipeline system; and

WHEREAS, Seller and Maplesville Water and Gas Board are parties to a Service Agreement, dated February 1, 1992 (Seller's contract number 1004835), under Seller's Rate Schedule FT, pursuant to which Seller provides firm transportation service of up to a Transportation Contract Quantity as set forth in Exhibit C through Seller's pipeline system; and

WHEREAS, pursuant to Section 42 of the General Terms and Conditions of Seller's FERC Gas Tariff, Maplesville Water and Gas Board has permanently relinquished and released to Buyer the Transportation Contract Quantity as set forth in Exhibit C under that Service Agreement effective as of January 1, 2006; and

WHEREAS, Buyer has agreed to such permanent capacity release and is willing to assume all rights and obligations of Maplesville Water and Gas Board for the Transportation Contract Quantity as set forth in Exhibit C pursuant to the terms and conditions of this agreement.

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 FT, 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 a firm basis, up to a Transportation Contract Quantity ("TCQ") as set forth in Exhibit D.

2. Transportation service rendered hereunder shall not be subject to curtailment or interruption except as provided in Section 11 and, if applicable, Section 42 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, the pressure of the gas delivered or caused to be delivered by Buyer shall not exceed the maximum operating pressure(s) of Seller's pipeline system at such point(s) of receipt. In the event the maximum operating pressure(s) 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(s) of the gas delivered or caused to be delivered by Buyer to Seller at the point(s) of receipt shall be

SERVICE AGREEMENT (Continued)

correspondingly increased or decreased upon written notification of Seller to Buyer. The point(s) of receipt for natural gas received for transportation pursuant to this agreement shall be:

See Exhibit A, attached hereto, for points of receipt.

ARTICLE III POINT (S) OF DELIVERY

Seller shall redeliver to Buyer or for the account of Buyer the gas transported hereunder at the following point(s) of delivery and at a pressure(s) of:

See Exhibit B, attached hereto, for points of delivery and pressures.

ARTICLE IV TERM OF AGREEMENT

This agreement shall be effective as of January 1, 2006, and shall remain in force and effect until 9:00 a.m. Central Clock Time March 31, 2006 and thereafter until terminated by Seller or Buyer upon at least three (3) years written notice; 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 reasonable 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. As set forth in Section 8 of Article II of Seller's August 7, 1989 revised Stipulation and Agreement in Docket Nos. RP88-68 et.al., (a) pregranted abandonment under Section 284.221 (d) of the Commission's Regulations shall not apply to any long term conversions from firm sales service to transportation service under Seller's Rate Schedule FT and (b) Seller shall not exercise its right to terminate this service agreement as it applies to transportation service resulting from conversions from firm sales service so long as Buyer is willing to pay rates no less favorable than Seller is otherwise able to collect from third parties for such service.

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 FT 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 in 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 C 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, line loss make-up (and injection fuel under Seller's Rate Schedule GSS, if applicable) in providing the transportation service hereunder, which quantity may be changed from time to time and which will be specified in the currently effective Sheet No. 44 of Volume No. 1 of this Tariff which relates to service under this agreement and which is incorporated herein.

3. In addition to the applicable charges for firm transportation service pursuant to Section 3 of Seller's Rate Schedule FT, Buyer shall reimburse Seller for any and all filing fees incurred as a result of

SERVICE AGREEMENT (Continued)

Buyer's request for service under Seller's Rate Schedule FT, 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:

None.

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: Director – Marketing Services

(b) If to Buyer:
Municipal Gas Authority of Georgia
104 TownPark Drive
Kennesaw, Georgia 30144
Attn: Arthur C. Corbin

SERVICE AGREEMENT (Continued)

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 Paul F. Egner III
Paul F. Egner III
Director, Marketing Services

*OK
L. J. ...
...*

MUNICIPAL GAS AUTHORITY OF GEORGIA
(Buyer)

By Michael J. Frey
Michael J. Frey
VP, Gas Supply & Operations

EXHIBIT A

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS AUTHORITY OF GEORGIA, AS BUYER, DATED Feb. 16, 2006.

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|---|---|
| 1. Suction Side of Seller's Compressor Station 30 at the Existing Point of Interconnection between Seller's Central Texas Lateral and Seller's Mainline at Wharton County, Texas. (Station 30 #1000007) | 17% |
| 2. Existing Point of Interconnection between Seller and Valero Interstate Pipeline Company (Seller Meter No. 3396) at Wharton County, Texas. (Wharton Valero #1096690) | 17% |
| 3. Existing Point of Interconnection between Seller and Meter named Spanish Camp (Seller Meter No. 3365) Wharton County, Texas. (Spanish Camp-Delhi #1006895) | 17% |
| 4. Existing Point of Interconnection between Seller and Meter named Denton Cooley #1 (Seller Meter No. 3331), in Fort Bend County, Texas. (Denton Cooley #1) | 17% |
| 5. Existing Point of Interconnection between Seller and Meter named Randon East (Fulshear) (Seller Meter No. 1427), in Fort Bend County, Texas. (Randon East Fulshear) | 17% |
| 6. Existing Point of Interconnection between Seller and Houston Pipeline Company (Seller Meter No. 3364) at Fulshear, Fort Bend County, Texas. (Fulshear-HPL) | 17% |
| 7. Existing Point of Interconnection between Seller and Meter named White Oak Bayou-Kinder Morgan Tejas Pipeline (Seller Meter No. 3545), in Harris County, Texas. (White Oak Bayou-Tejas #1001036) | 17% |
| 8. Existing Point of Interconnection between Seller and Houston Pipeline Company (Seller Meter No. 4359) at Bammel, Harris County, Texas. (Bammel-HPL #1006014) | 17% |
| 9. Existing Point of Interconnection between Seller and Delhi Pipeline Company (Seller Meter No. 3346) at Hardin County, Texas. (Hardin-Delhi #1006696) | 17% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 10. Existing Point of Interconnection between Seller and Meter named Vidor Field Junction (Seller Meter No. 3554), in Jasper County, Texas. (Vidor Ames #1002337) | 17% |
| 11. Existing Point of Interconnection between Seller and Meter named Starks McConathy (Seller Meter No. 3535), in Calcasieu Parish, Louisiana.(Starks McConathy #1007346) | 17% |
| 12. Existing Point of Interconnection between Seller and Meter named DeQuincy Intercon (Seller Meter No. 2698), in Calcasieu Parish, Louisiana. (DeQuincy Intercon) | 17% |
| 13. Existing Point of Interconnection between Seller and Meter named DeQuincy Great Scott (Seller Meter No. 3357), in Calcasieu Parish, Louisiana. (DeQuincy Great Scott) | 17% |
| 14. Existing Point of Interconnection between Seller and Meter named Perkins-Phillips (Seller Meter No. 3532), in Calcasieu Parish, Louisiana. (Perkins-Phillips) | 17% |
| 15. Existing Point of Interconnection between Seller and Meter named Perkins (Intercon) (Seller Meter No. 3395), in Calcasieu Parish, Louisiana. (Perkins Intercon) | 17% |
| 16. Existing Point of Interconnection between Seller and Meter named Perkins East (Seller Meter No. 2369), in Beauregard Parish, Louisiana. (Perkins East) | 17% |
| 17. Discharge Side of Seller's Compressor Station 45 at the Existing Point of Interconnection between Seller's Southwest Louisiana Lateral and Seller's Mainline Beauregard Parish, Louisiana. (Station 45 #1000026) | 42% |
| 18 Existing Point of Interconnection between Seller and Texas Eastern Transmission Corporation (Seller Meter No. 4198) at Ragley, Beauregard Parish, Louisiana. (Ragley-TET #1006217) | 42% |
| 19. Existing Point of Interconnection between Seller and Trunkline Gas Company (Seller Meter No. 4215) at Ragley, Beauregard Parish, Louisiana. (Ragley-Trunkline #1006218) | 42% |
| 20. Existing Point of Interconnection between Seller and Tennessee Gas Transmission Company (Seller Meter No. 3371) at Kinder, Allen Parish, Louisiana. (Kinder Tenn #1006149)** | 42% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 21. Existing Point of Interconnection between Seller and Texas Gas Transmission Corporation (Seller Meter Nos. 3227, 4314, 4457) at Eunice, Evangeline Parish, Louisiana. (Eunice Mamou Tx Gas #1006923) | 42% |
| 22. Suction Side of Seller's Compressor Station 50 at the Existing Point of Interconnection between Seller's Central Louisiana Lateral and Seller's Mainline Evangeline Parish, Louisiana. (Station 50 #1000040) | 61% |
| 23. Existing Point of Interconnection between Seller and Columbia Gulf Transmission Corporation (Seller Meter No. 3142) at Eunice, Evangeline Parish, Louisiana. (Eunice Evangeline Col. Gulf #1006414) | 61% |
| 24. Discharge Side of Seller's Compressor Station 54 at Seller's Washington Storage Field, St. Landry Parish, Louisiana (Station 54 #1002687) | 61% |
| 25. Existing Point of Interconnection between Seller and Acadian Pipeline (Seller Meter No. 3506) in Pointe Coupee Parish, Louisiana. (Morganza-Acadian Pipeline #1003413) | 61% |
| 26. Existing Point of Interconnection (Seller Meter No. 3272) at M.P. 566.92, Morganza Field, Point Coupee Parish, Louisiana. (Morganza Field) | 61% |
| 27. Existing Point of Interconnection between Seller and Meter named West Feliciana Parish-Creole (Seller Meter No. 4464), in West Feliciana Parish, Louisiana. (West Feliciana Parish-Creole #1007165) | 61% |
| 28. Existing Point of Interconnection between Seller and Mid-Louisiana Gas Company (Seller Meter Nos. 4137, 4184, 3229) at Ethel, East Feliciana Parish, Louisiana. (Ethel-Mid LA #1006083) | 61% |
| 29. Existing Point of Interconnection between Seller and Meter named Liverpool Northwest (Seller Meter No. 3390), in St. Helena Parish, Louisiana. (Liverpool Northwest) | 61% |
| 30. Suction Side of Seller's Compressor Station 62 on Seller's Southeast Louisiana Lateral in Terrebonne Parish, Louisiana. (Station 62 #1000762) | 39% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 31. Existing Point of Interconnection between Seller and Meter named Texas Gas-Thibodeaux (Seller Meter No. 3533), in Lafourche Parish, Louisiana. (TXGT-Thibodeaux #1007206) | 39% |
| 32. Existing Point of Interconnection between Seller and Meter named Romeville-Cypress Gas Pipeline (Seller Meter No. 4410) in St. James Parish, Louisiana. (Romeville-Cypress Gas Pipeline #1000580) | 39% |
| 33. Existing Point of Interconnection between Seller and Meter named St. James CCIPC (Seller Meter No. 4462) in St James Parish, Louisiana. (St. James CCPIC #1007164)** | 39% |
| 34. Existing Point of Interconnection between Seller and Meter named St. James Faustina (St. Amelia) (Seller Meter No. 3328), in St. James Parish, Louisiana. (St. James Faustina (St. Amelia) #1006268)** | 39% |
| 35. Existing Point of Interconnection between Seller and Meter named St James Acadian (Seller Meter No. 4366), in St. James Parish, Louisiana. (St. James Acadian #1006677)** | 39% |
| 36. Existing Point of Interconnection between Seller and Meter named Livingston-Flare (Seller Meter No. 3450), in Livingston Parish, Louisiana. (Livingston-Flare) | 39% |
| 37. Existing Point of Interconnection between Seller and Florida Gas Transmission Company (Seller Meter No. 3217) at St. Helena, St. Helena Parish, Louisiana. (St. Helena FGT #1006267) | 39% |
| 38. Existing Point of Interconnection between Seller and Meter named Beaver Dam Creek (Seller Meter No. 3536), in St. Helena Parish, Louisiana. (Beaver Dam Creek #1008218) | 39% |
| 39. Suction Side of Seller's Compressor Station 65 at the Existing Point of Interconnection between Seller's Southeast Louisiana Lateral and Seller's Mainline St. Helena Parish, Louisiana. (Station 65 #1000065) | 100% |
| 40. Existing Point of Interconnection between Seller and Meter named Amite County – J.P. (Seller Meter No. 3332), in Amite County, Mississippi. (Amite County – J.P. #9000163) | 100% |
| 41. Existing Point of Interconnection between Seller and Meter named McComb (Seller Meter No. 3461), in Pike County, Mississippi. (McComb #1002726) | 100% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 42. Existing Point of Interconnection between Seller and Koch Gas Pipe Line Company at Holmesville (Seller Meter No. 3150), Pike County, Mississippi. (Holmesville-Koch #1003170) | 100% |
| 43. Discharge Side of Seller's Compressor Station 70 at M.P. 661.77 in Walthall County, Mississippi. (M.P. 661.7-Station 70 Discharge) | 100% |
| 44. Existing Point of Interconnection between Seller and Koch Gas Pipeline Company at Walthall (Seller Meter No. 3095) in Walthall County, Mississippi. (Walthall-Koch) | 100% |
| 45. Existing Point of Interconnection between Seller and Meter named Darbun-Pruett 34-10 (Seller Meter No. 3446) at M.P. 668.46 on Seller's Main Transmission Line, Darbun Field, Walthall County, Mississippi. (Darbun Pruett #1006750) | 100% |
| 46. Existing Point of Interconnection between Seller and Meter named Ivy Newsome (Seller Meter No. 3413) in Marion County, Mississippi. (Ivy Newsome) | 100% |
| 47. Existing Point of Interconnection between Seller and West Oakvale Field at M.P. 680.47-Marion County, Mississippi. (M.P. 680.47-West Oakvale Field) | 100% |
| 48. Existing Point of Interconnection between Seller and East Morgantown Field at M.P. 680.47 in Marion County, Mississippi. (M.P. 680.47-E. Morgantown Field) | 100% |
| 49. Existing Point of Interconnection between Seller and Greens Creek Field, at M.P. 681.84 Marion County, Mississippi. (M.P. 681.84 Greens Creek Field) | 100% |
| 50. Existing Point of Interconnection between Seller and Meter named M.P. 685.00-Oakville Unit 6-6 in Jefferson Davis County, Mississippi. (M.P. 685.00-Oakville Unit 6-6) | 100% |
| 51. Existing Point of Interconnection between Seller and Meter named M.P. 687.23-Oakvale Field in Marion County, Mississippi. (M.P. 687.23-Oakvale Field) | 100% |
| 52. Existing Point of Interconnection between Seller and Bassfield at named M.P. 696.40 in Marion County, Mississippi. (M.P. 696.40 Bassfield) | 100% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 53. Existing Point of Interconnection between Seller and Meter named Lithium/Holiday Creek-Frm (Seller Meter No. 3418), in Jefferson Davis County, Mississippi. (Lithium/Holiday Creek-Frm) | 100% |
| 54. Existing Point of Interconnection between Seller and S. W. Sumrall Field and Holiday Creek at M.P. 692.05-Holiday Creek in Jefferson Davis, Mississippi. (M.P. 692.05-Holiday Creek) | 100% |
| 55. Existing Point of Interconnection between Seller and ANR Pipe Line Company at Holiday Creek (Seller Meter No. 3241), Jefferson Davis County, Mississippi. (Holiday Creek-ANR #1007159) | 100% |
| 56. Existing Point of Interconnection between Seller and Aim Pipeline at Jeff Davis (Seller Meter No. 3252), Jefferson Davis County, Mississippi. (Jefferson Davis County-Aim Pipeline TP#1006579) | 100% |
| 57. Existing Point of Interconnection between Seller and Meter named Jefferson Davis-Frm (Seller Meter No. 4420), in Jefferson Davis County, Mississippi. (Jefferson Davis-Frm) | 100% |
| 58. Existing Point of Interconnection between Seller and Carson Dome Field M.P. 696.41, in Jefferson Davis County, Mississippi. (M.P. 696.41-Carson Dome Field) | 100% |
| 59. Existing Point of Interconnection between Seller and Meter Station named Bassfield-ANR Company at M.P. 703.17 on Seller's Main Transmission Line (Seller Meter No. 3238), Covington County, Mississippi. (Bassfield-ANR) | 100% |
| 60. Existing Point of Interconnection between Seller and Meter named Patti Bihm #1 (Seller Meter No. 3468), in Covington County, Mississippi. (Patty Bihm #1) | 100% |
| 61. Discharge Side of Seller's Compressor at Seller's Eminence Storage Field (Seller Meter No. 4166 and 3160) in Covington County, Mississippi. (Eminence Storage #1002689) | 100% |
| 62. Existing Point of Interconnection between Seller and Meter named Sun Speed #1 in Covington County, Mississippi. (Sun Speed #1 #1000085) | 100% |
| 63. Existing Point of Interconnection between Seller and Hattiesburg-First Reserve in Covington County, Mississippi. (Hattiesburg-First Reserve Storage #1001686) | 100% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|---|---|
| 64. Existing Point at M.P. 719.58 on Seller's Main Transmission Line (Seller Meter No. 3544), Centerville Dome Field, Jones County, Mississippi. (Centerville Dome Field #1001532) | 100% |
| 65. Existing Point of Interconnection between Seller and Meter Named Calhoun (Seller Meter No. 3404), in Jones County, Mississippi. (Calhoun) | 100% |
| 66. Existing Point at M.P. 727.78 on Seller's Main Transmission Line, Jones County, Mississippi. (Jones County - Gitano) | 100% |
| 67. Existing Point of Interconnection between Seller and a Meter named Koch Reedy Creek (Seller Meter No. 3333), Jones County, Mississippi. (Reedy Creek Koch #1000670) | 100% |
| 68. Existing Point of Interconnection between Seller and Meter named Sharon Field (Seller Meter No. 3000), in Jones County, Mississippi. (Sharon Field #1001327) | 100% |
| 69. Existing Point of Interconnection between Seller and Tennessee Gas Transmission Company at Heidelberg (Seller Meter No. 3109), Jasper County, Mississippi. (Heidelberg Tenn #1006120) | 100% |
| 70. Existing Point of Interconnection between Seller and Aim Pipeline at Clarke (Seller Meter No. 3254), Clarke County, Mississippi. (Clarke County Aim Pipeline #1006047) | 100% |
| 71. Existing Point of Interconnection between Seller and Meter named Clarke County-Koch at M.P. 757.29 in Clarke County, Mississippi. (Clarke County Koch) | 100% |
| 72. Existing Point of Interconnection between Seller's Mainline and Mobile Bay Lateral at M.P. 784.66 in Choctaw County, Alabama (Station 85-Mobile Bay Pool) | 100% |
| 73. Existing Point of Interconnection between Seller's Mainline and Mobile Bay Lateral at M.P. 784.66 in Choctaw County, Alabama (Station 85 #1000105) | 100% |

Buyer shall not tender, without the prior consent of Seller, at any point(s) of receipt on any day a quantity in excess of the applicable Buyer's Cumulative Mainline Capacity Entitlement for such point(s) of receipt.

* These quantities do not include the additional quantities of gas retained by Seller for applicable compressor fuel and line loss make-up provided for in Article V, 2 of this Service Agreement, which are subject to change as provided for in Article V, 2 hereof. Therefore, Buyer shall also deliver or cause to be delivered at the receipt points such additional quantities of gas in kind to be retained by Seller for compressor fuel and line loss make-up.

** Receipt of gas by displacement only.

EXHIBIT B

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS AUTHORITY OF GEORGIA, AS BUYER, DATED Feb 16, 2006.

Point(s) of Delivery

1. Maplesville Meter Station, located at mile post 879.00 on Seller's main transmission line near Jones, Autauga County, Alabama.
2. Seller's Eminence Storage Field, Covington County, Mississippi.

Pressures

Not less than fifty (50) pounds per square inch gauge or at such other pressures as may be agreed upon in the day-to-day operations of Buyer and Seller.

Prevailing pressure in Seller's pipeline system not to exceed maximum allowable operating pressure.

EXHIBIT C

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN
TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS
AUTHORITY OF GEORGIA, AS BUYER, DATED Feb. 16, 2006.

Specification of Negotiated Rate and Term

None

EXHIBIT D

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN
TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS
AUTHORITY OF GEORGIA, AS BUYER, DATED Feb 16, 2006.

| <u>Month</u> | <u>FT Entitlement (Dt/d)</u> |
|--------------|------------------------------|
| January | 705 |
| February | 601 |
| March | 446 |
| April | 394 |
| May | 275 |
| June | 265 |
| July | 265 |
| August | 265 |
| September | 265 |
| October | 255 |
| November | 394 |
| December | 601 |

AMENDMENT TO SERVICE AGREEMENT

THIS AMENDMENT ("Amendment") is entered into this 16 day of February, 2006, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as "Buyer," second party.

WITNESSETH

WHEREAS, Seller and Buyer are parties to a Service Agreement, dated January 1, 2006 (Seller's contract number 9035032), under Seller's Rate Schedule FT, pursuant to which Seller provides firm transportation service of up to a Transportation Contract Quantity as set forth in Exhibit D through Seller's pipeline system; and

WHEREAS, Seller and Buyer have mutually agreed to extend the primary term of the Service Agreement.

NOW THEREFORE, Seller and Buyer hereby agree to amend the Service Agreement as follows:

- 1. Article IV of the Service Agreement is hereby deleted in its entirety and replaced by the following:

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective as of January 1, 2006 and shall remain in force and effect until 9:00 a.m. Central Clock Time March 31, 2007 and thereafter until terminated by Seller or Buyer upon at least three (3) years written notice; 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 reasonable 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. As set forth in Section 8 of Article II of Seller's August 7, 1989 revised Stipulation and Agreement in Docket Nos. RP88-68 et.al., (a) pregranted abandonment under Section 284.221(d) of the Commission's Regulations shall not apply to any long term conversions from firm sales service to transportation service under Seller's Rate Schedule FT and (b) Seller shall not exercise its right to terminate this service agreement as it applies to transportation service resulting from conversions from firm sales service so long as Buyer is willing to pay rates no less favorable than Seller is otherwise able to collect from third parties for such service.

- 2. Except as herein amended, the Service Agreement shall remain in full force and effect pursuant to the terms thereof.

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

TRANSCONTINENTAL GAS PIPE LINE CORPORATION ("SELLER")

MUNICIPAL GAS AUTHORITY OF GEORGIA ("BUYER")

By Paul F. Egner III
Paul F. Egner III
Director - Marketing Services

By Michael J. Frey
Name: Michael J. Frey
Title VP, Gas Supply & Operations

*OK
LJC
JJB*

Contract # 9035033

SERVICE AGREEMENT

between

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

and

MUNICIPAL GAS AUTHORITY OF GEORGIA

SERVICE AGREEMENT

THIS AGREEMENT entered into this 16th day of February, 2006, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as "Buyer," second party,

WITNESSETH

WHEREAS, Seller owns and operates an interstate gas pipeline system; and

WHEREAS, Seller and City of Monroe, Georgia are parties to a Service Agreement, dated February 1, 1992 (Seller's contract number 1004836), under Seller's Rate Schedule FT, pursuant to which Seller provides firm transportation service of up to a Transportation Contract Quantity as set forth in Exhibit C through Seller's pipeline system; and

WHEREAS, pursuant to Section 42 of the General Terms and Conditions of Seller's FERC Gas Tariff, City of Monroe, Georgia has permanently relinquished and released to Buyer the Transportation Contract Quantity as set forth in Exhibit C under that Service Agreement effective as of January 1, 2006; and

WHEREAS, Buyer has agreed to such permanent capacity release and is willing to assume all rights and obligations of City of Monroe, Georgia for the Transportation Contract Quantity as set forth in Exhibit C pursuant to the terms and conditions of this agreement.

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 FT, 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 a firm basis, up to a Transportation Contract Quantity ("TCQ") as set forth in Exhibit D.

2. Transportation service rendered hereunder shall not be subject to curtailment or interruption except as provided in Section 11 and, if applicable, Section 42 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, the pressure of the gas delivered or caused to be delivered by Buyer shall not exceed the maximum operating pressure(s) of Seller's pipeline system at such point(s) of receipt. In the event the maximum operating pressure(s) 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(s) of the gas delivered or caused to be delivered by Buyer to Seller at the point(s) of receipt shall be

SERVICE AGREEMENT (Continued)

correspondingly increased or decreased upon written notification of Seller to Buyer. The point(s) of receipt for natural gas received for transportation pursuant to this agreement shall be:

See Exhibit A, attached hereto, for points of receipt.

ARTICLE III POINT (S) OF DELIVERY

Seller shall redeliver to Buyer or for the account of Buyer the gas transported hereunder at the following point(s) of delivery and at a pressure(s) of:

See Exhibit B, attached hereto, for points of delivery and pressures.

ARTICLE IV TERM OF AGREEMENT

This agreement shall be effective as of January 1, 2006, and shall remain in force and effect until 9:00 a.m. Central Clock Time March 31, 2006 and thereafter until terminated by Seller or Buyer upon at least three (3) years written notice; 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 reasonable 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. As set forth in Section 8 of Article II of Seller's August 7, 1989 revised Stipulation and Agreement in Docket Nos. RP88-68 et.al., (a) pregranted abandonment under Section 284.221 (d) of the Commission's Regulations shall not apply to any long term conversions from firm sales service to transportation service under Seller's Rate Schedule FT and (b) Seller shall not exercise its right to terminate this service agreement as it applies to transportation service resulting from conversions from firm sales service so long as Buyer is willing to pay rates no less favorable than Seller is otherwise able to collect from third parties for such service.

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 FT 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 in 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 C 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, line loss make-up (and injection fuel under Seller's Rate Schedule GSS, if applicable) in providing the transportation service hereunder, which quantity may be changed from time to time and which will be specified in the currently effective Sheet No. 44 of Volume No. 1 of this Tariff which relates to service under this agreement and which is incorporated herein.

3. In addition to the applicable charges for firm transportation service pursuant to Section 3 of Seller's Rate Schedule FT, Buyer shall reimburse Seller for any and all filing fees incurred as a result of

SERVICE AGREEMENT (Continued)

Buyer's request for service under Seller's Rate Schedule FT, 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:
None.

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: Director – Marketing Services

(b) If to Buyer:
Municipal Gas Authority of Georgia
104 TownPark Drive
Kennesaw, Georgia 30144
Attn: Arthur C. Corbin

SERVICE AGREEMENT (Continued)

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 Paul F. Egner III
Paul F. Egner III
Director, Marketing Services

Handwritten initials: JFE, OK

MUNICIPAL GAS AUTHORITY OF GEORGIA
(Buyer)

By Michael J. Frey
Michael J. Frey
VP, Gas Supply & Operations

EXHIBIT A

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS AUTHORITY OF GEORGIA, AS BUYER, DATED Feb 16, 2006.

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|---|---|
| 1. Suction Side of Seller's Compressor Station 30 at the Existing Point of Interconnection between Seller's Central Texas Lateral and Seller's Mainline at Wharton County, Texas. (Station 30 #1000007) | 17% |
| 2. Existing Point of Interconnection between Seller and Valero Interstate Pipeline Company (Seller Meter No. 3396) at Wharton County, Texas. (Wharton Valero #1096690) | 17% |
| 3. Existing Point of Interconnection between Seller and Meter named Spanish Camp (Seller Meter No. 3365) Wharton County, Texas. (Spanish Camp-Delhi #1006895) | 17% |
| 4. Existing Point of Interconnection between Seller and Meter named Denton Cooley #1 (Seller Meter No. 3331), in Fort Bend County, Texas. (Denton Cooley #1) | 17% |
| 5. Existing Point of Interconnection between Seller and Meter named Randon East (Fulshear) (Seller Meter No. 1427), in Fort Bend County, Texas. (Randon East Fulshear) | 17% |
| 6. Existing Point of Interconnection between Seller and Houston Pipeline Company (Seller Meter No. 3364) at Fulshear, Fort Bend County, Texas. (Fulshear-HPL) | 17% |
| 7. Existing Point of Interconnection between Seller and Meter named White Oak Bayou-Kinder Morgan Tejas Pipeline (Seller Meter No. 3545), in Harris County, Texas. (White Oak Bayou-Tejas #1001036) | 17% |
| 8. Existing Point of Interconnection between Seller and Houston Pipeline Company (Seller Meter No. 4359) at Bammel, Harris County, Texas. (Bammel-HPL #1006014) | 17% |
| 9. Existing Point of Interconnection between Seller and Delhi Pipeline Company (Seller Meter No. 3346) at Hardin County, Texas. (Hardin-Delhi #1006696) | 17% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 10. Existing Point of Interconnection between Seller and Meter named Vidor Field Junction (Seller Meter No. 3554), in Jasper County, Texas. (Vidor Ames #1002337) | 17% |
| 11. Existing Point of Interconnection between Seller and Meter named Starks McConathy (Seller Meter No. 3535), in Calcasieu Parish, Louisiana.(Starks McConathy #1007346) | 17% |
| 12. Existing Point of Interconnection between Seller and Meter named DeQuincy Intercon (Seller Meter No. 2698), in Calcasieu Parish, Louisiana. (DeQuincy Intercon) | 17% |
| 13. Existing Point of Interconnection between Seller and Meter named DeQuincy Great Scott (Seller Meter No. 3357), in Calcasieu Parish, Louisiana. (DeQuincy Great Scott) | 17% |
| 14. Existing Point of Interconnection between Seller and Meter named Perkins-Phillips (Seller Meter No. 3532), in Calcasieu Parish, Louisiana. (Perkins-Phillips) | 17% |
| 15. Existing Point of Interconnection between Seller and Meter named Perkins (Intercon) (Seller Meter No. 3395), in Calcasieu Parish, Louisiana. (Perkins Intercon) | 17% |
| 16. Existing Point of Interconnection between Seller and Meter named Perkins East (Seller Meter No. 2369), in Beauregard Parish, Louisiana. (Perkins East) | 17% |
| 17. Discharge Side of Seller's Compressor Station 45 at the Existing Point of Interconnection between Seller's Southwest Louisiana Lateral and Seller's Mainline Beauregard Parish, Louisiana. (Station 45 #1000026) | 42% |
| 18 Existing Point of Interconnection between Seller and Texas Eastern Transmission Corporation (Seller Meter No. 4198) at Ragley, Beauregard Parish, Louisiana. (Ragley-TET #1006217) | 42% |
| 19. Existing Point of Interconnection between Seller and Trunkline Gas Company (Seller Meter No. 4215) at Ragley, Beauregard Parish, Louisiana. (Ragley-Trunkline #1006218) | 42% |
| 20. Existing Point of Interconnection between Seller and Tennessee Gas Transmission Company (Seller Meter No. 3371) at Kinder, Allen Parish, Louisiana. (Kinder Tenn #1006149)** | 42% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 21. Existing Point of Interconnection between Seller and Texas Gas Transmission Corporation (Seller Meter Nos. 3227, 4314, 4457) at Eunice, Evangeline Parish, Louisiana. (Eunice Mamou Tx Gas #1006923) | 42% |
| 22. Suction Side of Seller's Compressor Station 50 at the Existing Point of Interconnection between Seller's Central Louisiana Lateral and Seller's Mainline Evangeline Parish, Louisiana. (Station 50 #1000040) | 61% |
| 23. Existing Point of Interconnection between Seller and Columbia Gulf Transmission Corporation (Seller Meter No. 3142) at Eunice, Evangeline Parish, Louisiana. (Eunice Evangeline Col. Gulf #1006414) | 61% |
| 24. Discharge Side of Seller's Compressor Station 54 at Seller's Washington Storage Field, St. Landry Parish, Louisiana (Station 54 #1002687) | 61% December-February 61%+81 dt March-November |
| 25. Existing Point of Interconnection between Seller and Acadian Pipeline (Seller Meter No. 3506) in Pointe Coupee Parish, Louisiana. (Morganza-Acadian Pipeline #1003413) | 61% |
| 26. Existing Point of Interconnection (Seller Meter No. 3272) at M.P. 566.92, Morganza Field, Point Coupee Parish, Louisiana. (Morganza Field) | 61% |
| 27. Existing Point of Interconnection between Seller and Meter named West Feliciana Parish-Creole (Seller Meter No. 4464), in West Feliciana Parish, Louisiana. (West Feliciana Parish-Creole #1007165) | 61% |
| 28. Existing Point of Interconnection between Seller and Mid-Louisiana Gas Company (Seller Meter Nos. 4137, 4184, 3229) at Ethel, East Feliciana Parish, Louisiana. (Ethel-Mid LA #1006083) | 61% |
| 29. Existing Point of Interconnection between Seller and Meter named Liverpool Northwest (Seller Meter No. 3390), in St. Helena Parish, Louisiana. (Liverpool Northwest) | 61% |
| 30. Suction Side of Seller's Compressor Station 62 on Seller's Southeast Louisiana Lateral in Terrebonne Parish, Louisiana. (Station 62 #1000762) | 39% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCO each day)*</u> |
|--|---|
| 31. Existing Point of Interconnection between Seller and Meter named Texas Gas-Thibodeaux (Seller Meter No. 3533), in Lafourche Parish, Louisiana. (TXGT-Thibodeaux #1007206) | 39% |
| 32. Existing Point of Interconnection between Seller and Meter named Romeville-Cypress Gas Pipeline (Seller Meter No. 4410) in St. James Parish, Louisiana. (Romeville-Cypress Gas Pipeline #1000580) | 39% |
| 33. Existing Point of Interconnection between Seller and Meter named St. James CCIPC (Seller Meter No. 4462) in St James Parish, Louisiana. (St. James CCPIC #1007164)** | 39% |
| 34. Existing Point of Interconnection between Seller and Meter named St. James Faustina (St. Amelia) (Seller Meter No. 3328), in St. James Parish, Louisiana. (St. James Faustina (St. Amelia) #1006268)** | 39% |
| 35. Existing Point of Interconnection between Seller and Meter named St James Acadian (Seller Meter No. 4366), in St. James Parish, Louisiana. (St. James Acadian #1006677)** | 39% |
| 36. Existing Point of Interconnection between Seller and Meter named Livingston-Flare (Seller Meter No. 3450), in Livingston Parish, Louisiana. (Livingston-Flare) | 39% |
| 37. Existing Point of Interconnection between Seller and Florida Gas Transmission Company (Seller Meter No. 3217) at St. Helena, St. Helena Parish, Louisiana. (St. Helena FGT #1006267) | 39% |
| 38. Existing Point of Interconnection between Seller and Meter named Beaver Dam Creek (Seller Meter No. 3536), in St. Helena Parish, Louisiana. (Beaver Dam Creek #1008218) | 39% |
| 39. Suction Side of Seller's Compressor Station 65 at the Existing Point of Interconnection between Seller's Southeast Louisiana Lateral and Seller's Mainline St. Helena Parish, Louisiana. (Station 65 #1000065) | 100% |
| 40. Existing Point of Interconnection between Seller and Meter named Amite County – J.P. (Seller Meter No. 3332), in Amite County, Mississippi. (Amite County – J.P. #9000163) | 100% |
| 41. Existing Point of Interconnection between Seller and Meter named McComb (Seller Meter No. 3461), in Pike County, Mississippi. (McComb #1002726) | 100% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 42. Existing Point of Interconnection between Seller and Koch Gas Pipe Line Company at Holmesville (Seller Meter No. 3150), Pike County, Mississippi. (Holmesville-Koch #1003170) | 100% |
| 43. Discharge Side of Seller's Compressor Station 70 at M.P. 661.77 in Walthall County, Mississippi. (M.P. 661.7-Station 70 Discharge) | 100% |
| 44. Existing Point of Interconnection between Seller and Koch Gas Pipeline Company at Walthall (Seller Meter No. 3095) in Walthall County, Mississippi. (Walthall-Koch) | 100% |
| 45. Existing Point of Interconnection between Seller and Meter named Darbun-Pruett 34-10 (Seller Meter No. 3446) at M.P. 668.46 on Seller's Main Transmission Line, Darbun Field, Walthall County, Mississippi. (Darbun Pruett #1006750) | 100% |
| 46. Existing Point of Interconnection between Seller and Meter named Ivy Newsome (Seller Meter No. 3413) in Marion County, Mississippi. (Ivy Newsome) | 100% |
| 47. Existing Point of Interconnection between Seller and West Oakvale Field at M.P. 680.47-Marion County, Mississippi. (M.P. 680.47-West Oakvale Field) | 100% |
| 48. Existing Point of Interconnection between Seller and East Morgantown Field at M.P. 680.47 in Marion County, Mississippi. (M.P. 680.47-E. Morgantown Field) | 100% |
| 49. Existing Point of Interconnection between Seller and Greens Creek Field, at M.P. 681.84 Marion County, Mississippi. (M.P. 681.84 Greens Creek Field) | 100% |
| 50. Existing Point of Interconnection between Seller and Meter named M.P. 685.00-Oakville Unit 6-6 in Jefferson Davis County, Mississippi. (M.P. 685.00-Oakville Unit 6-6) | 100% |
| 51. Existing Point of Interconnection between Seller and Meter named M.P. 687.23-Oakvale Field in Marion County, Mississippi. (M.P. 687.23-Oakvale Field) | 100% |
| 52. Existing Point of Interconnection between Seller and Bassfield at named M.P. 696.40 in Marion County, Mississippi. (M.P. 696.40 Bassfield) | 100% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 53. Existing Point of Interconnection between Seller and Meter named Lithium/Holiday Creek-Frm (Seller Meter No. 3418), in Jefferson Davis County, Mississippi. (Lithium/Holiday Creek-Frm) | 100% |
| 54. Existing Point of Interconnection between Seller and S. W. Sumrall Field and Holiday Creek at M.P. 692.05-Holiday Creek in Jefferson Davis, Mississippi. (M.P. 692.05-Holiday Creek) | 100% |
| 55. Existing Point of Interconnection between Seller and ANR Pipe Line Company at Holiday Creek (Seller Meter No. 3241), Jefferson Davis County, Mississippi. (Holiday Creek-ANR #1007159) | 100% |
| 56. Existing Point of Interconnection between Seller and Aim Pipeline at Jeff Davis (Seller Meter No. 3252), Jefferson Davis County, Mississippi. (Jefferson Davis County-Aim Pipeline TP#1006579) | 100% |
| 57. Existing Point of Interconnection between Seller and Meter named Jefferson Davis-Frm (Seller Meter No. 4420), in Jefferson Davis County, Mississippi. (Jefferson Davis-Frm) | 100% |
| 58. Existing Point of Interconnection between Seller and Carson Dome Field M.P. 696.41, in Jefferson Davis County, Mississippi. (M.P. 696.41-Carson Dome Field) | 100% |
| 59. Existing Point of Interconnection between Seller and Meter Station named Bassfield-ANR Company at M.P. 703.17 on Seller's Main Transmission Line (Seller Meter No. 3238), Covington County, Mississippi. (Bassfield-ANR) | 100% |
| 60. Existing Point of Interconnection between Seller and Meter named Patti Bihm #1 (Seller Meter No. 3468), in Covington County, Mississippi. (Patty Bihm #1) | 100% |
| 61. Discharge Side of Seller's Compressor at Seller's Eminence Storage Field (Seller Meter No. 4166 and 3160) in Covington County, Mississippi. (Eminence Storage #1002689) | 100% |
| 62. Existing Point of Interconnection between Seller and Meter named Sun Speed #1 in Covington County, Mississippi. (Sun Speed #1 #1000085) | 100% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|---|---|
| 63. Existing Point of Interconnection between Seller and Hattiesburg-First Reserve in Covington County, Mississippi. (Hattiesburg-First Reserve Storage #1001686) | 100% |
| 64. Existing Point at M.P. 719.58 on Seller's Main Transmission Line (Seller Meter No. 3544), Centerville Dome Field, Jones County, Mississippi. (Centerville Dome Field #1001532) | 100% |
| 65. Existing Point of Interconnection between Seller and Meter Named Calhoun (Seller Meter No. 3404), in Jones County, Mississippi. (Calhoun) | 100% |
| 66. Existing Point at M.P. 727.78 on Seller's Main Transmission Line, Jones County, Mississippi. (Jones County - Gitano) | 100% |
| 67. Existing Point of Interconnection between Seller and a Meter named Koch Reedy Creek (Seller Meter No. 3333), Jones County, Mississippi. (Reedy Creek Koch #1000670) | 100% |
| 68. Existing Point of Interconnection between Seller and Meter named Sharon Field (Seller Meter No. 3000), in Jones County, Mississippi. (Sharon Field #1001327) | 100% |
| 69. Existing Point of Interconnection between Seller and Tennessee Gas Transmission Company at Heidelberg (Seller Meter No. 3109), Jasper County, Mississippi. (Heidelberg Tenn #1006120) | 100% |
| 70. Existing Point of Interconnection between Seller and Aim Pipeline at Clarke (Seller Meter No. 3254), Clarke County, Mississippi. (Clarke County Aim Pipeline #1006047) | 100% |
| 71. Existing Point of Interconnection between Seller and Meter named Clarke County-Koch at M.P. 757.29 in Clarke County, Mississippi. (Clarke County Koch) | 100% |
| 72. Existing Point of Interconnection between Seller's Mainline and Mobile Bay Lateral at M.P. 784.66 in Choctaw County, Alabama (Station 85-Mobile Bay Pool) | 100% |
| 73. Existing Point of Interconnection between Seller's Mainline and Mobile Bay Lateral at M.P. 784.66 in Choctaw County, Alabama (Station 85 #1000105) | 100% |
| 74. Existing Point of Interconnection between Seller and Magnolia Pipeline in Chilton County, Alabama. (Magnolia Pipeline Interconnect #1001808) | 100% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 75. Existing Point of Interconnection between Seller and Southern Natural Gas Company, (Seller Meter No. 4087) at Jonesboro, Clayton County, Georgia. (Jonesboro-SNG #1003176) | 100% |

Buyer shall not tender, without the prior consent of Seller, at any point(s) of receipt on any day a quantity in excess of the applicable Buyer's Cumulative Mainline Capacity Entitlement for such point(s) of receipt.

* These quantities do not include the additional quantities of gas retained by Seller for applicable compressor fuel and line loss make-up provided for in Article V, 2 of this Service Agreement, which are subject to change as provided for in Article V, 2 hereof. Therefore, Buyer shall also deliver or cause to be delivered at the receipt points such additional quantities of gas in kind to be retained by Seller for compressor fuel and line loss make-up.

** Receipt of gas by displacement only.

EXHIBIT B

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS AUTHORITY OF GEORGIA, AS BUYER, DATED Feb. 16, 2006.

| <u>Point(s) of Delivery</u> | <u>Pressures</u> |
|--|---|
| 1. Station 54* | Not applicable |
| 2. Monroe Meter Station, located at point of connection of Seller's facilities and those of the City of Monroe, Georgia adjacent to State Highway No. 11 approximately 1.25 miles northwesterly from the City of Monroe, Walton County, Georgia. | Not less than fifty (50) pounds per square inch gauge. |
| 3. Seller's Eminence Storage Field, Covington County, Mississippi. | Prevailing pressure in Seller's pipeline system not to exceed maximum allowable operating pressure. |

* Delivery to Seller's Washington Storage Field for injection into storage is subject to the terms, conditions and limitations of Seller's WSS Rate Schedule.

EXHIBIT C

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN
TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS
AUTHORITY OF GEORGIA, AS BUYER, DATED Feb. 16, 2006.

Specification of Negotiated Rate and Term

None

EXHIBIT D

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN
TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS
AUTHORITY OF GEORGIA, AS BUYER, DATED Feb. 16, 2006.

| <u>Month</u> | <u>FT Entitlement (Dt/d)</u> |
|--------------|------------------------------|
| January | 4,833 |
| February | 4,833 |
| March | 4,677 |
| April | 4,418 |
| May | 3,694 |
| June | 3,383 |
| July | 3,378 |
| August | 3,373 |
| September | 3,694 |
| October | 4,418 |
| November | 4,677 |
| December | 4,833 |

AMENDMENT TO SERVICE AGREEMENT

THIS AMENDMENT ("Amendment") is entered into this 16 day of February, 2006, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as "Buyer," second party.

WITNESSETH

WHEREAS, Seller and Buyer are parties to a Service Agreement, dated January 1, 2006 (Seller's contract number 9035033), under Seller's Rate Schedule FT, pursuant to which Seller provides firm transportation service of up to a Transportation Contract Quantity as set forth in Exhibit D through Seller's pipeline system; and

WHEREAS, Seller and Buyer have mutually agreed to extend the primary term of the Service Agreement.

NOW THEREFORE, Seller and Buyer hereby agree to amend the Service Agreement as follows:

- 1. Article IV of the Service Agreement is hereby deleted in its entirety and replaced by the following:

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective as of January 1, 2006 and shall remain in force and effect until 9:00 a.m. Central Clock Time March 31, 2007 and thereafter until terminated by Seller or Buyer upon at least three (3) years written notice; 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 reasonable 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. As set forth in Section 8 of Article II of Seller's August 7, 1989 revised Stipulation and Agreement in Docket Nos. RP88-68 et.al., (a) pregranted abandonment under Section 284.221(d) of the Commission's Regulations shall not apply to any long term conversions from firm sales service to transportation service under Seller's Rate Schedule FT and (b) Seller shall not exercise its right to terminate this service agreement as it applies to transportation service resulting from conversions from firm sales service so long as Buyer is willing to pay rates no less favorable than Seller is otherwise able to collect from third parties for such service.

- 2. Except as herein amended, the Service Agreement shall remain in full force and effect pursuant to the terms thereof.

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

TRANSCONTINENTAL GAS PIPE LINE CORPORATION ("SELLER")

MUNICIPAL GAS AUTHORITY OF GEORGIA ("BUYER")

By Paul F. Egner III
Paul F. Egner III
Director - Marketing Services

By Michael J. Frey
Name: Michael J. Frey
Title VP, Gas Supply & Operations

Handwritten initials: CJK, JMK, JB

Contract # 9035034

SERVICE AGREEMENT

between

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

and

MUNICIPAL GAS AUTHORITY OF GEORGIA

SERVICE AGREEMENT

THIS AGREEMENT entered into this 16th day of February, 2006, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as "Buyer," second party,

WITNESSETH

WHEREAS, Seller owns and operates an interstate gas pipeline system; and

WHEREAS, Seller and City of Roanoke, Alabama are parties to a Service Agreement, dated February 1, 1992 (Seller's contract number 1005690), under Seller's Rate Schedule FT, pursuant to which Seller provides firm transportation service of up to a Transportation Contract Quantity as set forth in Exhibit C through Seller's pipeline system; and

WHEREAS, pursuant to Section 42 of the General Terms and Conditions of Seller's FERC Gas Tariff, City of Roanoke, Alabama has permanently relinquished and released to Buyer the Transportation Contract Quantity as set forth in Exhibit C under that Service Agreement effective as of January 1, 2006; and

WHEREAS, Buyer has agreed to such permanent capacity release and is willing to assume all rights and obligations of City of Roanoke, Alabama for the Transportation Contract Quantity as set forth in Exhibit C pursuant to the terms and conditions of this agreement.

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 FT, 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 a firm basis, up to a Transportation Contract Quantity ("TCQ") as set forth in Exhibit D.

2. Transportation service rendered hereunder shall not be subject to curtailment or interruption except as provided in Section 11 and, if applicable, Section 42 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, the pressure of the gas delivered or caused to be delivered by Buyer shall not exceed the maximum operating pressure(s) of Seller's pipeline system at such point(s) of receipt. In the event the maximum operating pressure(s) 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(s) of the gas delivered or caused to be delivered by Buyer to Seller at the point(s) of receipt shall be

SERVICE AGREEMENT (Continued)

correspondingly increased or decreased upon written notification of Seller to Buyer. The point(s) of receipt for natural gas received for transportation pursuant to this agreement shall be:

See Exhibit A, attached hereto, for points of receipt.

ARTICLE III POINT (S) OF DELIVERY

Seller shall redeliver to Buyer or for the account of Buyer the gas transported hereunder at the following point(s) of delivery and at a pressure(s) of:

See Exhibit B, attached hereto, for points of delivery and pressures.

ARTICLE IV TERM OF AGREEMENT

This agreement shall be effective as of January 1, 2006, and shall remain in force and effect until 9:00 a.m. Central Clock Time March 31, 2006 and thereafter until terminated by Seller or Buyer upon at least three (3) years written notice; 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 reasonable 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. As set forth in Section 8 of Article II of Seller's August 7, 1989 revised Stipulation and Agreement in Docket Nos. RP88-68 et.al., (a) pregranted abandonment under Section 284.221 (d) of the Commission's Regulations shall not apply to any long term conversions from firm sales service to transportation service under Seller's Rate Schedule FT and (b) Seller shall not exercise its right to terminate this service agreement as it applies to transportation service resulting from conversions from firm sales service so long as Buyer is willing to pay rates no less favorable than Seller is otherwise able to collect from third parties for such service.

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 FT 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 in 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 C 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, line loss make-up (and injection fuel under Seller's Rate Schedule GSS, if applicable) in providing the transportation service hereunder, which quantity may be changed from time to time and which will be specified in the currently effective Sheet No. 44 of Volume No. 1 of this Tariff which relates to service under this agreement and which is incorporated herein.

3. In addition to the applicable charges for firm transportation service pursuant to Section 3 of Seller's Rate Schedule FT, Buyer shall reimburse Seller for any and all filing fees incurred as a result of

SERVICE AGREEMENT (Continued)

Buyer's request for service under Seller's Rate Schedule FT, 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:

None.

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: Director – Marketing Services

(b) If to Buyer:
Municipal Gas Authority of Georgia
104 TownPark Drive
Kennesaw, Georgia 30144
Attn: Arthur C. Corbin

SERVICE AGREEMENT (Continued)

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 Paul F. Egner III
Paul F. Egner III
Director, Marketing Services

CA
JMC
DJK

MUNICIPAL GAS AUTHORITY OF GEORGIA
(Buyer)

By Michael J. Frey
Michael J. Frey
VP, Gas Supply & Operations

EXHIBIT A

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS AUTHORITY OF GEORGIA, AS BUYER, DATED Feb. 16, 2006.

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|---|---|
| 1. Suction Side of Seller's Compressor Station 30 at the Existing Point of Interconnection between Seller's Central Texas Lateral and Seller's Mainline at Wharton County, Texas. (Station 30 #1000007) | 17% |
| 2. Existing Point of Interconnection between Seller and Valero Interstate Pipeline Company (Seller Meter No. 3396) at Wharton County, Texas. (Wharton Valero #1096690) | 17% |
| 3. Existing Point of Interconnection between Seller and Meter named Spanish Camp (Seller Meter No. 3365) Wharton County, Texas. (Spanish Camp-Delhi #1006895) | 17% |
| 4. Existing Point of Interconnection between Seller and Meter named Denton Cooley #1 (Seller Meter No. 3331), in Fort Bend County, Texas. (Denton Cooley #1) | 17% |
| 5. Existing Point of Interconnection between Seller and Meter named Randon East (Fulshear) (Seller Meter No. 1427), in Fort Bend County, Texas. (Randon East Fulshear) | 17% |
| 6. Existing Point of Interconnection between Seller and Houston Pipeline Company (Seller Meter No. 3364) at Fulshear, Fort Bend County, Texas. (Fulshear-HPL) | 17% |
| 7. Existing Point of Interconnection between Seller and Meter named White Oak Bayou-Kinder Morgan Tejas Pipeline (Seller Meter No. 3545), in Harris County, Texas. (White Oak Bayou-Tejas #1001036) | 17% |
| 8. Existing Point of Interconnection between Seller and Houston Pipeline Company (Seller Meter No. 4359) at Bammel, Harris County, Texas. (Bammel-HPL #1006014) | 17% |
| 9. Existing Point of Interconnection between Seller and Delhi Pipeline Company (Seller Meter No. 3346) at Hardin County, Texas. (Hardin-Delhi #1006696) | 17% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCO each day)*</u> |
|--|---|
| 10. Existing Point of Interconnection between Seller and Meter named Vidor Field Junction (Seller Meter No. 3554), in Jasper County, Texas. (Vidor Ames #1002337) | 17% |
| 11. Existing Point of Interconnection between Seller and Meter named Starks McConathy (Seller Meter No. 3535), in Calcasieu Parish, Louisiana.(Starks McConathy #1007346) | 17% |
| 12. Existing Point of Interconnection between Seller and Meter named DeQuincy Intercon (Seller Meter No. 2698), in Calcasieu Parish, Louisiana. (DeQuincy Intercon) | 17% |
| 13. Existing Point of Interconnection between Seller and Meter named DeQuincy Great Scott (Seller Meter No. 3357), in Calcasieu Parish, Louisiana. (DeQuincy Great Scott) | 17% |
| 14. Existing Point of Interconnection between Seller and Meter named Perkins-Phillips (Seller Meter No. 3532), in Calcasieu Parish, Louisiana. (Perkins-Phillips) | 17% |
| 15. Existing Point of Interconnection between Seller and Meter named Perkins (Intercon) (Seller Meter No. 3395), in Calcasieu Parish, Louisiana. (Perkins Intercon) | 17% |
| 16. Existing Point of Interconnection between Seller and Meter named Perkins East (Seller Meter No. 2369), in Beauregard Parish, Louisiana. (Perkins East) | 17% |
| 17. Discharge Side of Seller's Compressor Station 45 at the Existing Point of Interconnection between Seller's Southwest Louisiana Lateral and Seller's Mainline Beauregard Parish, Louisiana. (Station 45 #1000026) | 42% |
| 18 Existing Point of Interconnection between Seller and Texas Eastern Transmission Corporation (Seller Meter No. 4198) at Ragley, Beauregard Parish, Louisiana. (Ragley-TET #1006217) | 42% |
| 19. Existing Point of Interconnection between Seller and Trunkline Gas Company (Seller Meter No. 4215) at Ragley, Beauregard Parish, Louisiana. (Ragley-Trunkline #1006218) | 42% |
| 20. Existing Point of Interconnection between Seller and Tennessee Gas Transmission Company (Seller Meter No. 3371) at Kinder, Allen Parish, Louisiana. (Kinder Tenn #1006149)** | 42% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 21. Existing Point of Interconnection between Seller and Texas Gas Transmission Corporation (Seller Meter Nos. 3227, 4314, 4457) at Eunice, Evangeline Parish, Louisiana. (Eunice Mamou Tx Gas #1006923) | 42% |
| 22. Suction Side of Seller's Compressor Station 50 at the Existing Point of Interconnection between Seller's Central Louisiana Lateral and Seller's Mainline Evangeline Parish, Louisiana. (Station 50 #1000040) | 61% |
| 23. Existing Point of Interconnection between Seller and Columbia Gulf Transmission Corporation (Seller Meter No. 3142) at Eunice, Evangeline Parish, Louisiana. (Eunice Evangeline Col. Gulf #1006414) | 61% |
| 24. Discharge Side of Seller's Compressor Station 54 at Seller's Washington Storage Field, St. Landry Parish, Louisiana (Station 54 #1002687) | 61% |
| 25. Existing Point of Interconnection between Seller and Acadian Pipeline (Seller Meter No. 3506) in Pointe Coupee Parish, Louisiana. (Morganza-Acadian Pipeline #1003413) | 61% |
| 26. Existing Point of Interconnection (Seller Meter No. 3272) at M.P. 566.92, Morganza Field, Point Coupee Parish, Louisiana. (Morganza Field) | 61% |
| 27. Existing Point of Interconnection between Seller and Meter named West Feliciana Parish-Creole (Seller Meter No. 4464), in West Feliciana Parish, Louisiana. (West Feliciana Parish-Creole #1007165) | 61% |
| 28. Existing Point of Interconnection between Seller and Mid-Louisiana Gas Company (Seller Meter Nos. 4137, 4184, 3229) at Ethel, East Feliciana Parish, Louisiana. (Ethel-Mid LA #1006083) | 61% |
| 29. Existing Point of Interconnection between Seller and Meter named Liverpool Northwest (Seller Meter No. 3390), in St. Helena Parish, Louisiana. (Liverpool Northwest) | 61% |
| 30. Suction Side of Seller's Compressor Station 62 on Seller's Southeast Louisiana Lateral in Terrebonne Parish, Louisiana. (Station 62 #1000762) | 39% |
| 31. Existing Point of Interconnection between Seller and Meter named Texas Gas-Thibodeaux (Seller Meter No. 3533), in Lafourche Parish, Louisiana. (TXGT-Thibodeaux #1007206) | 39% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 32. Existing Point of Interconnection between Seller and Meter named Romeville-Cypress Gas Pipeline (Seller Meter No. 4410) in St. James Parish, Louisiana. (Romeville-Cypress Gas Pipeline #1000580) | 39% |
| 33. Existing Point of Interconnection between Seller and Meter named St. James CCIPC (Seller Meter No. 4462) in St James Parish, Louisiana. (St. James CCPIC #1007164)** | 39% |
| 34. Existing Point of Interconnection between Seller and Meter named St. James Faustina (St. Amelia) (Seller Meter No. 3328), in St. James Parish, Louisiana. (St. James Faustina (St. Amelia) #1006268)** | 39% |
| 35. Existing Point of Interconnection between Seller and Meter named St James Acadian (Seller Meter No. 4366), in St. James Parish, Louisiana. (St. James Acadian #1006677)** | 39% |
| 36. Existing Point of Interconnection between Seller and Meter named Livingston-Flare (Seller Meter No. 3450), in Livingston Parish, Louisiana. (Livingston-Flare) | 39% |
| 37. Existing Point of Interconnection between Seller and Florida Gas Transmission Company (Seller Meter No. 3217) at St. Helena, St. Helena Parish, Louisiana. (St. Helena FGT #1006267) | 39% |
| 38. Existing Point of Interconnection between Seller and Meter named Beaver Dam Creek (Seller Meter No. 3536), in St. Helena Parish, Louisiana. (Beaver Dam Creek #1008218) | 39% |
| 39. Suction Side of Seller's Compressor Station 65 at the Existing Point of Interconnection between Seller's Southeast Louisiana Lateral and Seller's Mainline St. Helena Parish, Louisiana. (Station 65 #1000065) | 100% |
| 40. Existing Point of Interconnection between Seller and Meter named Amite County – J.P. (Seller Meter No. 3332), in Amite County, Mississippi. (Amite County – J.P. #9000163) | 100% |
| 41. Existing Point of Interconnection between Seller and Meter named McComb (Seller Meter No. 3461), in Pike County, Mississippi. (McComb #1002726) | 100% |
| 42. Existing Point of Interconnection between Seller and Koch Gas Pipe Line Company at Holmesville (Seller Meter No. 3150), Pike County, Mississippi. (Holmesville-Koch #1003170) | 100% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 43. Discharge Side of Seller's Compressor Station 70 at M.P. 661.77 in Walthall County, Mississippi. (M.P. 661.7-Station 70 Discharge) | 100% |
| 44. Existing Point of Interconnection between Seller and Koch Gas Pipeline Company at Walthall (Seller Meter No. 3095) in Walthall County, Mississippi. (Walthall-Koch) | 100% |
| 45. Existing Point of Interconnection between Seller and Meter named Darbun-Pruett 34-10 (Seller Meter No. 3446) at M.P. 668.46 on Seller's Main Transmission Line, Darbun Field, Walthall County, Mississippi. (Darbun Pruett #1006750) | 100% |
| 46. Existing Point of Interconnection between Seller and Meter named Ivy Newsome (Seller Meter No. 3413) in Marion County, Mississippi. (Ivy Newsome) | 100% |
| 47. Existing Point of Interconnection between Seller and West Oakvale Field at M.P. 680.47-Marion County, Mississippi. (M.P. 680.47-West Oakvale Field) | 100% |
| 48. Existing Point of Interconnection between Seller and East Morgantown Field at M.P. 680.47 in Marion County, Mississippi. (M.P. 680.47-E. Morgantown Field) | 100% |
| 49. Existing Point of Interconnection between Seller and Greens Creek Field, at M.P. 681.84 Marion County, Mississippi. (M.P. 681.84 Greens Creek Field) | 100% |
| 50. Existing Point of Interconnection between Seller and Meter named M.P. 685.00-Oakville Unit 6-6 in Jefferson Davis County, Mississippi. (M.P. 685.00-Oakville Unit 6-6) | 100% |
| 51. Existing Point of Interconnection between Seller and Meter named M.P. 687.23-Oakvale Field in Marion County, Mississippi. (M.P. 687.23-Oakvale Field) | 100% |
| 52. Existing Point of Interconnection between Seller and Bassfield at named M.P. 696.40 in Marion County, Mississippi. (M.P. 696.40 Bassfield) | 100% |
| 53. Existing Point of Interconnection between Seller and Meter named Lithium/Holiday Creek-Frm (Seller Meter No. 3418), in Jefferson Davis County, Mississippi. (Lithium/Holiday Creek-Frm) | 100% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 54. Existing Point of Interconnection between Seller and S. W. Sumrall Field and Holiday Creek at M.P. 692.05-Holiday Creek in Jefferson Davis, Mississippi. (M.P. 692.05-Holiday Creek) | 100% |
| 55. Existing Point of Interconnection between Seller and ANR Pipe Line Company at Holiday Creek (Seller Meter No. 3241), Jefferson Davis County, Mississippi. (Holiday Creek-ANR #1007159) | 100% |
| 56. Existing Point of Interconnection between Seller and Aim Pipeline at Jeff Davis (Seller Meter No. 3252), Jefferson Davis County, Mississippi. (Jefferson Davis County-Aim Pipeline TP#1006579) | 100% |
| 57. Existing Point of Interconnection between Seller and Meter named Jefferson Davis-Frm (Seller Meter No. 4420), in Jefferson Davis County, Mississippi. (Jefferson Davis-Frm) | 100% |
| 58. Existing Point of Interconnection between Seller and Carson Dome Field M.P. 696.41, in Jefferson Davis County, Mississippi. (M.P. 696.41-Carson Dome Field) | 100% |
| 59. Existing Point of Interconnection between Seller and Meter Station named Bassfield-ANR Company at M.P. 703.17 on Seller's Main Transmission Line (Seller Meter No. 3238), Covington County, Mississippi. (Bassfield-ANR) | 100% |
| 60. Existing Point of Interconnection between Seller and Meter named Patti Bihm #1 (Seller Meter No. 3468), in Covington County, Mississippi. (Patty Bihm #1) | 100% |
| 61. Discharge Side of Seller's Compressor at Seller's Eminence Storage Field (Seller Meter No. 4166 and 3160) in Covington County, Mississippi. (Eminence Storage #1002689) | 100% |
| 62. Existing Point of Interconnection between Seller and Meter named Sun Speed #1 in Covington County, Mississippi. (Sun Speed #1 #1000085) | 100% |
| 63. Existing Point of Interconnection between Seller and Hattiesburg-First Reserve in Covington County, Mississippi. (Hattiesburg-First Reserve Storage #1001686) | 100% |
| 64. Existing Point at M.P. 719.58 on Seller's Main Transmission Line (Seller Meter No. 3544), Centerville Dome Field, Jones County, Mississippi. (Centerville Dome Field #1001532) | 100% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|---|---|
| 65. Existing Point of Interconnection between Seller and Meter Named Calhoun (Seller Meter No. 3404), in Jones County, Mississippi. (Calhoun) | 100% |
| 66. Existing Point at M.P. 727.78 on Seller's Main Transmission Line, Jones County, Mississippi. (Jones County - Gitano) | 100% |
| 67. Existing Point of Interconnection between Seller and a Meter named Koch Reedy Creek (Seller Meter No. 3333), Jones County, Mississippi. (Reedy Creek Koch #1000670) | 100% |
| 68. Existing Point of Interconnection between Seller and Meter named Sharon Field (Seller Meter No. 3000), in Jones County, Mississippi. (Sharon Field #1001327) | 100% |
| 69. Existing Point of Interconnection between Seller and Tennessee Gas Transmission Company at Heidelberg (Seller Meter No. 3109), Jasper County, Mississippi. (Heidelberg Tenn #1006120) | 100% |
| 70. Existing Point of Interconnection between Seller and Aim Pipeline at Clarke (Seller Meter No. 3254), Clarke County, Mississippi. (Clarke County Aim Pipeline #1006047) | 100% |
| 71. Existing Point of Interconnection between Seller and Meter named Clarke County-Koch at M.P. 757.29 in Clarke County, Mississippi. (Clarke County Koch) | 100% |
| 72. Existing Point of Interconnection between Seller's Mainline and Mobile Bay Lateral at M.P. 784.66 in Choctaw County, Alabama (Station 85-Mobile Bay Pool) | 100% |
| 73. Existing Point of Interconnection between Seller's Mainline and Mobile Bay Lateral at M.P. 784.66 in Choctaw County, Alabama (Station 85 #1000105) | 100% |
| 74. Existing Point of Interconnection between Seller and Magnolia Pipeline in Chilton County, Alabama. (Magnolia Pipeline Interconnect #1001808) | 100% |

Buyer shall not tender, without the prior consent of Seller, at any point(s) of receipt on any day a quantity in excess of the applicable Buyer's Cumulative Mainline Capacity Entitlement for such point(s) of receipt.

* These quantities do not include the additional quantities of gas retained by Seller for applicable compressor fuel and line loss make-up provided for in Article V, 2 of this Service Agreement, which are subject to change as provided for in Article V, 2 hereof. Therefore, Buyer shall also deliver or cause to be delivered at the receipt points such additional quantities of gas in kind to be retained by Seller for compressor fuel and line loss make-up.

** Receipt of gas by displacement only.

EXHIBIT B

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS AUTHORITY OF GEORGIA, AS BUYER, DATED Feb. 16, 2006.

Point(s) of Delivery

1. Roanoke Meter Station, located at mile post 976.35 on Seller's main transmission line on the east side of State Highway No. 37 approximately 2 miles northwesterly from the City of Roanoke, Randolph County, Alabama.
2. Seller's Eminence Storage Field, Covington County, Mississippi.

Pressures

Not less than fifty (50) pounds per square inch gauge or at such other pressures as may be agreed upon in the day-to-day operations of Buyer and Seller.

Prevailing pressure in Seller's pipeline system not to exceed maximum allowable operating pressure.

EXHIBIT C

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN
TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS
AUTHORITY OF GEORGIA, AS BUYER, DATED Feb 16, 2006.

Specification of Negotiated Rate and Term

None

EXHIBIT D

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN
TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS
AUTHORITY OF GEORGIA, AS BUYER, DATED Feb. 16, 2006.

| <u>Month</u> | <u>FT Entitlement (Dt/d)</u> |
|--------------|------------------------------|
| January | 1,709 |
| February | 1,786 |
| March | 1,613 |
| April | 1,024 |
| May | 649 |
| June | 689 |
| July | 594 |
| August | 612 |
| September | 781 |
| October | 1,125 |
| November | 1,539 |
| December | 1,628 |

AMENDMENT TO SERVICE AGREEMENT

THIS AMENDMENT ("Amendment") is entered into this 16 day of February, 2006, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as "Buyer," second party.

WITNESSETH

WHEREAS, Seller and Buyer are parties to a Service Agreement, dated January 1, 2006 (Seller's contract number 9035034), under Seller's Rate Schedule FT, pursuant to which Seller provides firm transportation service of up to a Transportation Contract Quantity as set forth in Exhibit D through Seller's pipeline system; and

WHEREAS, Seller and Buyer have mutually agreed to extend the primary term of the Service Agreement.

NOW THEREFORE, Seller and Buyer hereby agree to amend the Service Agreement as follows:

- 1. Article IV of the Service Agreement is hereby deleted in its entirety and replaced by the following:

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective as of January 1, 2006 and shall remain in force and effect until 9:00 a.m. Central Clock Time March 31, 2007 and thereafter until terminated by Seller or Buyer upon at least three (3) years written notice; 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 reasonable 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. As set forth in Section 8 of Article II of Seller's August 7, 1989 revised Stipulation and Agreement in Docket Nos. RP88-68 et.al., (a) pregranted abandonment under Section 284.221(d) of the Commission's Regulations shall not apply to any long term conversions from firm sales service to transportation service under Seller's Rate Schedule FT and (b) Seller shall not exercise its right to terminate this service agreement as it applies to transportation service resulting from conversions from firm sales service so long as Buyer is willing to pay rates no less favorable than Seller is otherwise able to collect from third parties for such service.

- 2. Except as herein amended, the Service Agreement shall remain in full force and effect pursuant to the terms thereof.

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

TRANSCONTINENTAL GAS PIPE LINE CORPORATION ("SELLER")

By Paul F. Egner III
Paul F. Egner III
Director - Marketing Services

Handwritten initials: CW, JMB

MUNICIPAL GAS AUTHORITY OF GEORGIA ("BUYER")

By Michael J. Frey
Name: Michael J. Frey
Title VP, Gas Supply & Operations

Contract # 9035035

SERVICE AGREEMENT

between

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

and

MUNICIPAL GAS AUTHORITY OF GEORGIA

SERVICE AGREEMENT

THIS AGREEMENT entered into this 16th day of February, 2006, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as "Buyer," second party,

WITNESSETH

WHEREAS, Seller owns and operates an interstate gas pipeline system; and

WHEREAS, Seller and Town of Rockford, Alabama are parties to a Service Agreement, dated February 1, 1992 (Seller's contract number 1005691), under Seller's Rate Schedule FT, pursuant to which Seller provides firm transportation service of up to a Transportation Contract Quantity as set forth in Exhibit C through Seller's pipeline system; and

WHEREAS, pursuant to Section 42 of the General Terms and Conditions of Seller's FERC Gas Tariff, Town of Rockford, Alabama has permanently relinquished and released to Buyer the Transportation Contract Quantity as set forth in Exhibit C under that Service Agreement effective as of January 1, 2006; and

WHEREAS, Buyer has agreed to such permanent capacity release and is willing to assume all rights and obligations of Town of Rockford, Alabama for the Transportation Contract Quantity as set forth in Exhibit C pursuant to the terms and conditions of this agreement.

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 FT, 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 a firm basis, up to a Transportation Contract Quantity ("TCQ") as set forth in Exhibit D.

2. Transportation service rendered hereunder shall not be subject to curtailment or interruption except as provided in Section 11 and, if applicable, Section 42 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, the pressure of the gas delivered or caused to be delivered by Buyer shall not exceed the maximum operating pressure(s) of Seller's pipeline system at such point(s) of receipt. In the event the maximum operating pressure(s) 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(s) of the gas delivered or caused to be delivered by Buyer to Seller at the point(s) of receipt shall be

SERVICE AGREEMENT (Continued)

correspondingly increased or decreased upon written notification of Seller to Buyer. The point(s) of receipt for natural gas received for transportation pursuant to this agreement shall be:

See Exhibit A, attached hereto, for points of receipt.

ARTICLE III POINT (S) OF DELIVERY

Seller shall redeliver to Buyer or for the account of Buyer the gas transported hereunder at the following point(s) of delivery and at a pressure(s) of:

See Exhibit B, attached hereto, for points of delivery and pressures.

ARTICLE IV TERM OF AGREEMENT

This agreement shall be effective as of January 1, 2006, and shall remain in force and effect until 9:00 a.m. Central Clock Time March 31, 2006 and thereafter until terminated by Seller or Buyer upon at least three (3) years written notice; 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 reasonable 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. As set forth in Section 8 of Article II of Seller's August 7, 1989 revised Stipulation and Agreement in Docket Nos. RP88-68 et.al., (a) pregranted abandonment under Section 284.221 (d) of the Commission's Regulations shall not apply to any long term conversions from firm sales service to transportation service under Seller's Rate Schedule FT and (b) Seller shall not exercise its right to terminate this service agreement as it applies to transportation service resulting from conversions from firm sales service so long as Buyer is willing to pay rates no less favorable than Seller is otherwise able to collect from third parties for such service.

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 FT 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 in 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 C 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, line loss make-up (and injection fuel under Seller's Rate Schedule GSS, if applicable) in providing the transportation service hereunder, which quantity may be changed from time to time and which will be specified in the currently effective Sheet No. 44 of Volume No. 1 of this Tariff which relates to service under this agreement and which is incorporated herein.

3. In addition to the applicable charges for firm transportation service pursuant to Section 3 of Seller's Rate Schedule FT, Buyer shall reimburse Seller for any and all filing fees incurred as a result of

SERVICE AGREEMENT (Continued)

Buyer's request for service under Seller's Rate Schedule FT, 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:
None.

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: Director – Marketing Services

(b) If to Buyer:
Municipal Gas Authority of Georgia
104 TownPark Drive
Kennesaw, Georgia 30144
Attn: Arthur C. Corbin

SERVICE AGREEMENT (Continued)

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 Paul F. Egner III
Paul F. Egner III
Director, Marketing Services

OK
JPC
BAG

MUNICIPAL GAS AUTHORITY OF GEORGIA
(Buyer)

By Michael J. Frey
Michael J. Frey
VP, Gas Supply & Operations

EXHIBIT A

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS AUTHORITY OF GEORGIA, AS BUYER, DATED Feb 16, 2006.

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|---|---|
| 1. Suction Side of Seller's Compressor Station 30 at the Existing Point of Interconnection between Seller's Central Texas Lateral and Seller's Mainline at Wharton County, Texas. (Station 30 #1000007) | 17% |
| 2. Existing Point of Interconnection between Seller and Valero Interstate Pipeline Company (Seller Meter No. 3396) at Wharton County, Texas. (Wharton Valero #1096690) | 17% |
| 3. Existing Point of Interconnection between Seller and Meter named Spanish Camp (Seller Meter No. 3365) Wharton County, Texas. (Spanish Camp-Delhi #1006895) | 17% |
| 4. Existing Point of Interconnection between Seller and Meter named Denton Cooley #1 (Seller Meter No. 3331), in Fort Bend County, Texas. (Denton Cooley #1) | 17% |
| 5. Existing Point of Interconnection between Seller and Meter named Randon East (Fulshear) (Seller Meter No. 1427), in Fort Bend County, Texas. (Randon East Fulshear) | 17% |
| 6. Existing Point of Interconnection between Seller and Houston Pipeline Company (Seller Meter No. 3364) at Fulshear, Fort Bend County, Texas. (Fulshear-HPL) | 17% |
| 7. Existing Point of Interconnection between Seller and Meter named White Oak Bayou-Kinder Morgan Tejas Pipeline (Seller Meter No. 3545), in Harris County, Texas. (White Oak Bayou-Tejas #1001036) | 17% |
| 8. Existing Point of Interconnection between Seller and Houston Pipeline Company (Seller Meter No. 4359) at Bammel, Harris County, Texas. (Bammel-HPL #1006014) | 17% |
| 9. Existing Point of Interconnection between Seller and Delhi Pipeline Company (Seller Meter No. 3346) at Hardin County, Texas. (Hardin-Delhi #1006696) | 17% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 10. Existing Point of Interconnection between Seller and Meter named Vidor Field Junction (Seller Meter No. 3554), in Jasper County, Texas. (Vidor Ames #1002337) | 17% |
| 11. Existing Point of Interconnection between Seller and Meter named Starks McConathy (Seller Meter No. 3535), in Calcasieu Parish, Louisiana.(Starks McConathy #1007346) | 17% |
| 12. Existing Point of Interconnection between Seller and Meter named DeQuincy Intercon (Seller Meter No. 2698), in Calcasieu Parish, Louisiana. (DeQuincy Intercon) | 17% |
| 13. Existing Point of Interconnection between Seller and Meter named DeQuincy Great Scott (Seller Meter No. 3357), in Calcasieu Parish, Louisiana. (DeQuincy Great Scott) | 17% |
| 14. Existing Point of Interconnection between Seller and Meter named Perkins-Phillips (Seller Meter No. 3532), in Calcasieu Parish, Louisiana. (Perkins-Phillips) | 17% |
| 15. Existing Point of Interconnection between Seller and Meter named Perkins (Intercon) (Seller Meter No. 3395), in Calcasieu Parish, Louisiana. (Perkins Intercon) | 17% |
| 16. Existing Point of Interconnection between Seller and Meter named Perkins East (Seller Meter No. 2369), in Beauregard Parish, Louisiana. (Perkins East) | 17% |
| 17. Discharge Side of Seller's Compressor Station 45 at the Existing Point of Interconnection between Seller's Southwest Louisiana Lateral and Seller's Mainline Beauregard Parish, Louisiana. (Station 45 #1000026) | 42% |
| 18 Existing Point of Interconnection between Seller and Texas Eastern Transmission Corporation (Seller Meter No. 4198) at Ragley, Beauregard Parish, Louisiana. (Ragley-TET #1006217) | 42% |
| 19. Existing Point of Interconnection between Seller and Trunkline Gas Company (Seller Meter No. 4215) at Ragley, Beauregard Parish, Louisiana. (Ragley-Trunkline #1006218) | 42% |
| 20. Existing Point of Interconnection between Seller and Tennessee Gas Transmission Company (Seller Meter No. 3371) at Kinder, Allen Parish, Louisiana. (Kinder Tenn #1006149)** | 42% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 21. Existing Point of Interconnection between Seller and Texas Gas Transmission Corporation (Seller Meter Nos. 3227, 4314, 4457) at Eunice, Evangeline Parish, Louisiana. (Eunice Mamou Tx Gas #1006923) | 42% |
| 22. Suction Side of Seller's Compressor Station 50 at the Existing Point of Interconnection between Seller's Central Louisiana Lateral and Seller's Mainline Evangeline Parish, Louisiana. (Station 50 #1000040) | 61% |
| 23. Existing Point of Interconnection between Seller and Columbia Gulf Transmission Corporation (Seller Meter No. 3142) at Eunice, Evangeline Parish, Louisiana. (Eunice Evangeline Col. Gulf #1006414) | 61% |
| 24. Discharge Side of Seller's Compressor Station 54 at Seller's Washington Storage Field, St. Landry Parish, Louisiana (Station 54 #1002687) | 61% |
| 25. Existing Point of Interconnection between Seller and Acadian Pipeline (Seller Meter No. 3506) in Pointe Coupee Parish, Louisiana. (Morganza-Acadian Pipeline #1003413) | 61% |
| 26. Existing Point of Interconnection (Seller Meter No. 3272) at M.P. 566.92, Morganza Field, Point Coupee Parish, Louisiana. (Morganza Field) | 61% |
| 27. Existing Point of Interconnection between Seller and Meter named West Feliciana Parish-Creole (Seller Meter No. 4464), in West Feliciana Parish, Louisiana. (West Feliciana Parish-Creole #1007165) | 61% |
| 28. Existing Point of Interconnection between Seller and Mid-Louisiana Gas Company (Seller Meter Nos. 4137, 4184, 3229) at Ethel, East Feliciana Parish, Louisiana. (Ethel-Mid LA #1006083) | 61% |
| 29. Existing Point of Interconnection between Seller and Meter named Liverpool Northwest (Seller Meter No. 3390), in St. Helena Parish, Louisiana. (Liverpool Northwest) | 61% |
| 30. Suction Side of Seller's Compressor Station 62 on Seller's Southeast Louisiana Lateral in Terrebonne Parish, Louisiana. (Station 62 #1000762) | 39% |
| 31. Existing Point of Interconnection between Seller and Meter named Texas Gas-Thibodeaux (Seller Meter No. 3533), in Lafourche Parish, Louisiana. (TXGT-Thibodeaux #1007206) | 39% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 32. Existing Point of Interconnection between Seller and Meter named Romeville-Cypress Gas Pipeline (Seller Meter No. 4410) in St. James Parish, Louisiana. (Romeville-Cypress Gas Pipeline #1000580) | 39% |
| 33. Existing Point of Interconnection between Seller and Meter named St. James CCIPC (Seller Meter No. 4462) in St James Parish, Louisiana. (St. James CCPIC #1007164)** | 39% |
| 34. Existing Point of Interconnection between Seller and Meter named St. James Faustina (St. Amelia) (Seller Meter No. 3328), in St. James Parish, Louisiana. (St. James Faustina (St. Amelia) #1006268)** | 39% |
| 35. Existing Point of Interconnection between Seller and Meter named St James Acadian (Seller Meter No. 4366), in St. James Parish, Louisiana. (St. James Acadian #1006677)** | 39% |
| 36. Existing Point of Interconnection between Seller and Meter named Livingston-Flare (Seller Meter No. 3450), in Livingston Parish, Louisiana. (Livingston-Flare) | 39% |
| 37. Existing Point of Interconnection between Seller and Florida Gas Transmission Company (Seller Meter No. 3217) at St. Helena, St. Helena Parish, Louisiana. (St. Helena FGT #1006267) | 39% |
| 38. Existing Point of Interconnection between Seller and Meter named Beaver Dam Creek (Seller Meter No. 3536), in St. Helena Parish, Louisiana. (Beaver Dam Creek #1008218) | 39% |
| 39. Suction Side of Seller's Compressor Station 65 at the Existing Point of Interconnection between Seller's Southeast Louisiana Lateral and Seller's Mainline St. Helena Parish, Louisiana. (Station 65 #1000065) | 100% |
| 40. Existing Point of Interconnection between Seller and Meter named Amite County – J.P. (Seller Meter No. 3332), in Amite County, Mississippi. (Amite County – J.P. #9000163) | 100% |
| 41. Existing Point of Interconnection between Seller and Meter named McComb (Seller Meter No. 3461), in Pike County, Mississippi. (McComb #1002726) | 100% |
| 42. Existing Point of Interconnection between Seller and Koch Gas Pipe Line Company at Holmesville (Seller Meter No. 3150), Pike County, Mississippi. (Holmesville-Koch #1003170) | 100% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 43. Discharge Side of Seller's Compressor Station 70 at M.P. 661.77 in Walthall County, Mississippi. (M.P. 661.7-Station 70 Discharge) | 100% |
| 44. Existing Point of Interconnection between Seller and Koch Gas Pipeline Company at Walthall (Seller Meter No. 3095) in Walthall County, Mississippi. (Walthall-Koch) | 100% |
| 45. Existing Point of Interconnection between Seller and Meter named Darbun-Pruett 34-10 (Seller Meter No. 3446) at M.P. 668.46 on Seller's Main Transmission Line, Darbun Field, Walthall County, Mississippi. (Darbun Pruett #1006750) | 100% |
| 46. Existing Point of Interconnection between Seller and Meter named Ivy Newsome (Seller Meter No. 3413) in Marion County, Mississippi. (Ivy Newsome) | 100% |
| 47. Existing Point of Interconnection between Seller and West Oakvale Field at M.P. 680.47-Marion County, Mississippi. (M.P. 680.47-West Oakvale Field) | 100% |
| 48. Existing Point of Interconnection between Seller and East Morgantown Field at M.P. 680.47 in Marion County, Mississippi. (M.P. 680.47-E. Morgantown Field) | 100% |
| 49. Existing Point of Interconnection between Seller and Greens Creek Field, at M.P. 681.84 Marion County, Mississippi. (M.P. 681.84 Greens Creek Field) | 100% |
| 50. Existing Point of Interconnection between Seller and Meter named M.P. 685.00-Oakville Unit 6-6 in Jefferson Davis County, Mississippi. (M.P. 685.00-Oakville Unit 6-6) | 100% |
| 51. Existing Point of Interconnection between Seller and Meter named M.P. 687.23-Oakvale Field in Marion County, Mississippi. (M.P. 687.23-Oakvale Field) | 100% |
| 52. Existing Point of Interconnection between Seller and Bassfield at named M.P. 696.40 in Marion County, Mississippi. (M.P. 696.40 Bassfield) | 100% |
| 53. Existing Point of Interconnection between Seller and Meter named Lithium/Holiday Creek-Frm (Seller Meter No. 3418), in Jefferson Davis County, Mississippi. (Lithium/Holiday Creek-Frm) | 100% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 54. Existing Point of Interconnection between Seller and S. W. Sumrall Field and Holiday Creek at M.P. 692.05-Holiday Creek in Jefferson Davis, Mississippi. (M.P. 692.05-Holiday Creek) | 100% |
| 55. Existing Point of Interconnection between Seller and ANR Pipe Line Company at Holiday Creek (Seller Meter No. 3241), Jefferson Davis County, Mississippi. (Holiday Creek-ANR #1007159) | 100% |
| 56. Existing Point of Interconnection between Seller and Aim Pipeline at Jeff Davis (Seller Meter No. 3252), Jefferson Davis County, Mississippi. (Jefferson Davis County-Aim Pipeline TP#1006579) | 100% |
| 57. Existing Point of Interconnection between Seller and Meter named Jefferson Davis-Frm (Seller Meter No. 4420), in Jefferson Davis County, Mississippi. (Jefferson Davis-Frm) | 100% |
| 58. Existing Point of Interconnection between Seller and Carson Dome Field M.P. 696.41, in Jefferson Davis County, Mississippi. (M.P. 696.41-Carson Dome Field) | 100% |
| 59. Existing Point of Interconnection between Seller and Meter Station named Bassfield-ANR Company at M.P. 703.17 on Seller's Main Transmission Line (Seller Meter No. 3238), Covington County, Mississippi. (Bassfield-ANR) | 100% |
| 60. Existing Point of Interconnection between Seller and Meter named Patti Bihm #1 (Seller Meter No. 3468), in Covington County, Mississippi. (Patty Bihm #1) | 100% |
| 61. Discharge Side of Seller's Compressor at Seller's Eminence Storage Field (Seller Meter No. 4166 and 3160) in Covington County, Mississippi. (Eminence Storage #1002689) | 100% |
| 62. Existing Point of Interconnection between Seller and Meter named Sun Speed #1 in Covington County, Mississippi. (Sun Speed #1 #1000085) | 100% |
| 63. Existing Point of Interconnection between Seller and Hattiesburg-First Reserve in Covington County, Mississippi. (Hattiesburg-First Reserve Storage #1001686) | 100% |
| 64. Existing Point at M.P. 719.58 on Seller's Main Transmission Line (Seller Meter No. 3544), Centerville Dome Field, Jones County, Mississippi. (Centerville Dome Field #1001532) | 100% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|---|---|
| 65. Existing Point of Interconnection between Seller and Meter Named Calhoun (Seller Meter No. 3404), in Jones County, Mississippi. (Calhoun) | 100% |
| 66. Existing Point at M.P. 727.78 on Seller's Main Transmission Line, Jones County, Mississippi. (Jones County - Gitano) | 100% |
| 67. Existing Point of Interconnection between Seller and a Meter named Koch Reedy Creek (Seller Meter No. 3333), Jones County, Mississippi. (Reedy Creek Koch #1000670) | 100% |
| 68. Existing Point of Interconnection between Seller and Meter named Sharon Field (Seller Meter No. 3000), in Jones County, Mississippi. (Sharon Field #1001327) | 100% |
| 69. Existing Point of Interconnection between Seller and Tennessee Gas Transmission Company at Heidelberg (Seller Meter No. 3109), Jasper County, Mississippi. (Heidelberg Tenn #1006120) | 100% |
| 70. Existing Point of Interconnection between Seller and Aim Pipeline at Clarke (Seller Meter No. 3254), Clarke County, Mississippi. (Clarke County Aim Pipeline #1006047) | 100% |
| 71. Existing Point of Interconnection between Seller and Meter named Clarke County-Koch at M.P. 757.29 in Clarke County, Mississippi. (Clarke County Koch) | 100% |
| 72. Existing Point of Interconnection between Seller's Mainline and Mobile Bay Lateral at M.P. 784.66 in Choctaw County, Alabama (Station 85-Mobile Bay Pool) | 100% |
| 73. Existing Point of Interconnection between Seller's Mainline and Mobile Bay Lateral at M.P. 784.66 in Choctaw County, Alabama (Station 85 #1000105) | 100% |
| 74. Existing Point of Interconnection between Seller and Magnolia Pipeline in Chilton County, Alabama. (Magnolia Pipeline Interconnect #1001808) | 100% |

Buyer shall not tender, without the prior consent of Seller, at any point(s) of receipt on any day a quantity in excess of the applicable Buyer's Cumulative Mainline Capacity Entitlement for such point(s) of receipt.

* These quantities do not include the additional quantities of gas retained by Seller for applicable compressor fuel and line loss make-up provided for in Article V, 2 of this Service Agreement, which are subject to change as provided for in Article V, 2 hereof. Therefore, Buyer shall also deliver or cause to be delivered at the receipt points such additional quantities of gas in kind to be retained by Seller for compressor fuel and line loss make-up.

** Receipt of gas by displacement only.

EXHIBIT B

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS AUTHORITY OF GEORGIA, AS BUYER, DATED Feb. 16, 2006.

Point(s) of Delivery

1. The outlet side of Seller's Rockford Meter and Regulator Station located adjacent to Seller's main transmission line on State Highway No. 11 approximately 0.5 mile south of the City of Rockford, Coosa County, Alabama, where the facilities of Seller connect with those of Buyer.
2. Seller's Eminence Storage Field, Covington County, Mississippi.

Pressures

Not less than fifty (50) pounds per square inch gauge.

Prevailing pressure in Seller's pipeline system not to exceed maximum allowable operating pressure.

EXHIBIT C

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN
TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS
AUTHORITY OF GEORGIA, AS BUYER, DATED Feb. 16, 2006.

Specification of Negotiated Rate and Term

None

EXHIBIT D

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN
TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS
AUTHORITY OF GEORGIA, AS BUYER, DATED Feb 16, 2006.

| <u>Month</u> | <u>FT Entitlement (Dt/d)</u> |
|--------------|------------------------------|
| January | 144 |
| February | 144 |
| March | 114 |
| April | 5 |
| May | 5 |
| June | 5 |
| July | 5 |
| August | 5 |
| September | 5 |
| October | 5 |
| November | 114 |
| December | 144 |

AMENDMENT TO SERVICE AGREEMENT

THIS AMENDMENT ("Amendment") is entered into this 16 day of February, 2006, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as "Buyer," second party.

WITNESSETH

WHEREAS, Seller and Buyer are parties to a Service Agreement, dated January 1, 2006 (Seller's contract number 9035035), under Seller's Rate Schedule FT, pursuant to which Seller provides firm transportation service of up to a Transportation Contract Quantity as set forth in Exhibit D through Seller's pipeline system; and

WHEREAS, Seller and Buyer have mutually agreed to extend the primary term of the Service Agreement.

NOW THEREFORE, Seller and Buyer hereby agree to amend the Service Agreement as follows:

- 1. Article IV of the Service Agreement is hereby deleted in its entirety and replaced by the following:

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective as of January 1, 2006 and shall remain in force and effect until 9:00 a.m. Central Clock Time March 31, 2007 and thereafter until terminated by Seller or Buyer upon at least three (3) years written notice; 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 reasonable 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. As set forth in Section 8 of Article II of Seller's August 7, 1989 revised Stipulation and Agreement in Docket Nos. RP88-68 et.al., (a) pregranted abandonment under Section 284.221(d) of the Commission's Regulations shall not apply to any long term conversions from firm sales service to transportation service under Seller's Rate Schedule FT and (b) Seller shall not exercise its right to terminate this service agreement as it applies to transportation service resulting from conversions from firm sales service so long as Buyer is willing to pay rates no less favorable than Seller is otherwise able to collect from third parties for such service.

- 2. Except as herein amended, the Service Agreement shall remain in full force and effect pursuant to the terms thereof.

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

TRANSCONTINENTAL GAS PIPE LINE CORPORATION ("SELLER")

MUNICIPAL GAS AUTHORITY OF GEORGIA ("BUYER")

By Paul F. Egner III
Paul F. Egner III
Director - Marketing Services

By Michael J. Frey
Name: Michael J. Frey
Title VP, Gas Supply & Operations

*OK
JFB*

Contract # 9035036

SERVICE AGREEMENT

between

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

and

MUNICIPAL GAS AUTHORITY OF GEORGIA

SERVICE AGREEMENT

THIS AGREEMENT entered into this 16th day of February, 2006, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as "Buyer," second party,

WITNESSETH

WHEREAS, Seller owns and operates an interstate gas pipeline system; and

WHEREAS, Seller and City of Royston, Georgia are parties to a Service Agreement, dated February 1, 1992 (Seller's contract number 1004838), under Seller's Rate Schedule FT, pursuant to which Seller provides firm transportation service of up to a Transportation Contract Quantity as set forth in Exhibit C through Seller's pipeline system; and

WHEREAS, pursuant to Section 42 of the General Terms and Conditions of Seller's FERC Gas Tariff, City of Royston, Georgia has permanently relinquished and released to Buyer the Transportation Contract Quantity as set forth in Exhibit C under that Service Agreement effective as of January 1, 2006; and

WHEREAS, Buyer has agreed to such permanent capacity release and is willing to assume all rights and obligations of City of Royston, Georgia for the Transportation Contract Quantity as set forth in Exhibit C pursuant to the terms and conditions of this agreement.

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 FT, 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 a firm basis, up to a Transportation Contract Quantity ("TCQ") as set forth in Exhibit D.

2. Transportation service rendered hereunder shall not be subject to curtailment or interruption except as provided in Section 11 and, if applicable, Section 42 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, the pressure of the gas delivered or caused to be delivered by Buyer shall not exceed the maximum operating pressure(s) of Seller's pipeline system at such point(s) of receipt. In the event the maximum operating pressure(s) 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(s) of the gas delivered or caused to be delivered by Buyer to Seller at the point(s) of receipt shall be

SERVICE AGREEMENT (Continued)

correspondingly increased or decreased upon written notification of Seller to Buyer. The point(s) of receipt for natural gas received for transportation pursuant to this agreement shall be:

See Exhibit A, attached hereto, for points of receipt.

ARTICLE III POINT (S) OF DELIVERY

Seller shall redeliver to Buyer or for the account of Buyer the gas transported hereunder at the following point(s) of delivery and at a pressure(s) of:

See Exhibit B, attached hereto, for points of delivery and pressures.

ARTICLE IV TERM OF AGREEMENT

This agreement shall be effective as of January 1, 2006, and shall remain in force and effect until 9:00 a.m. Central Clock Time March 31, 2006 and thereafter until terminated by Seller or Buyer upon at least three (3) years written notice; 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 reasonable 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. As set forth in Section 8 of Article II of Seller's August 7, 1989 revised Stipulation and Agreement in Docket Nos. RP88-68 et.al., (a) pregranted abandonment under Section 284.221 (d) of the Commission's Regulations shall not apply to any long term conversions from firm sales service to transportation service under Seller's Rate Schedule FT and (b) Seller shall not exercise its right to terminate this service agreement as it applies to transportation service resulting from conversions from firm sales service so long as Buyer is willing to pay rates no less favorable than Seller is otherwise able to collect from third parties for such service.

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 FT 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 in 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 C 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, line loss make-up (and injection fuel under Seller's Rate Schedule GSS, if applicable) in providing the transportation service hereunder, which quantity may be changed from time to time and which will be specified in the currently effective Sheet No. 44 of Volume No. 1 of this Tariff which relates to service under this agreement and which is incorporated herein.

3. In addition to the applicable charges for firm transportation service pursuant to Section 3 of Seller's Rate Schedule FT, Buyer shall reimburse Seller for any and all filing fees incurred as a result of

SERVICE AGREEMENT (Continued)

Buyer's request for service under Seller's Rate Schedule FT, 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:
None.

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: Director – Marketing Services

(b) If to Buyer:
Municipal Gas Authority of Georgia
104 TownPark Drive
Kennesaw, Georgia 30144
Attn: Arthur C. Corbin

SERVICE AGREEMENT (Continued)

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 Paul F. Egner III
Paul F. Egner III
Director, Marketing Services

Handwritten initials: C, J, P, M, D

MUNICIPAL GAS AUTHORITY OF GEORGIA
(Buyer)

By Michael J. Frey
Michael J. Frey
VP, Gas Supply & Operations

EXHIBIT A

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS AUTHORITY OF GEORGIA, AS BUYER, DATED Feb 16, 2006.

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|---|---|
| 1. Suction Side of Seller's Compressor Station 30 at the Existing Point of Interconnection between Seller's Central Texas Lateral and Seller's Mainline at Wharton County, Texas. (Station 30 #1000007) | 17% |
| 2. Existing Point of Interconnection between Seller and Valero Interstate Pipeline Company (Seller Meter No. 3396) at Wharton County, Texas. (Wharton Valero #1096690) | 17% |
| 3. Existing Point of Interconnection between Seller and Meter named Spanish Camp (Seller Meter No. 3365) Wharton County, Texas. (Spanish Camp-Delhi #1006895) | 17% |
| 4. Existing Point of Interconnection between Seller and Meter named Denton Cooley #1 (Seller Meter No. 3331), in Fort Bend County, Texas. (Denton Cooley #1) | 17% |
| 5. Existing Point of Interconnection between Seller and Meter named Randon East (Fulshear) (Seller Meter No. 1427), in Fort Bend County, Texas. (Randon East Fulshear) | 17% |
| 6. Existing Point of Interconnection between Seller and Houston Pipeline Company (Seller Meter No. 3364) at Fulshear, Fort Bend County, Texas. (Fulshear-HPL) | 17% |
| 7. Existing Point of Interconnection between Seller and Meter named White Oak Bayou-Kinder Morgan Tejas Pipeline (Seller Meter No. 3545), in Harris County, Texas. (White Oak Bayou-Tejas #1001036) | 17% |
| 8. Existing Point of Interconnection between Seller and Houston Pipeline Company (Seller Meter No. 4359) at Bammel, Harris County, Texas. (Bammel-HPL #1006014) | 17% |
| 9. Existing Point of Interconnection between Seller and Delhi Pipeline Company (Seller Meter No. 3346) at Hardin County, Texas. (Hardin-Delhi #1006696) | 17% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCO each day)*</u> |
|--|---|
| 10. Existing Point of Interconnection between Seller and Meter named Vidor Field Junction (Seller Meter No. 3554), in Jasper County, Texas. (Vidor Ames #1002337) | 17% |
| 11. Existing Point of Interconnection between Seller and Meter named Starks McConathy (Seller Meter No. 3535), in Calcasieu Parish, Louisiana.(Starks McConathy #1007346) | 17% |
| 12. Existing Point of Interconnection between Seller and Meter named DeQuincy Intercon (Seller Meter No. 2698), in Calcasieu Parish, Louisiana. (DeQuincy Intercon) | 17% |
| 13. Existing Point of Interconnection between Seller and Meter named DeQuincy Great Scott (Seller Meter No. 3357), in Calcasieu Parish, Louisiana. (DeQuincy Great Scott) | 17% |
| 14. Existing Point of Interconnection between Seller and Meter named Perkins-Phillips (Seller Meter No. 3532), in Calcasieu Parish, Louisiana. (Perkins-Phillips) | 17% |
| 15. Existing Point of Interconnection between Seller and Meter named Perkins (Intercon) (Seller Meter No. 3395), in Calcasieu Parish, Louisiana. (Perkins Intercon) | 17% |
| 16. Existing Point of Interconnection between Seller and Meter named Perkins East (Seller Meter No. 2369), in Beauregard Parish, Louisiana. (Perkins East) | 17% |
| 17. Discharge Side of Seller's Compressor Station 45 at the Existing Point of Interconnection between Seller's Southwest Louisiana Lateral and Seller's Mainline Beauregard Parish, Louisiana. (Station 45 #1000026) | 42% |
| 18 Existing Point of Interconnection between Seller and Texas Eastern Transmission Corporation (Seller Meter No. 4198) at Ragley, Beauregard Parish, Louisiana. (Ragley-TET #1006217) | 42% |
| 19. Existing Point of Interconnection between Seller and Trunkline Gas Company (Seller Meter No. 4215) at Ragley, Beauregard Parish, Louisiana. (Ragley-Trunkline #1006218) | 42% |
| 20. Existing Point of Interconnection between Seller and Tennessee Gas Transmission Company (Seller Meter No. 3371) at Kinder, Allen Parish, Louisiana. (Kinder Tenn #1006149)** | 42% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 21. Existing Point of Interconnection between Seller and Texas Gas Transmission Corporation (Seller Meter Nos. 3227, 4314, 4457) at Eunice, Evangeline Parish, Louisiana. (Eunice Mamou Tx Gas #1006923) | 42% |
| 22. Suction Side of Seller's Compressor Station 50 at the Existing Point of Interconnection between Seller's Central Louisiana Lateral and Seller's Mainline Evangeline Parish, Louisiana. (Station 50 #1000040) | 61% |
| 23. Existing Point of Interconnection between Seller and Columbia Gulf Transmission Corporation (Seller Meter No. 3142) at Eunice, Evangeline Parish, Louisiana. (Eunice Evangeline Col. Gulf #1006414) | 61% |
| 24. Discharge Side of Seller's Compressor Station 54 at Seller's Washington Storage Field, St. Landry Parish, Louisiana (Station 54 #1002687) | 61% |
| 25. Existing Point of Interconnection between Seller and Acadian Pipeline (Seller Meter No. 3506) in Pointe Coupee Parish, Louisiana. (Morganza-Acadian Pipeline #1003413) | 61% |
| 26. Existing Point of Interconnection (Seller Meter No. 3272) at M.P. 566.92, Morganza Field, Point Coupee Parish, Louisiana. (Morganza Field) | 61% |
| 27. Existing Point of Interconnection between Seller and Meter named West Feliciana Parish-Creole (Seller Meter No. 4464), in West Feliciana Parish, Louisiana. (West Feliciana Parish-Creole #1007165) | 61% |
| 28. Existing Point of Interconnection between Seller and Mid-Louisiana Gas Company (Seller Meter Nos. 4137, 4184, 3229) at Ethel, East Feliciana Parish, Louisiana. (Ethel-Mid LA #1006083) | 61% |
| 29. Existing Point of Interconnection between Seller and Meter named Liverpool Northwest (Seller Meter No. 3390), in St. Helena Parish, Louisiana. (Liverpool Northwest) | 61% |
| 30. Suction Side of Seller's Compressor Station 62 on Seller's Southeast Louisiana Lateral in Terrebonne Parish, Louisiana. (Station 62 #1000762) | 39% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCO each day)*</u> |
|--|---|
| 31. Existing Point of Interconnection between Seller and Meter named Texas Gas-Thibodeaux (Seller Meter No. 3533), in Lafourche Parish, Louisiana. (TXGT-Thibodeaux #1007206) | 39% |
| 32. Existing Point of Interconnection between Seller and Meter named Romeville-Cypress Gas Pipeline (Seller Meter No. 4410) in St. James Parish, Louisiana. (Romeville-Cypress Gas Pipeline #1000580) | 39% |
| 33. Existing Point of Interconnection between Seller and Meter named St. James CCIPC (Seller Meter No. 4462) in St James Parish, Louisiana. (St. James CCPIC #1007164)** | 39% |
| 34. Existing Point of Interconnection between Seller and Meter named St. James Faustina (St. Amelia) (Seller Meter No. 3328), in St. James Parish, Louisiana. (St. James Faustina (St. Amelia) #1006268)** | 39% |
| 35. Existing Point of Interconnection between Seller and Meter named St James Acadian (Seller Meter No. 4366), in St. James Parish, Louisiana. (St. James Acadian #1006677)** | 39% |
| 36. Existing Point of Interconnection between Seller and Meter named Livingston-Flare (Seller Meter No. 3450), in Livingston Parish, Louisiana. (Livingston-Flare) | 39% |
| 37. Existing Point of Interconnection between Seller and Florida Gas Transmission Company (Seller Meter No. 3217) at St. Helena, St. Helena Parish, Louisiana. (St. Helena FGT #1006267) | 39% |
| 38. Existing Point of Interconnection between Seller and Meter named Beaver Dam Creek (Seller Meter No. 3536), in St. Helena Parish, Louisiana. (Beaver Dam Creek #1008218) | 39% |
| 39. Suction Side of Seller's Compressor Station 65 at the Existing Point of Interconnection between Seller's Southeast Louisiana Lateral and Seller's Mainline St. Helena Parish, Louisiana. (Station 65 #1000065) | 100% |
| 40. Existing Point of Interconnection between Seller and Meter named Amite County – J.P. (Seller Meter No. 3332), in Amite County, Mississippi. (Amite County – J.P. #9000163) | 100% |
| 41. Existing Point of Interconnection between Seller and Meter named McComb (Seller Meter No. 3461), in Pike County, Mississippi. (McComb #1002726) | 100% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 42. Existing Point of Interconnection between Seller and Koch Gas Pipe Line Company at Holmesville (Seller Meter No. 3150), Pike County, Mississippi. (Holmesville-Koch #1003170) | 100% |
| 43. Discharge Side of Seller's Compressor Station 70 at M.P. 661.77 in Walthall County, Mississippi. (M.P. 661.7-Station 70 Discharge) | 100% |
| 44. Existing Point of Interconnection between Seller and Koch Gas Pipeline Company at Walthall (Seller Meter No. 3095) in Walthall County, Mississippi. (Walthall-Koch) | 100% |
| 45. Existing Point of Interconnection between Seller and Meter named Darbun-Pruett 34-10 (Seller Meter No. 3446) at M.P. 668.46 on Seller's Main Transmission Line, Darbun Field, Walthall County, Mississippi. (Darbun Pruett #1006750) | 100% |
| 46. Existing Point of Interconnection between Seller and Meter named Ivy Newsome (Seller Meter No. 3413) in Marion County, Mississippi. (Ivy Newsome) | 100% |
| 47. Existing Point of Interconnection between Seller and West Oakvale Field at M.P. 680.47-Marion County, Mississippi. (M.P. 680.47-West Oakvale Field) | 100% |
| 48. Existing Point of Interconnection between Seller and East Morgantown Field at M.P. 680.47 in Marion County, Mississippi. (M.P. 680.47-E. Morgantown Field) | 100% |
| 49. Existing Point of Interconnection between Seller and Greens Creek Field, at M.P. 681.84 Marion County, Mississippi. (M.P. 681.84 Greens Creek Field) | 100% |
| 50. Existing Point of Interconnection between Seller and Meter named M.P. 685.00-Oakville Unit 6-6 in Jefferson Davis County, Mississippi. (M.P. 685.00-Oakville Unit 6-6) | 100% |
| 51. Existing Point of Interconnection between Seller and Meter named M.P. 687.23-Oakvale Field in Marion County, Mississippi. (M.P. 687.23-Oakvale Field) | 100% |
| 52. Existing Point of Interconnection between Seller and Bassfield at named M.P. 696.40 in Marion County, Mississippi. (M.P. 696.40 Bassfield) | 100% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 53. Existing Point of Interconnection between Seller and Meter named Lithium/Holiday Creek-Frm (Seller Meter No. 3418), in Jefferson Davis County, Mississippi. (Lithium/Holiday Creek-Frm) | 100% |
| 54. Existing Point of Interconnection between Seller and S. W. Sumrall Field and Holiday Creek at M.P. 692.05-Holiday Creek in Jefferson Davis, Mississippi. (M.P. 692.05-Holiday Creek) | 100% |
| 55. Existing Point of Interconnection between Seller and ANR Pipe Line Company at Holiday Creek (Seller Meter No. 3241), Jefferson Davis County, Mississippi. (Holiday Creek-ANR #1007159) | 100% |
| 56. Existing Point of Interconnection between Seller and Aim Pipeline at Jeff Davis (Seller Meter No. 3252), Jefferson Davis County, Mississippi. (Jefferson Davis County-Aim Pipeline TP#1006579) | 100% |
| 57. Existing Point of Interconnection between Seller and Meter named Jefferson Davis-Frm (Seller Meter No. 4420), in Jefferson Davis County, Mississippi. (Jefferson Davis-Frm) | 100% |
| 58. Existing Point of Interconnection between Seller and Carson Dome Field M.P. 696.41, in Jefferson Davis County, Mississippi. (M.P. 696.41-Carson Dome Field) | 100% |
| 59. Existing Point of Interconnection between Seller and Meter Station named Bassfield-ANR Company at M.P. 703.17 on Seller's Main Transmission Line (Seller Meter No. 3238), Covington County, Mississippi. (Bassfield-ANR) | 100% |
| 60. Existing Point of Interconnection between Seller and Meter named Patti Bihm #1 (Seller Meter No. 3468), in Covington County, Mississippi. (Patty Bihm #1) | 100% |
| 61. Discharge Side of Seller's Compressor at Seller's Eminence Storage Field (Seller Meter No. 4166 and 3160) in Covington County, Mississippi. (Eminence Storage #1002689) | 100% |
| 62. Existing Point of Interconnection between Seller and Meter named Sun Speed #1 in Covington County, Mississippi. (Sun Speed #1 #1000085) | 100% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|---|---|
| 63. Existing Point of Interconnection between Seller and Hattiesburg-First Reserve in Covington County, Mississippi. (Hattiesburg-First Reserve Storage #1001686) | 100% |
| 64. Existing Point at M.P. 719.58 on Seller's Main Transmission Line (Seller Meter No. 3544), Centerville Dome Field, Jones County, Mississippi. (Centerville Dome Field #1001532) | 100% |
| 65. Existing Point of Interconnection between Seller and Meter Named Calhoun (Seller Meter No. 3404), in Jones County, Mississippi. (Calhoun) | 100% |
| 66. Existing Point at M.P. 727.78 on Seller's Main Transmission Line, Jones County, Mississippi. (Jones County - Gitano) | 100% |
| 67. Existing Point of Interconnection between Seller and a Meter named Koch Reedy Creek (Seller Meter No. 3333), Jones County, Mississippi. (Reedy Creek Koch #1000670) | 100% |
| 68. Existing Point of Interconnection between Seller and Meter named Sharon Field (Seller Meter No. 3000), in Jones County, Mississippi. (Sharon Field #1001327) | 100% |
| 69. Existing Point of Interconnection between Seller and Tennessee Gas Transmission Company at Heidelberg (Seller Meter No. 3109), Jasper County, Mississippi. (Heidelberg Tenn #1006120) | 100% |
| 70. Existing Point of Interconnection between Seller and Aim Pipeline at Clarke (Seller Meter No. 3254), Clarke County, Mississippi. (Clarke County Aim Pipeline #1006047) | 100% |
| 71. Existing Point of Interconnection between Seller and Meter named Clarke County-Koch at M.P. 757.29 in Clarke County, Mississippi. (Clarke County Koch) | 100% |
| 72. Existing Point of Interconnection between Seller's Mainline and Mobile Bay Lateral at M.P. 784.66 in Choctaw County, Alabama (Station 85-Mobile Bay Pool) | 100% |
| 73. Existing Point of Interconnection between Seller's Mainline and Mobile Bay Lateral at M.P. 784.66 in Choctaw County, Alabama (Station 85 #1000105) | 100% |
| 74. Existing Point of Interconnection between Seller and Magnolia Pipeline in Chilton County, Alabama. (Magnolia Pipeline Interconnect #1001808) | 100% |

Point(s) of Receipt

Buyer's Cumulative Mainline
Capacity Entitlement
(Percentage of TCQ each day)*

75. Existing Point of Interconnection between Seller and
Southern Natural Gas Company, (Seller Meter No. 4087)
at Jonesboro, Clayton County, Georgia.
(Jonesboro-SNG #1003176)

100%

Buyer shall not tender, without the prior consent of Seller, at any point(s) of receipt on any day a quantity in excess of the applicable Buyer's Cumulative Mainline Capacity Entitlement for such point(s) of receipt.

* These quantities do not include the additional quantities of gas retained by Seller for applicable compressor fuel and line loss make-up provided for in Article V, 2 of this Service Agreement, which are subject to change as provided for in Article V, 2 hereof. Therefore, Buyer shall also deliver or cause to be delivered at the receipt points such additional quantities of gas in kind to be retained by Seller for compressor fuel and line loss make-up.

** Receipt of gas by displacement only.

EXHIBIT B

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS AUTHORITY OF GEORGIA, AS BUYER, DATED Feb. 16, 2006.

Point(s) of Delivery

1. Royston Meter Station, located at mile post 1132.23 on Seller's main transmission line located near Georgia State Highway No. 17 approximately ½ mile northwesterly from the City of Bowman, Elbert County, Georgia
2. Seller's Eminence Storage Field, Covington County, Mississippi.

Pressures

Not less than fifty (50) pounds per square inch gauge or such other pressures as may be agreed upon in the day-to-day operations of Buyer and Seller.

Prevailing pressure in Seller's pipeline system not to exceed maximum allowable operating pressure.

EXHIBIT C

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN
TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS
AUTHORITY OF GEORGIA, AS BUYER, DATED Feb. 16, 2006.

Specification of Negotiated Rate and Term

None

EXHIBIT D

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN
TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS
AUTHORITY OF GEORGIA, AS BUYER, DATED Feb 16, 2006.

| <u>Month</u> | <u>FT Entitlement (Dt/d)</u> |
|--------------|------------------------------|
| January | 2,101 |
| February | 2,101 |
| March | 1,330 |
| April | 1,071 |
| May | 844 |
| June | 844 |
| July | 844 |
| August | 844 |
| September | 847 |
| October | 1,071 |
| November | 1,330 |
| December | 2,101 |

AMENDMENT TO SERVICE AGREEMENT

THIS AMENDMENT ("Amendment") is entered into this 16 day of February, 2006, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as "Buyer," second party.

WITNESSETH

WHEREAS, Seller and Buyer are parties to a Service Agreement, dated January 1, 2006 (Seller's contract number 9035036), under Seller's Rate Schedule FT, pursuant to which Seller provides firm transportation service of up to a Transportation Contract Quantity as set forth in Exhibit D through Seller's pipeline system; and

WHEREAS, Seller and Buyer have mutually agreed to extend the primary term of the Service Agreement.

NOW THEREFORE, Seller and Buyer hereby agree to amend the Service Agreement as follows:

- 1. Article IV of the Service Agreement is hereby deleted in its entirety and replaced by the following:

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective as of January 1, 2006 and shall remain in force and effect until 9:00 a.m. Central Clock Time March 31, 2007 and thereafter until terminated by Seller or Buyer upon at least three (3) years written notice; 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 reasonable 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. As set forth in Section 8 of Article II of Seller's August 7, 1989 revised Stipulation and Agreement in Docket Nos. RP88-68 et.al., (a) pregranted abandonment under Section 284.221(d) of the Commission's Regulations shall not apply to any long term conversions from firm sales service to transportation service under Seller's Rate Schedule FT and (b) Seller shall not exercise its right to terminate this service agreement as it applies to transportation service resulting from conversions from firm sales service so long as Buyer is willing to pay rates no less favorable than Seller is otherwise able to collect from third parties for such service.

- 2. Except as herein amended, the Service Agreement shall remain in full force and effect pursuant to the terms thereof.

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

TRANSCONTINENTAL GAS PIPE LINE CORPORATION ("SELLER")

MUNICIPAL GAS AUTHORITY OF GEORGIA ("BUYER")

By Paul F. Egner III
Paul F. Egner III
Director - Marketing Services

By Michael J. Frey
Name: Michael J. Frey
Title VP, Gas Supply & Operations

Handwritten initials: CK, JMC, JB

Contract # 9035038

SERVICE AGREEMENT

between

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

and

MUNICIPAL GAS AUTHORITY OF GEORGIA

SERVICE AGREEMENT

THIS AGREEMENT entered into this 16th day of February, 2006, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as "Buyer," second party,

WITNESSETH

WHEREAS, Seller owns and operates an interstate gas pipeline system; and

WHEREAS, Seller and City of Sugar Hill, Georgia are parties to a Service Agreement, dated February 1, 1992 (Seller's contract number 1004840), under Seller's Rate Schedule FT, pursuant to which Seller provides firm transportation service of up to a Transportation Contract Quantity as set forth in Exhibit C through Seller's pipeline system; and

WHEREAS, pursuant to Section 42 of the General Terms and Conditions of Seller's FERC Gas Tariff, City of Sugar Hill, Georgia has permanently relinquished and released to Buyer the Transportation Contract Quantity as set forth in Exhibit C under that Service Agreement effective as of January 1, 2006; and

WHEREAS, Buyer has agreed to such permanent capacity release and is willing to assume all rights and obligations of City of Sugar Hill, Georgia for the Transportation Contract Quantity as set forth in Exhibit C pursuant to the terms and conditions of this agreement.

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 FT, 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 a firm basis, up to a Transportation Contract Quantity ("TCQ") as set forth in Exhibit D.

2. Transportation service rendered hereunder shall not be subject to curtailment or interruption except as provided in Section 11 and, if applicable, Section 42 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, the pressure of the gas delivered or caused to be delivered by Buyer shall not exceed the maximum operating pressure(s) of Seller's pipeline system at such point(s) of receipt. In the event the maximum operating pressure(s) 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(s) of the gas delivered or caused to be delivered by Buyer to Seller at the point(s) of receipt shall be

SERVICE AGREEMENT (Continued)

correspondingly increased or decreased upon written notification of Seller to Buyer. The point(s) of receipt for natural gas received for transportation pursuant to this agreement shall be:

See Exhibit A, attached hereto, for points of receipt.

ARTICLE III POINT (S) OF DELIVERY

Seller shall redeliver to Buyer or for the account of Buyer the gas transported hereunder at the following point(s) of delivery and at a pressure(s) of:

See Exhibit B, attached hereto, for points of delivery and pressures.

ARTICLE IV TERM OF AGREEMENT

This agreement shall be effective as of January 1, 2006, and shall remain in force and effect until 9:00 a.m. Central Clock Time March 31, 2006 and thereafter until terminated by Seller or Buyer upon at least three (3) years written notice; 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 reasonable 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. As set forth in Section 8 of Article II of Seller's August 7, 1989 revised Stipulation and Agreement in Docket Nos. RP88-68 et.al., (a) pregranted abandonment under Section 284.221 (d) of the Commission's Regulations shall not apply to any long term conversions from firm sales service to transportation service under Seller's Rate Schedule FT and (b) Seller shall not exercise its right to terminate this service agreement as it applies to transportation service resulting from conversions from firm sales service so long as Buyer is willing to pay rates no less favorable than Seller is otherwise able to collect from third parties for such service.

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 FT 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 in 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 C 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, line loss make-up (and injection fuel under Seller's Rate Schedule GSS, if applicable) in providing the transportation service hereunder, which quantity may be changed from time to time and which will be specified in the currently effective Sheet No. 44 of Volume No. 1 of this Tariff which relates to service under this agreement and which is incorporated herein.

3. In addition to the applicable charges for firm transportation service pursuant to Section 3 of Seller's Rate Schedule FT, Buyer shall reimburse Seller for any and all filing fees incurred as a result of

SERVICE AGREEMENT (Continued)

Buyer's request for service under Seller's Rate Schedule FT, 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:

None.

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: Director – Marketing Services

(b) If to Buyer:
Municipal Gas Authority of Georgia
104 TownPark Drive
Kennesaw, Georgia 30144
Attn: Arthur C. Corbin

SERVICE AGREEMENT (Continued)

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 Paul F. Egner III
Paul F. Egner III
Director, Marketing Services

*cm
Lyc
DAG*

MUNICIPAL GAS AUTHORITY OF GEORGIA
(Buyer)

By Michael J. Frey
Michael J. Frey
VP, Gas Supply & Operations

EXHIBIT A

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS AUTHORITY OF GEORGIA, AS BUYER, DATED Feb 16, 2006.

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|---|---|
| 1. Suction Side of Seller's Compressor Station 30 at the Existing Point of Interconnection between Seller's Central Texas Lateral and Seller's Mainline at Wharton County, Texas. (Station 30 #1000007) | 17% |
| 2. Existing Point of Interconnection between Seller and Valero Interstate Pipeline Company (Seller Meter No. 3396) at Wharton County, Texas. (Wharton Valero #1096690) | 17% |
| 3. Existing Point of Interconnection between Seller and Meter named Spanish Camp (Seller Meter No. 3365) Wharton County, Texas. (Spanish Camp-Delhi #1006895) | 17% |
| 4. Existing Point of Interconnection between Seller and Meter named Denton Cooley #1 (Seller Meter No. 3331), in Fort Bend County, Texas. (Denton Cooley #1) | 17% |
| 5. Existing Point of Interconnection between Seller and Meter named Randon East (Fulshear) (Seller Meter No. 1427), in Fort Bend County, Texas. (Randon East Fulshear) | 17% |
| 6. Existing Point of Interconnection between Seller and Houston Pipeline Company (Seller Meter No. 3364) at Fulshear, Fort Bend County, Texas. (Fulshear-HPL) | 17% |
| 7. Existing Point of Interconnection between Seller and Meter named White Oak Bayou-Kinder Morgan Tejas Pipeline (Seller Meter No. 3545), in Harris County, Texas. (White Oak Bayou-Tejas #1001036) | 17% |
| 8. Existing Point of Interconnection between Seller and Houston Pipeline Company (Seller Meter No. 4359) at Bammel, Harris County, Texas. (Bammel-HPL #1006014) | 17% |
| 9. Existing Point of Interconnection between Seller and Delhi Pipeline Company (Seller Meter No. 3346) at Hardin County, Texas. (Hardin-Delhi #1006696) | 17% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 10. Existing Point of Interconnection between Seller and Meter named Vidor Field Junction (Seller Meter No. 3554), in Jasper County, Texas. (Vidor Ames #1002337) | 17% |
| 11. Existing Point of Interconnection between Seller and Meter named Starks McConathy (Seller Meter No. 3535), in Calcasieu Parish, Louisiana.(Starks McConathy #1007346) | 17% |
| 12. Existing Point of Interconnection between Seller and Meter named DeQuincy Intercon (Seller Meter No. 2698), in Calcasieu Parish, Louisiana. (DeQuincy Intercon) | 17% |
| 13. Existing Point of Interconnection between Seller and Meter named DeQuincy Great Scott (Seller Meter No. 3357), in Calcasieu Parish, Louisiana. (DeQuincy Great Scott) | 17% |
| 14. Existing Point of Interconnection between Seller and Meter named Perkins-Phillips (Seller Meter No. 3532), in Calcasieu Parish, Louisiana. (Perkins-Phillips) | 17% |
| 15. Existing Point of Interconnection between Seller and Meter named Perkins (Intercon) (Seller Meter No. 3395), in Calcasieu Parish, Louisiana. (Perkins Intercon) | 17% |
| 16. Existing Point of Interconnection between Seller and Meter named Perkins East (Seller Meter No. 2369), in Beauregard Parish, Louisiana. (Perkins East) | 17% |
| 17. Discharge Side of Seller's Compressor Station 45 at the Existing Point of Interconnection between Seller's Southwest Louisiana Lateral and Seller's Mainline Beauregard Parish, Louisiana. (Station 45 #1000026) | 42% |
| 18 Existing Point of Interconnection between Seller and Texas Eastern Transmission Corporation (Seller Meter No. 4198) at Ragley, Beauregard Parish, Louisiana. (Ragley-TET #1006217) | 42% |
| 19. Existing Point of Interconnection between Seller and Trunkline Gas Company (Seller Meter No. 4215) at Ragley, Beauregard Parish, Louisiana. (Ragley-Trunkline #1006218) | 42% |
| 20. Existing Point of Interconnection between Seller and Tennessee Gas Transmission Company (Seller Meter No. 3371) at Kinder, Allen Parish, Louisiana. (Kinder Tenn #1006149)** | 42% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 21. Existing Point of Interconnection between Seller and Texas Gas Transmission Corporation (Seller Meter Nos. 3227, 4314, 4457) at Eunice, Evangeline Parish, Louisiana. (Eunice Mamou Tx Gas #1006923) | 42% |
| 22. Suction Side of Seller's Compressor Station 50 at the Existing Point of Interconnection between Seller's Central Louisiana Lateral and Seller's Mainline Evangeline Parish, Louisiana. (Station 50 #1000040) | 61% |
| 23. Existing Point of Interconnection between Seller and Columbia Gulf Transmission Corporation (Seller Meter No. 3142) at Eunice, Evangeline Parish, Louisiana. (Eunice Evangeline Col. Gulf #1006414) | 61% |
| 24. Discharge Side of Seller's Compressor Station 54 at Seller's Washington Storage Field, St. Landry Parish, Louisiana (Station 54 #1002687) | 61% |
| 25. Existing Point of Interconnection between Seller and Acadian Pipeline (Seller Meter No. 3506) in Pointe Coupee Parish, Louisiana. (Morganza-Acadian Pipeline #1003413) | 61% |
| 26. Existing Point of Interconnection (Seller Meter No. 3272) at M.P. 566.92, Morganza Field, Point Coupee Parish, Louisiana. (Morganza Field) | 61% |
| 27. Existing Point of Interconnection between Seller and Meter named West Feliciana Parish-Creole (Seller Meter No. 4464), in West Feliciana Parish, Louisiana. (West Feliciana Parish-Creole #1007165) | 61% |
| 28. Existing Point of Interconnection between Seller and Mid-Louisiana Gas Company (Seller Meter Nos. 4137, 4184, 3229) at Ethel, East Feliciana Parish, Louisiana. (Ethel-Mid LA #1006083) | 61% |
| 29. Existing Point of Interconnection between Seller and Meter named Liverpool Northwest (Seller Meter No. 3390), in St. Helena Parish, Louisiana. (Liverpool Northwest) | 61% |
| 30. Suction Side of Seller's Compressor Station 62 on Seller's Southeast Louisiana Lateral in Terrebonne Parish, Louisiana. (Station 62 #1000762) | 39% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 31. Existing Point of Interconnection between Seller and Meter named Texas Gas-Thibodeaux (Seller Meter No. 3533), in Lafourche Parish, Louisiana. (TXGT-Thibodeaux #1007206) | 39% |
| 32. Existing Point of Interconnection between Seller and Meter named Romeville-Cypress Gas Pipeline (Seller Meter No. 4410) in St. James Parish, Louisiana. (Romeville-Cypress Gas Pipeline #1000580) | 39% |
| 33. Existing Point of Interconnection between Seller and Meter named St. James CCIPC (Seller Meter No. 4462) in St James Parish, Louisiana. (St. James CCPIC #1007164)** | 39% |
| 34. Existing Point of Interconnection between Seller and Meter named St. James Faustina (St. Amelia) (Seller Meter No. 3328), in St. James Parish, Louisiana. (St. James Faustina (St. Amelia) #1006268)** | 39% |
| 35. Existing Point of Interconnection between Seller and Meter named St James Acadian (Seller Meter No. 4366), in St. James Parish, Louisiana. (St. James Acadian #1006677)** | 39% |
| 36. Existing Point of Interconnection between Seller and Meter named Livingston-Flare (Seller Meter No. 3450), in Livingston Parish, Louisiana. (Livingston-Flare) | 39% |
| 37. Existing Point of Interconnection between Seller and Florida Gas Transmission Company (Seller Meter No. 3217) at St. Helena, St. Helena Parish, Louisiana. (St. Helena FGT #1006267) | 39% |
| 38. Existing Point of Interconnection between Seller and Meter named Beaver Dam Creek (Seller Meter No. 3536), in St. Helena Parish, Louisiana. (Beaver Dam Creek #1008218) | 39% |
| 39. Suction Side of Seller's Compressor Station 65 at the Existing Point of Interconnection between Seller's Southeast Louisiana Lateral and Seller's Mainline St. Helena Parish, Louisiana. (Station 65 #1000065) | 100% |
| 40. Existing Point of Interconnection between Seller and Meter named Amite County – J.P. (Seller Meter No. 3332), in Amite County, Mississippi. (Amite County – J.P. #9000163) | 100% |
| 41. Existing Point of Interconnection between Seller and Meter named McComb (Seller Meter No. 3461), in Pike County, Mississippi. (McComb #1002726) | 100% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 42. Existing Point of Interconnection between Seller and Koch Gas Pipe Line Company at Holmesville (Seller Meter No. 3150), Pike County, Mississippi. (Holmesville-Koch #1003170) | 100% |
| 43. Discharge Side of Seller's Compressor Station 70 at M.P. 661.77 in Walthall County, Mississippi. (M.P. 661.7-Station 70 Discharge) | 100% |
| 44. Existing Point of Interconnection between Seller and Koch Gas Pipeline Company at Walthall (Seller Meter No. 3095) in Walthall County, Mississippi. (Walthall-Koch) | 100% |
| 45. Existing Point of Interconnection between Seller and Meter named Darbun-Pruett 34-10 (Seller Meter No. 3446) at M.P. 668.46 on Seller's Main Transmission Line, Darbun Field, Walthall County, Mississippi. (Darbun Pruett #1006750) | 100% |
| 46. Existing Point of Interconnection between Seller and Meter named Ivy Newsome (Seller Meter No. 3413) in Marion County, Mississippi. (Ivy Newsome) | 100% |
| 47. Existing Point of Interconnection between Seller and West Oakvale Field at M.P. 680.47-Marion County, Mississippi. (M.P. 680.47-West Oakvale Field) | 100% |
| 48. Existing Point of Interconnection between Seller and East Morgantown Field at M.P. 680.47 in Marion County, Mississippi. (M.P. 680.47-E. Morgantown Field) | 100% |
| 49. Existing Point of Interconnection between Seller and Greens Creek Field, at M.P. 681.84 Marion County, Mississippi. (M.P. 681.84 Greens Creek Field) | 100% |
| 50. Existing Point of Interconnection between Seller and Meter named M.P. 685.00-Oakville Unit 6-6 in Jefferson Davis County, Mississippi. (M.P. 685.00-Oakville Unit 6-6) | 100% |
| 51. Existing Point of Interconnection between Seller and Meter named M.P. 687.23-Oakvale Field in Marion County, Mississippi. (M.P. 687.23-Oakvale Field) | 100% |
| 52. Existing Point of Interconnection between Seller and Bassfield at named M.P. 696.40 in Marion County, Mississippi. (M.P. 696.40 Bassfield) | 100% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 53. Existing Point of Interconnection between Seller and Meter named Lithium/Holiday Creek-Frm (Seller Meter No. 3418), in Jefferson Davis County, Mississippi. (Lithium/Holiday Creek-Frm) | 100% |
| 54. Existing Point of Interconnection between Seller and S. W. Sumrall Field and Holiday Creek at M.P. 692.05-Holiday Creek in Jefferson Davis, Mississippi. (M.P. 692.05-Holiday Creek) | 100% |
| 55. Existing Point of Interconnection between Seller and ANR Pipe Line Company at Holiday Creek (Seller Meter No. 3241), Jefferson Davis County, Mississippi. (Holiday Creek-ANR #1007159) | 100% |
| 56. Existing Point of Interconnection between Seller and Aim Pipeline at Jeff Davis (Seller Meter No. 3252), Jefferson Davis County, Mississippi. (Jefferson Davis County-Aim Pipeline TP#1006579) | 100% |
| 57. Existing Point of Interconnection between Seller and Meter named Jefferson Davis-Frm (Seller Meter No. 4420), in Jefferson Davis County, Mississippi. (Jefferson Davis-Frm) | 100% |
| 58. Existing Point of Interconnection between Seller and Carson Dome Field M.P. 696.41, in Jefferson Davis County, Mississippi. (M.P. 696.41-Carson Dome Field) | 100% |
| 59. Existing Point of Interconnection between Seller and Meter Station named Bassfield-ANR Company at M.P. 703.17 on Seller's Main Transmission Line (Seller Meter No. 3238), Covington County, Mississippi. (Bassfield-ANR) | 100% |
| 60. Existing Point of Interconnection between Seller and Meter named Patti Bihm #1 (Seller Meter No. 3468), in Covington County, Mississippi. (Patty Bihm #1) | 100% |
| 61. Discharge Side of Seller's Compressor at Seller's Eminence Storage Field (Seller Meter No. 4166 and 3160) in Covington County, Mississippi. (Eminence Storage #1002689) | 100% |
| 62. Existing Point of Interconnection between Seller and Meter named Sun Speed #1 in Covington County, Mississippi. (Sun Speed #1 #1000085) | 100% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|---|---|
| 63. Existing Point of Interconnection between Seller and Hattiesburg-First Reserve in Covington County, Mississippi. (Hattiesburg-First Reserve Storage #1001686) | 100% |
| 64. Existing Point at M.P. 719.58 on Seller's Main Transmission Line (Seller Meter No. 3544), Centerville Dome Field, Jones County, Mississippi. (Centerville Dome Field #1001532) | 100% |
| 65. Existing Point of Interconnection between Seller and Meter Named Calhoun (Seller Meter No. 3404), in Jones County, Mississippi. (Calhoun) | 100% |
| 66. Existing Point at M.P. 727.78 on Seller's Main Transmission Line, Jones County, Mississippi. (Jones County - Gitano) | 100% |
| 67. Existing Point of Interconnection between Seller and a Meter named Koch Reedy Creek (Seller Meter No. 3333), Jones County, Mississippi. (Reedy Creek Koch #1000670) | 100% |
| 68. Existing Point of Interconnection between Seller and Meter named Sharon Field (Seller Meter No. 3000), in Jones County, Mississippi. (Sharon Field #1001327) | 100% |
| 69. Existing Point of Interconnection between Seller and Tennessee Gas Transmission Company at Heidelberg (Seller Meter No. 3109), Jasper County, Mississippi. (Heidelberg Tenn #1006120) | 100% |
| 70. Existing Point of Interconnection between Seller and Aim Pipeline at Clarke (Seller Meter No. 3254), Clarke County, Mississippi. (Clarke County Aim Pipeline #1006047) | 100% |
| 71. Existing Point of Interconnection between Seller and Meter named Clarke County-Koch at M.P. 757.29 in Clarke County, Mississippi. (Clarke County Koch) | 100% |
| 72. Existing Point of Interconnection between Seller's Mainline and Mobile Bay Lateral at M.P. 784.66 in Choctaw County, Alabama (Station 85-Mobile Bay Pool) | 100% |
| 73. Existing Point of Interconnection between Seller's Mainline and Mobile Bay Lateral at M.P. 784.66 in Choctaw County, Alabama (Station 85 #1000105) | 100% |
| 74. Existing Point of Interconnection between Seller and Magnolia Pipeline in Chilton County, Alabama. (Magnolia Pipeline Interconnect #1001808) | 100% |

Point(s) of Receipt

Buyer's Cumulative Mainline
Capacity Entitlement
(Percentage of TCQ each day)*

75. Existing Point of Interconnection between Seller and
Southern Natural Gas Company, (Seller Meter No. 4087)
at Jonesboro, Clayton County, Georgia.
(Jonesboro-SNG #1003176)

100%

Buyer shall not tender, without the prior consent of Seller, at any point(s) of receipt on any day a quantity in excess of the applicable Buyer's Cumulative Mainline Capacity Entitlement for such point(s) of receipt.

* These quantities do not include the additional quantities of gas retained by Seller for applicable compressor fuel and line loss make-up provided for in Article V, 2 of this Service Agreement, which are subject to change as provided for in Article V, 2 hereof. Therefore, Buyer shall also deliver or cause to be delivered at the receipt points such additional quantities of gas in kind to be retained by Seller for compressor fuel and line loss make-up.

** Receipt of gas by displacement only.

EXHIBIT B

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS AUTHORITY OF GEORGIA, AS BUYER, DATED Feb 16, 2006.

Point(s) of Delivery

1. Sugar Hill Meter Station, located at mile post 26.96 on Seller's Georgia extension, Gwinnett County, Georgia.
2. Seller's Eminence Storage Field, Covington County, Mississippi.

Pressures

Not less than fifty (50) pounds per square inch gauge or such other pressures as may be agreed upon in the day-to-day operations of Buyer and Seller.

Prevailing pressure in Seller's pipeline system not to exceed maximum allowable operating pressure.

EXHIBIT C

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS AUTHORITY OF GEORGIA, AS BUYER, DATED Feb 16, 2006.

Specification of Negotiated Rate and Term

None

EXHIBIT D

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS AUTHORITY OF GEORGIA, AS BUYER, DATED Feb 16, 2006.

| <u>Month</u> | <u>FT Entitlement (Dt/d)</u> |
|--------------|------------------------------|
| January | 1,051 |
| February | 1,051 |
| March | 985 |
| April | 904 |
| May | 809 |
| June | 809 |
| July | 809 |
| August | 809 |
| September | 809 |
| October | 882 |
| November | 985 |
| December | 1,051 |

AMENDMENT TO SERVICE AGREEMENT

THIS AMENDMENT ("Amendment") is entered into this 16 day of February, 2006, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as "Buyer," second party.

WITNESSETH

WHEREAS, Seller and Buyer are parties to a Service Agreement, dated January 1, 2006 (Seller's contract number 9035038), under Seller's Rate Schedule FT, pursuant to which Seller provides firm transportation service of up to a Transportation Contract Quantity as set forth in Exhibit D through Seller's pipeline system; and

WHEREAS, Seller and Buyer have mutually agreed to extend the primary term of the Service Agreement.

NOW THEREFORE, Seller and Buyer hereby agree to amend the Service Agreement as follows:

- 1. Article IV of the Service Agreement is hereby deleted in its entirety and replaced by the following:

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective as of January 1, 2006 and shall remain in force and effect until 9:00 a.m. Central Clock Time March 31, 2007 and thereafter until terminated by Seller or Buyer upon at least three (3) years written notice; 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 reasonable 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. As set forth in Section 8 of Article II of Seller's August 7, 1989 revised Stipulation and Agreement in Docket Nos. RP88-68 et.al., (a) pregranted abandonment under Section 284.221(d) of the Commission's Regulations shall not apply to any long term conversions from firm sales service to transportation service under Seller's Rate Schedule FT and (b) Seller shall not exercise its right to terminate this service agreement as it applies to transportation service resulting from conversions from firm sales service so long as Buyer is willing to pay rates no less favorable than Seller is otherwise able to collect from third parties for such service.

- 2. Except as herein amended, the Service Agreement shall remain in full force and effect pursuant to the terms thereof.

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

TRANSCONTINENTAL GAS PIPE LINE CORPORATION ("SELLER")

MUNICIPAL GAS AUTHORITY OF GEORGIA ("BUYER")

By Paul F. Egner III
Director - Marketing Services

By Michael J. Frey
Name: Michael J. Frey
Title VP, Gas Supply & Operations

Handwritten initials: JCB

Contract # 9035039

SERVICE AGREEMENT

between

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

and

MUNICIPAL GAS AUTHORITY OF GEORGIA

SERVICE AGREEMENT

THIS AGREEMENT entered into this 16th day of February, 2006, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as "Buyer," second party,

WITNESSETH

WHEREAS, Seller owns and operates an interstate gas pipeline system; and

WHEREAS, Seller and City of Toccoa, Georgia are parties to a Service Agreement, dated February 1, 1992 (Seller's contract number 1004841), under Seller's Rate Schedule FT, pursuant to which Seller provides firm transportation service of up to a Transportation Contract Quantity as set forth in Exhibit C through Seller's pipeline system; and

WHEREAS, pursuant to Section 42 of the General Terms and Conditions of Seller's FERC Gas Tariff, City of Toccoa, Georgia has permanently relinquished and released to Buyer the Transportation Contract Quantity as set forth in Exhibit C under that Service Agreement effective as of January 1, 2006; and

WHEREAS, Buyer has agreed to such permanent capacity release and is willing to assume all rights and obligations of City of Toccoa, Georgia for the Transportation Contract Quantity as set forth in Exhibit C pursuant to the terms and conditions of this agreement.

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 FT, 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 a firm basis, up to a Transportation Contract Quantity ("TCQ") as set forth in Exhibit D.

2. Transportation service rendered hereunder shall not be subject to curtailment or interruption except as provided in Section 11 and, if applicable, Section 42 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, the pressure of the gas delivered or caused to be delivered by Buyer shall not exceed the maximum operating pressure(s) of Seller's pipeline system at such point(s) of receipt. In the event the maximum operating pressure(s) 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(s) of the gas delivered or caused to be delivered by Buyer to Seller at the point(s) of receipt shall be

SERVICE AGREEMENT (Continued)

correspondingly increased or decreased upon written notification of Seller to Buyer. The point(s) of receipt for natural gas received for transportation pursuant to this agreement shall be:

See Exhibit A, attached hereto, for points of receipt.

ARTICLE III
POINT (S) OF DELIVERY

Seller shall redeliver to Buyer or for the account of Buyer the gas transported hereunder at the following point(s) of delivery and at a pressure(s) of:

See Exhibit B, attached hereto, for points of delivery and pressures.

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective as of January 1, 2006, and shall remain in force and effect until 9:00 a.m. Central Clock Time March 31, 2006 and thereafter until terminated by Seller or Buyer upon at least three (3) years written notice; 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 reasonable 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. As set forth in Section 8 of Article II of Seller's August 7, 1989 revised Stipulation and Agreement in Docket Nos. RP88-68 et.al., (a) pregranted abandonment under Section 284.221 (d) of the Commission's Regulations shall not apply to any long term conversions from firm sales service to transportation service under Seller's Rate Schedule FT and (b) Seller shall not exercise its right to terminate this service agreement as it applies to transportation service resulting from conversions from firm sales service so long as Buyer is willing to pay rates no less favorable than Seller is otherwise able to collect from third parties for such service.

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 FT 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 in 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 C 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, line loss make-up (and injection fuel under Seller's Rate Schedule GSS, if applicable) in providing the transportation service hereunder, which quantity may be changed from time to time and which will be specified in the currently effective Sheet No. 44 of Volume No. 1 of this Tariff which relates to service under this agreement and which is incorporated herein.

3. In addition to the applicable charges for firm transportation service pursuant to Section 3 of Seller's Rate Schedule FT, Buyer shall reimburse Seller for any and all filing fees incurred as a result of

SERVICE AGREEMENT (Continued)

Buyer's request for service under Seller's Rate Schedule FT, 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:

None.

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: Director – Marketing Services

(b) If to Buyer:
Municipal Gas Authority of Georgia
104 TownPark Drive
Kennesaw, Georgia 30144
Attn: Arthur C. Corbin

SERVICE AGREEMENT (Continued)

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 Paul F. Egner III
Paul F. Egner III
Director, Marketing Services

Handwritten initials/signature

MUNICIPAL GAS AUTHORITY OF GEORGIA
(Buyer)

By Michael J. Frey
Michael J. Frey
VP, Gas Supply & Operations

EXHIBIT A

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS AUTHORITY OF GEORGIA, AS BUYER, DATED Feb 16 2006.

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|---|---|
| 1. Suction Side of Seller's Compressor Station 30 at the Existing Point of Interconnection between Seller's Central Texas Lateral and Seller's Mainline at Wharton County, Texas. (Station 30 #1000007) | 17% |
| 2. Existing Point of Interconnection between Seller and Valero Interstate Pipeline Company (Seller Meter No. 3396) at Wharton County, Texas. (Wharton Valero #1096690) | 17% |
| 3. Existing Point of Interconnection between Seller and Meter named Spanish Camp (Seller Meter No. 3365) Wharton County, Texas. (Spanish Camp-Delhi #1006895) | 17% |
| 4. Existing Point of Interconnection between Seller and Meter named Denton Cooley #1 (Seller Meter No. 3331), in Fort Bend County, Texas. (Denton Cooley #1) | 17% |
| 5. Existing Point of Interconnection between Seller and Meter named Randon East (Fulshear) (Seller Meter No. 1427), in Fort Bend County, Texas. (Randon East Fulshear) | 17% |
| 6. Existing Point of Interconnection between Seller and Houston Pipeline Company (Seller Meter No. 3364) at Fulshear, Fort Bend County, Texas. (Fulshear-HPL) | 17% |
| 7. Existing Point of Interconnection between Seller and Meter named White Oak Bayou-Kinder Morgan Tejas Pipeline (Seller Meter No. 3545), in Harris County, Texas. (White Oak Bayou-Tejas #1001036) | 17% |
| 8. Existing Point of Interconnection between Seller and Houston Pipeline Company (Seller Meter No. 4359) at Bammel, Harris County, Texas. (Bammel-HPL #1006014) | 17% |
| 9. Existing Point of Interconnection between Seller and Delhi Pipeline Company (Seller Meter No. 3346) at Hardin County, Texas. (Hardin-Delhi #1006696) | 17% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 10. Existing Point of Interconnection between Seller and Meter named Vidor Field Junction (Seller Meter No. 3554), in Jasper County, Texas. (Vidor Ames #1002337) | 17% |
| 11. Existing Point of Interconnection between Seller and Meter named Starks McConathy (Seller Meter No. 3535), in Calcasieu Parish, Louisiana.(Starks McConathy #1007346) | 17% |
| 12. Existing Point of Interconnection between Seller and Meter named DeQuincy Intercon (Seller Meter No. 2698), in Calcasieu Parish, Louisiana. (DeQuincy Intercon) | 17% |
| 13. Existing Point of Interconnection between Seller and Meter named DeQuincy Great Scott (Seller Meter No. 3357), in Calcasieu Parish, Louisiana. (DeQuincy Great Scott) | 17% |
| 14. Existing Point of Interconnection between Seller and Meter named Perkins-Phillips (Seller Meter No. 3532), in Calcasieu Parish, Louisiana. (Perkins-Phillips) | 17% |
| 15. Existing Point of Interconnection between Seller and Meter named Perkins (Intercon) (Seller Meter No. 3395), in Calcasieu Parish, Louisiana. (Perkins Intercon) | 17% |
| 16. Existing Point of Interconnection between Seller and Meter named Perkins East (Seller Meter No. 2369), in Beauregard Parish, Louisiana. (Perkins East) | 17% |
| 17. Discharge Side of Seller's Compressor Station 45 at the Existing Point of Interconnection between Seller's Southwest Louisiana Lateral and Seller's Mainline Beauregard Parish, Louisiana. (Station 45 #1000026) | 42% |
| 18 Existing Point of Interconnection between Seller and Texas Eastern Transmission Corporation (Seller Meter No. 4198) at Ragley, Beauregard Parish, Louisiana. (Ragley-TET #1006217) | 42% |
| 19. Existing Point of Interconnection between Seller and Trunkline Gas Company (Seller Meter No. 4215) at Ragley, Beauregard Parish, Louisiana. (Ragley-Trunkline #1006218) | 42% |
| 20. Existing Point of Interconnection between Seller and Tennessee Gas Transmission Company (Seller Meter No. 3371) at Kinder, Allen Parish, Louisiana. (Kinder Tenn #1006149)** | 42% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 21. Existing Point of Interconnection between Seller and Texas Gas Transmission Corporation (Seller Meter Nos. 3227, 4314, 4457) at Eunice, Evangeline Parish, Louisiana. (Eunice Mamou Tx Gas #1006923) | 42% |
| 22. Suction Side of Seller's Compressor Station 50 at the Existing Point of Interconnection between Seller's Central Louisiana Lateral and Seller's Mainline Evangeline Parish, Louisiana. (Station 50 #1000040) | 61% |
| 23. Existing Point of Interconnection between Seller and Columbia Gulf Transmission Corporation (Seller Meter No. 3142) at Eunice, Evangeline Parish, Louisiana. (Eunice Evangeline Col. Gulf #1006414) | 61% |
| 24. Discharge Side of Seller's Compressor Station 54 at Seller's Washington Storage Field, St. Landry Parish, Louisiana (Station 54 #1002687) | 61% |
| 25. Existing Point of Interconnection between Seller and Acadian Pipeline (Seller Meter No. 3506) in Pointe Coupee Parish, Louisiana. (Morganza-Acadian Pipeline #1003413) | 61% |
| 26. Existing Point of Interconnection (Seller Meter No. 3272) at M.P. 566.92, Morganza Field, Point Coupee Parish, Louisiana. (Morganza Field) | 61% |
| 27. Existing Point of Interconnection between Seller and Meter named West Feliciana Parish-Creole (Seller Meter No. 4464), in West Feliciana Parish, Louisiana. (West Feliciana Parish-Creole #1007165) | 61% |
| 28. Existing Point of Interconnection between Seller and Mid-Louisiana Gas Company (Seller Meter Nos. 4137, 4184, 3229) at Ethel, East Feliciana Parish, Louisiana. (Ethel-Mid LA #1006083) | 61% |
| 29. Existing Point of Interconnection between Seller and Meter named Liverpool Northwest (Seller Meter No. 3390), in St. Helena Parish, Louisiana. (Liverpool Northwest) | 61% |
| 30. Suction Side of Seller's Compressor Station 62 on Seller's Southeast Louisiana Lateral in Terrebonne Parish, Louisiana. (Station 62 #1000762) | 39% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 31. Existing Point of Interconnection between Seller and Meter named Texas Gas-Thibodeaux (Seller Meter No. 3533), in Lafourche Parish, Louisiana. (TXGT-Thibodeaux #1007206) | 39% |
| 32. Existing Point of Interconnection between Seller and Meter named Romeville-Cypress Gas Pipeline (Seller Meter No. 4410) in St. James Parish, Louisiana. (Romeville-Cypress Gas Pipeline #1000580) | 39% |
| 33. Existing Point of Interconnection between Seller and Meter named St. James CCIPC (Seller Meter No. 4462) in St James Parish, Louisiana. (St. James CCPIC #1007164)** | 39% |
| 34. Existing Point of Interconnection between Seller and Meter named St. James Faustina (St. Amelia) (Seller Meter No. 3328), in St. James Parish, Louisiana. (St. James Faustina (St. Amelia) #1006268)** | 39% |
| 35. Existing Point of Interconnection between Seller and Meter named St James Acadian (Seller Meter No. 4366), in St. James Parish, Louisiana. (St. James Acadian #1006677)** | 39% |
| 36. Existing Point of Interconnection between Seller and Meter named Livingston-Flare (Seller Meter No. 3450), in Livingston Parish, Louisiana. (Livingston-Flare) | 39% |
| 37. Existing Point of Interconnection between Seller and Florida Gas Transmission Company (Seller Meter No. 3217) at St. Helena, St. Helena Parish, Louisiana. (St. Helena FGT #1006267) | 39% |
| 38. Existing Point of Interconnection between Seller and Meter named Beaver Dam Creek (Seller Meter No. 3536), in St. Helena Parish, Louisiana. (Beaver Dam Creek #1008218) | 39% |
| 39. Suction Side of Seller's Compressor Station 65 at the Existing Point of Interconnection between Seller's Southeast Louisiana Lateral and Seller's Mainline St. Helena Parish, Louisiana. (Station 65 #1000065) | 100% |
| 40. Existing Point of Interconnection between Seller and Meter named Amite County – J.P. (Seller Meter No. 3332), in Amite County, Mississippi. (Amite County – J.P. #9000163) | 100% |
| 41. Existing Point of Interconnection between Seller and Meter named McComb (Seller Meter No. 3461), in Pike County, Mississippi. (McComb #1002726) | 100% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 42. Existing Point of Interconnection between Seller and Koch Gas Pipe Line Company at Holmesville (Seller Meter No. 3150), Pike County, Mississippi. (Holmesville-Koch #1003170) | 100% |
| 43. Discharge Side of Seller's Compressor Station 70 at M.P. 661.77 in Walthall County, Mississippi. (M.P. 661.7-Station 70 Discharge) | 100% |
| 44. Existing Point of Interconnection between Seller and Koch Gas Pipeline Company at Walthall (Seller Meter No. 3095) in Walthall County, Mississippi. (Walthall-Koch) | 100% |
| 45. Existing Point of Interconnection between Seller and Meter named Darbun-Pruett 34-10 (Seller Meter No. 3446) at M.P. 668.46 on Seller's Main Transmission Line, Darbun Field, Walthall County, Mississippi. (Darbun Pruett #1006750) | 100% |
| 46. Existing Point of Interconnection between Seller and Meter named Ivy Newsome (Seller Meter No. 3413) in Marion County, Mississippi. (Ivy Newsome) | 100% |
| 47. Existing Point of Interconnection between Seller and West Oakvale Field at M.P. 680.47-Marion County, Mississippi. (M.P. 680.47-West Oakvale Field) | 100% |
| 48. Existing Point of Interconnection between Seller and East Morgantown Field at M.P. 680.47 in Marion County, Mississippi. (M.P. 680.47-E. Morgantown Field) | 100% |
| 49. Existing Point of Interconnection between Seller and Greens Creek Field, at M.P. 681.84 Marion County, Mississippi. (M.P. 681.84 Greens Creek Field) | 100% |
| 50. Existing Point of Interconnection between Seller and Meter named M.P. 685.00-Oakville Unit 6-6 in Jefferson Davis County, Mississippi. (M.P. 685.00-Oakville Unit 6-6) | 100% |
| 51. Existing Point of Interconnection between Seller and Meter named M.P. 687.23-Oakvale Field in Marion County, Mississippi. (M.P. 687.23-Oakvale Field) | 100% |
| 52. Existing Point of Interconnection between Seller and Bassfield at named M.P. 696.40 in Marion County, Mississippi. (M.P. 696.40 Bassfield) | 100% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 53. Existing Point of Interconnection between Seller and Meter named Lithium/Holiday Creek-Frm (Seller Meter No. 3418), in Jefferson Davis County, Mississippi. (Lithium/Holiday Creek-Frm) | 100% |
| 54. Existing Point of Interconnection between Seller and S. W. Sumrall Field and Holiday Creek at M.P. 692.05-Holiday Creek in Jefferson Davis, Mississippi. (M.P. 692.05-Holiday Creek) | 100% |
| 55. Existing Point of Interconnection between Seller and ANR Pipe Line Company at Holiday Creek (Seller Meter No. 3241), Jefferson Davis County, Mississippi. (Holiday Creek-ANR #1007159) | 100% |
| 56. Existing Point of Interconnection between Seller and Aim Pipeline at Jeff Davis (Seller Meter No. 3252), Jefferson Davis County, Mississippi. (Jefferson Davis County-Aim Pipeline TP#1006579) | 100% |
| 57. Existing Point of Interconnection between Seller and Meter named Jefferson Davis-Frm (Seller Meter No. 4420), in Jefferson Davis County, Mississippi. (Jefferson Davis-Frm) | 100% |
| 58. Existing Point of Interconnection between Seller and Carson Dome Field M.P. 696.41, in Jefferson Davis County, Mississippi. (M.P. 696.41-Carson Dome Field) | 100% |
| 59. Existing Point of Interconnection between Seller and Meter Station named Bassfield-ANR Company at M.P. 703.17 on Seller's Main Transmission Line (Seller Meter No. 3238), Covington County, Mississippi. (Bassfield-ANR) | 100% |
| 60. Existing Point of Interconnection between Seller and Meter named Patti Bihm #1 (Seller Meter No. 3468), in Covington County, Mississippi. (Patty Bihm #1) | 100% |
| 61. Discharge Side of Seller's Compressor at Seller's Eminence Storage Field (Seller Meter No. 4166 and 3160) in Covington County, Mississippi. (Eminence Storage #1002689) | 100% |
| 62. Existing Point of Interconnection between Seller and Meter named Sun Speed #1 in Covington County, Mississippi. (Sun Speed #1 #1000085) | 100% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|---|---|
| 63. Existing Point of Interconnection between Seller and Hattiesburg-First Reserve in Covington County, Mississippi. (Hattiesburg-First Reserve Storage #1001686) | 100% |
| 64. Existing Point at M.P. 719.58 on Seller's Main Transmission Line (Seller Meter No. 3544), Centerville Dome Field, Jones County, Mississippi. (Centerville Dome Field #1001532) | 100% |
| 65. Existing Point of Interconnection between Seller and Meter Named Calhoun (Seller Meter No. 3404), in Jones County, Mississippi. (Calhoun) | 100% |
| 66. Existing Point at M.P. 727.78 on Seller's Main Transmission Line, Jones County, Mississippi. (Jones County - Gitano) | 100% |
| 67. Existing Point of Interconnection between Seller and a Meter named Koch Reedy Creek (Seller Meter No. 3333), Jones County, Mississippi. (Reedy Creek Koch #1000670) | 100% |
| 68. Existing Point of Interconnection between Seller and Meter named Sharon Field (Seller Meter No. 3000), in Jones County, Mississippi. (Sharon Field #1001327) | 100% |
| 69. Existing Point of Interconnection between Seller and Tennessee Gas Transmission Company at Heidelberg (Seller Meter No. 3109), Jasper County, Mississippi. (Heidelberg Tenn #1006120) | 100% |
| 70. Existing Point of Interconnection between Seller and Aim Pipeline at Clarke (Seller Meter No. 3254), Clarke County, Mississippi. (Clarke County Aim Pipeline #1006047) | 100% |
| 71. Existing Point of Interconnection between Seller and Meter named Clarke County-Koch at M.P. 757.29 in Clarke County, Mississippi. (Clarke County Koch) | 100% |
| 72. Existing Point of Interconnection between Seller's Mainline and Mobile Bay Lateral at M.P. 784.66 in Choctaw County, Alabama (Station 85-Mobile Bay Pool) | 100% |
| 73. Existing Point of Interconnection between Seller's Mainline and Mobile Bay Lateral at M.P. 784.66 in Choctaw County, Alabama (Station 85 #1000105) | 100% |
| 74. Existing Point of Interconnection between Seller and Magnolia Pipeline in Chilton County, Alabama. (Magnolia Pipeline Interconnect #1001808) | 100% |

Point(s) of Receipt

Buyer's Cumulative Mainline
Capacity Entitlement
(Percentage of TCQ each day)*

75. Existing Point of Interconnection between Seller and
Southern Natural Gas Company, (Seller Meter No. 4087)
at Jonesboro, Clayton County, Georgia.
(Jonesboro-SNG #1003176)

100%

Buyer shall not tender, without the prior consent of Seller, at any point(s) of receipt on any day a quantity in excess of the applicable Buyer's Cumulative Mainline Capacity Entitlement for such point(s) of receipt.

* These quantities do not include the additional quantities of gas retained by Seller for applicable compressor fuel and line loss make-up provided for in Article V, 2 of this Service Agreement, which are subject to change as provided for in Article V, 2 hereof. Therefore, Buyer shall also deliver or cause to be delivered at the receipt points such additional quantities of gas in kind to be retained by Seller for compressor fuel and line loss make-up.

** Receipt of gas by displacement only.

EXHIBIT B

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS AUTHORITY OF GEORGIA, AS BUYER, DATED Feb 16, 2006.

Point(s) of Delivery

Pressures

- | | |
|--|---|
| 1. Toccoa Meter Station, located at mile post 1134.12 on Seller's main transmission line in Elbert County, Georgia.. | Not less than fifty (50) pounds per square inch gauge. |
| 2. Seller's Eminence Storage Field, Covington County, Mississippi. | Prevailing pressure in Seller's pipeline system not to exceed maximum allowable operating pressure. |

EXHIBIT C

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN
TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS
AUTHORITY OF GEORGIA, AS BUYER, DATED Feb 16, 2006.

Specification of Negotiated Rate and Term

None

EXHIBIT D

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN
TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS
AUTHORITY OF GEORGIA, AS BUYER, DATED Feb 16, 2006.

| <u>Month</u> | <u>FT Entitlement (Dt/d)</u> |
|--------------|------------------------------|
| January | 5,175 |
| February | 5,175 |
| March | 4,773 |
| April | 4,256 |
| May | 3,221 |
| June | 3,221 |
| July | 3,169 |
| August | 3,165 |
| September | 3,221 |
| October | 4,256 |
| November | 4,773 |
| December | 5,175 |

AMENDMENT TO SERVICE AGREEMENT

THIS AMENDMENT ("Amendment") is entered into this 16 day of February, 2006, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as "Buyer," second party.

WITNESSETH

WHEREAS, Seller and Buyer are parties to a Service Agreement, dated January 1, 2006 (Seller's contract number 9035039), under Seller's Rate Schedule FT, pursuant to which Seller provides firm transportation service of up to a Transportation Contract Quantity as set forth in Exhibit D through Seller's pipeline system; and

WHEREAS, Seller and Buyer have mutually agreed to extend the primary term of the Service Agreement.

NOW THEREFORE, Seller and Buyer hereby agree to amend the Service Agreement as follows:

1. Article IV of the Service Agreement is hereby deleted in its entirety and replaced by the following:

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective as of January 1, 2006 and shall remain in force and effect until 9:00 a.m. Central Clock Time March 31, 2007 and thereafter until terminated by Seller or Buyer upon at least three (3) years written notice; 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 reasonable 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. As set forth in Section 8 of Article II of Seller's August 7, 1989 revised Stipulation and Agreement in Docket Nos. RP88-68 et.al., (a) pregranted abandonment under Section 284.221(d) of the Commission's Regulations shall not apply to any long term conversions from firm sales service to transportation service under Seller's Rate Schedule FT and (b) Seller shall not exercise its right to terminate this service agreement as it applies to transportation service resulting from conversions from firm sales service so long as Buyer is willing to pay rates no less favorable than Seller is otherwise able to collect from third parties for such service.

2. Except as herein amended, the Service Agreement shall remain in full force and effect pursuant to the terms thereof.

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

TRANSCONTINENTAL GAS PIPE LINE
CORPORATION ("SELLER")

By Paul F. Egner III
Paul F. Egner III
Director - Marketing Services

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JFB*

MUNICIPAL GAS AUTHORITY OF GEORGIA
("BUYER")

By Michael J. Frey
Name: Michael J. Frey
Title VP, Gas Supply & Operations

Contract # 9035040

SERVICE AGREEMENT

between

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

and

MUNICIPAL GAS AUTHORITY OF GEORGIA

SERVICE AGREEMENT

THIS AGREEMENT entered into this 16th day of February, 2006, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as "Buyer," second party,

WITNESSETH

WHEREAS, Seller owns and operates an interstate gas pipeline system; and

WHEREAS, Seller and Tri-County Natural Gas Company are parties to a Service Agreement, dated February 1, 1992 (Seller's contract number 1004842), under Seller's Rate Schedule FT, pursuant to which Seller provides firm transportation service of up to a Transportation Contract Quantity as set forth in Exhibit C through Seller's pipeline system; and

WHEREAS, pursuant to Section 42 of the General Terms and Conditions of Seller's FERC Gas Tariff, Tri-County Natural Gas Company has permanently relinquished and released to Buyer the Transportation Contract Quantity as set forth in Exhibit C under that Service Agreement effective as of January 1, 2006; and

WHEREAS, Buyer has agreed to such permanent capacity release and is willing to assume all rights and obligations of Tri-County Natural Gas Company for the Transportation Contract Quantity as set forth in Exhibit C pursuant to the terms and conditions of this agreement.

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 FT, 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 a firm basis, up to a Transportation Contract Quantity ("TCQ") as set forth in Exhibit D.

2. Transportation service rendered hereunder shall not be subject to curtailment or interruption except as provided in Section 11 and, if applicable, Section 42 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, the pressure of the gas delivered or caused to be delivered by Buyer shall not exceed the maximum operating pressure(s) of Seller's pipeline system at such point(s) of receipt. In the event the maximum operating pressure(s) 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(s) of the gas delivered or caused to be delivered by Buyer to Seller at the point(s) of receipt shall be

SERVICE AGREEMENT (Continued)

correspondingly increased or decreased upon written notification of Seller to Buyer. The point(s) of receipt for natural gas received for transportation pursuant to this agreement shall be:

See Exhibit A, attached hereto, for points of receipt.

ARTICLE III
POINT (S) OF DELIVERY

Seller shall redeliver to Buyer or for the account of Buyer the gas transported hereunder at the following point(s) of delivery and at a pressure(s) of:

See Exhibit B, attached hereto, for points of delivery and pressures.

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective as of January 1, 2006, and shall remain in force and effect until 9:00 a.m. Central Clock Time March 31, 2006 and thereafter until terminated by Seller or Buyer upon at least three (3) years written notice; 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 reasonable 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. As set forth in Section 8 of Article II of Seller's August 7, 1989 revised Stipulation and Agreement in Docket Nos. RP88-68 et.al., (a) pregranted abandonment under Section 284.221 (d) of the Commission's Regulations shall not apply to any long term conversions from firm sales service to transportation service under Seller's Rate Schedule FT and (b) Seller shall not exercise its right to terminate this service agreement as it applies to transportation service resulting from conversions from firm sales service so long as Buyer is willing to pay rates no less favorable than Seller is otherwise able to collect from third parties for such service.

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 FT 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 in 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 C 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, line loss make-up (and injection fuel under Seller's Rate Schedule GSS, if applicable) in providing the transportation service hereunder, which quantity may be changed from time to time and which will be specified in the currently effective Sheet No. 44 of Volume No. 1 of this Tariff which relates to service under this agreement and which is incorporated herein.

3. In addition to the applicable charges for firm transportation service pursuant to Section 3 of Seller's Rate Schedule FT, Buyer shall reimburse Seller for any and all filing fees incurred as a result of

SERVICE AGREEMENT (Continued)

Buyer's request for service under Seller's Rate Schedule FT, 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:

None.

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: Director – Marketing Services

(b) If to Buyer:
Municipal Gas Authority of Georgia
104 TownPark Drive
Kennesaw, Georgia 30144
Attn: Arthur C. Corbin

SERVICE AGREEMENT (Continued)

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 Paul F. Egner III
Paul F. Egner III
Director, Marketing Services

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MUNICIPAL GAS AUTHORITY OF GEORGIA
(Buyer)

By Michael J. Frey
Michael J. Frey
VP, Gas Supply & Operations

EXHIBIT A

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS AUTHORITY OF GEORGIA, AS BUYER, DATED July 16, 2006.

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|---|---|
| 1. Suction Side of Seller's Compressor Station 30 at the Existing Point of Interconnection between Seller's Central Texas Lateral and Seller's Mainline at Wharton County, Texas. (Station 30 #1000007) | 17% |
| 2. Existing Point of Interconnection between Seller and Valero Interstate Pipeline Company (Seller Meter No. 3396) at Wharton County, Texas. (Wharton Valero #1096690) | 17% |
| 3. Existing Point of Interconnection between Seller and Meter named Spanish Camp (Seller Meter No. 3365) Wharton County, Texas. (Spanish Camp-Delhi #1006895) | 17% |
| 4. Existing Point of Interconnection between Seller and Meter named Denton Cooley #1 (Seller Meter No. 3331), in Fort Bend County, Texas. (Denton Cooley #1) | 17% |
| 5. Existing Point of Interconnection between Seller and Meter named Randon East (Fulshear) (Seller Meter No. 1427), in Fort Bend County, Texas. (Randon East Fulshear) | 17% |
| 6. Existing Point of Interconnection between Seller and Houston Pipeline Company (Seller Meter No. 3364) at Fulshear, Fort Bend County, Texas. (Fulshear-HPL) | 17% |
| 7. Existing Point of Interconnection between Seller and Meter named White Oak Bayou-Kinder Morgan Tejas Pipeline (Seller Meter No. 3545), in Harris County, Texas. (White Oak Bayou-Tejas #1001036) | 17% |
| 8. Existing Point of Interconnection between Seller and Houston Pipeline Company (Seller Meter No. 4359) at Bammel, Harris County, Texas. (Bammel-HPL #1006014) | 17% |
| 9. Existing Point of Interconnection between Seller and Delhi Pipeline Company (Seller Meter No. 3346) at Hardin County, Texas. (Hardin-Delhi #1006696) | 17% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 10. Existing Point of Interconnection between Seller and Meter named Vidor Field Junction (Seller Meter No. 3554), in Jasper County, Texas. (Vidor Ames #1002337) | 17% |
| 11. Existing Point of Interconnection between Seller and Meter named Starks McConathy (Seller Meter No. 3535), in Calcasieu Parish, Louisiana.(Starks McConathy #1007346) | 17% |
| 12. Existing Point of Interconnection between Seller and Meter named DeQuincy Intercon (Seller Meter No. 2698), in Calcasieu Parish, Louisiana. (DeQuincy Intercon) | 17% |
| 13. Existing Point of Interconnection between Seller and Meter named DeQuincy Great Scott (Seller Meter No. 3357), in Calcasieu Parish, Louisiana. (DeQuincy Great Scott) | 17% |
| 14. Existing Point of Interconnection between Seller and Meter named Perkins-Phillips (Seller Meter No. 3532), in Calcasieu Parish, Louisiana. (Perkins-Phillips) | 17% |
| 15. Existing Point of Interconnection between Seller and Meter named Perkins (Intercon) (Seller Meter No. 3395), in Calcasieu Parish, Louisiana. (Perkins Intercon) | 17% |
| 16. Existing Point of Interconnection between Seller and Meter named Perkins East (Seller Meter No. 2369), in Beauregard Parish, Louisiana. (Perkins East) | 17% |
| 17. Discharge Side of Seller's Compressor Station 45 at the Existing Point of Interconnection between Seller's Southwest Louisiana Lateral and Seller's Mainline Beauregard Parish, Louisiana. (Station 45 #1000026) | 42% |
| 18 Existing Point of Interconnection between Seller and Texas Eastern Transmission Corporation (Seller Meter No. 4198) at Ragley, Beauregard Parish, Louisiana. (Ragley-TET #1006217) | 42% |
| 19. Existing Point of Interconnection between Seller and Trunkline Gas Company (Seller Meter No. 4215) at Ragley, Beauregard Parish, Louisiana. (Ragley-Trunkline #1006218) | 42% |
| 20. Existing Point of Interconnection between Seller and Tennessee Gas Transmission Company (Seller Meter No. 3371) at Kinder, Allen Parish, Louisiana. (Kinder Tenn #1006149)** | 42% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 21. Existing Point of Interconnection between Seller and Texas Gas Transmission Corporation (Seller Meter Nos. 3227, 4314, 4457) at Eunice, Evangeline Parish, Louisiana. (Eunice Mamou Tx Gas #1006923) | 42% |
| 22. Suction Side of Seller's Compressor Station 50 at the Existing Point of Interconnection between Seller's Central Louisiana Lateral and Seller's Mainline Evangeline Parish, Louisiana. (Station 50 #1000040) | 61% |
| 23. Existing Point of Interconnection between Seller and Columbia Gulf Transmission Corporation (Seller Meter No. 3142) at Eunice, Evangeline Parish, Louisiana. (Eunice Evangeline Col. Gulf #1006414) | 61% |
| 24. Discharge Side of Seller's Compressor Station 54 at Seller's Washington Storage Field, St. Landry Parish, Louisiana (Station 54 #1002687) | 61% |
| 25. Existing Point of Interconnection between Seller and Acadian Pipeline (Seller Meter No. 3506) in Pointe Coupee Parish, Louisiana. (Morganza-Acadian Pipeline #1003413) | 61% |
| 26. Existing Point of Interconnection (Seller Meter No. 3272) at M.P. 566.92, Morganza Field, Point Coupee Parish, Louisiana. (Morganza Field) | 61% |
| 27. Existing Point of Interconnection between Seller and Meter named West Feliciana Parish-Creole (Seller Meter No. 4464), in West Feliciana Parish, Louisiana. (West Feliciana Parish-Creole #1007165) | 61% |
| 28. Existing Point of Interconnection between Seller and Mid-Louisiana Gas Company (Seller Meter Nos. 4137, 4184, 3229) at Ethel, East Feliciana Parish, Louisiana. (Ethel-Mid LA #1006083) | 61% |
| 29. Existing Point of Interconnection between Seller and Meter named Liverpool Northwest (Seller Meter No. 3390), in St. Helena Parish, Louisiana. (Liverpool Northwest) | 61% |
| 30. Suction Side of Seller's Compressor Station 62 on Seller's Southeast Louisiana Lateral in Terrebonne Parish, Louisiana. (Station 62 #1000762) | 39% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCO each day)*</u> |
|--|---|
| 31. Existing Point of Interconnection between Seller and Meter named Texas Gas-Thibodeaux (Seller Meter No. 3533), in Lafourche Parish, Louisiana. (TXGT-Thibodeaux #1007206) | 39% |
| 32. Existing Point of Interconnection between Seller and Meter named Romeville-Cypress Gas Pipeline (Seller Meter No. 4410) in St. James Parish, Louisiana. (Romeville-Cypress Gas Pipeline #1000580) | 39% |
| 33. Existing Point of Interconnection between Seller and Meter named St. James CCIPC (Seller Meter No. 4462) in St James Parish, Louisiana. (St. James CCPIC #1007164)** | 39% |
| 34. Existing Point of Interconnection between Seller and Meter named St. James Faustina (St. Amelia) (Seller Meter No. 3328), in St. James Parish, Louisiana. (St. James Faustina (St. Amelia) #1006268)** | 39% |
| 35. Existing Point of Interconnection between Seller and Meter named St James Acadian (Seller Meter No. 4366), in St. James Parish, Louisiana. (St. James Acadian #1006677)** | 39% |
| 36. Existing Point of Interconnection between Seller and Meter named Livingston-Flare (Seller Meter No. 3450), in Livingston Parish, Louisiana. (Livingston-Flare) | 39% |
| 37. Existing Point of Interconnection between Seller and Florida Gas Transmission Company (Seller Meter No. 3217) at St. Helena, St. Helena Parish, Louisiana. (St. Helena FGT #1006267) | 39% |
| 38. Existing Point of Interconnection between Seller and Meter named Beaver Dam Creek (Seller Meter No. 3536), in St. Helena Parish, Louisiana. (Beaver Dam Creek #1008218) | 39% |
| 39. Suction Side of Seller's Compressor Station 65 at the Existing Point of Interconnection between Seller's Southeast Louisiana Lateral and Seller's Mainline St. Helena Parish, Louisiana. (Station 65 #1000065) | 100% |
| 40. Existing Point of Interconnection between Seller and Meter named Amite County – J.P. (Seller Meter No. 3332), in Amite County, Mississippi. (Amite County – J.P. #9000163) | 100% |
| 41. Existing Point of Interconnection between Seller and Meter named McComb (Seller Meter No. 3461), in Pike County, Mississippi. (McComb #1002726) | 100% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 42. Existing Point of Interconnection between Seller and Koch Gas Pipe Line Company at Holmesville (Seller Meter No. 3150), Pike County, Mississippi. (Holmesville-Koch #1003170) | 100% |
| 43. Discharge Side of Seller's Compressor Station 70 at M.P. 661.77 in Walthall County, Mississippi. (M.P. 661.7-Station 70 Discharge) | 100% |
| 44. Existing Point of Interconnection between Seller and Koch Gas Pipeline Company at Walthall (Seller Meter No. 3095) in Walthall County, Mississippi. (Walthall-Koch) | 100% |
| 45. Existing Point of Interconnection between Seller and Meter named Darbun-Pruett 34-10 (Seller Meter No. 3446) at M.P. 668.46 on Seller's Main Transmission Line, Darbun Field, Walthall County, Mississippi. (Darbun Pruett #1006750) | 100% |
| 46. Existing Point of Interconnection between Seller and Meter named Ivy Newsome (Seller Meter No. 3413) in Marion County, Mississippi. (Ivy Newsome) | 100% |
| 47. Existing Point of Interconnection between Seller and West Oakvale Field at M.P. 680.47-Marion County, Mississippi. (M.P. 680.47-West Oakvale Field) | 100% |
| 48. Existing Point of Interconnection between Seller and East Morgantown Field at M.P. 680.47 in Marion County, Mississippi. (M.P. 680.47-E. Morgantown Field) | 100% |
| 49. Existing Point of Interconnection between Seller and Greens Creek Field, at M.P. 681.84 Marion County, Mississippi. (M.P. 681.84 Greens Creek Field) | 100% |
| 50. Existing Point of Interconnection between Seller and Meter named M.P. 685.00-Oakville Unit 6-6 in Jefferson Davis County, Mississippi. (M.P. 685.00-Oakville Unit 6-6) | 100% |
| 51. Existing Point of Interconnection between Seller and Meter named M.P. 687.23-Oakvale Field in Marion County, Mississippi. (M.P. 687.23-Oakvale Field) | 100% |
| 52. Existing Point of Interconnection between Seller and Bassfield at named M.P. 696.40 in Marion County, Mississippi. (M.P. 696.40 Bassfield) | 100% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 53. Existing Point of Interconnection between Seller and Meter named Lithium/Holiday Creek-Frm (Seller Meter No. 3418), in Jefferson Davis County, Mississippi. (Lithium/Holiday Creek-Frm) | 100% |
| 54. Existing Point of Interconnection between Seller and S. W. Sumrall Field and Holiday Creek at M.P. 692.05-Holiday Creek in Jefferson Davis, Mississippi. (M.P. 692.05-Holiday Creek) | 100% |
| 55. Existing Point of Interconnection between Seller and ANR Pipe Line Company at Holiday Creek (Seller Meter No. 3241), Jefferson Davis County, Mississippi. (Holiday Creek-ANR #1007159) | 100% |
| 56. Existing Point of Interconnection between Seller and Aim Pipeline at Jeff Davis (Seller Meter No. 3252), Jefferson Davis County, Mississippi. (Jefferson Davis County-Aim Pipeline TP#1006579) | 100% |
| 57. Existing Point of Interconnection between Seller and Meter named Jefferson Davis-Frm (Seller Meter No. 4420), in Jefferson Davis County, Mississippi. (Jefferson Davis-Frm) | 100% |
| 58. Existing Point of Interconnection between Seller and Carson Dome Field M.P. 696.41, in Jefferson Davis County, Mississippi. (M.P. 696.41-Carson Dome Field) | 100% |
| 59. Existing Point of Interconnection between Seller and Meter Station named Bassfield-ANR Company at M.P. 703.17 on Seller's Main Transmission Line (Seller Meter No. 3238), Covington County, Mississippi. (Bassfield-ANR) | 100% |
| 60. Existing Point of Interconnection between Seller and Meter named Patti Bihm #1 (Seller Meter No. 3468), in Covington County, Mississippi. (Patty Bihm #1) | 100% |
| 61. Discharge Side of Seller's Compressor at Seller's Eminence Storage Field (Seller Meter No. 4166 and 3160) in Covington County, Mississippi. (Eminence Storage #1002689) | 100% |
| 62. Existing Point of Interconnection between Seller and Meter named Sun Speed #1 in Covington County, Mississippi. (Sun Speed #1 #1000085) | 100% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCO each day)*</u> |
|---|---|
| 63. Existing Point of Interconnection between Seller and Hattiesburg-First Reserve in Covington County, Mississippi. (Hattiesburg-First Reserve Storage #1001686) | 100% |
| 64. Existing Point at M.P. 719.58 on Seller's Main Transmission Line (Seller Meter No. 3544), Centerville Dome Field, Jones County, Mississippi. (Centerville Dome Field #1001532) | 100% |
| 65. Existing Point of Interconnection between Seller and Meter Named Calhoun (Seller Meter No. 3404), in Jones County, Mississippi. (Calhoun) | 100% |
| 66. Existing Point at M.P. 727.78 on Seller's Main Transmission Line, Jones County, Mississippi. (Jones County - Gitano) | 100% |
| 67. Existing Point of Interconnection between Seller and a Meter named Koch Reedy Creek (Seller Meter No. 3333), Jones County, Mississippi. (Reedy Creek Koch #1000670) | 100% |
| 68. Existing Point of Interconnection between Seller and Meter named Sharon Field (Seller Meter No. 3000), in Jones County, Mississippi. (Sharon Field #1001327) | 100% |
| 69. Existing Point of Interconnection between Seller and Tennessee Gas Transmission Company at Heidelberg (Seller Meter No. 3109), Jasper County, Mississippi. (Heidelberg Tenn #1006120) | 100% |
| 70. Existing Point of Interconnection between Seller and Aim Pipeline at Clarke (Seller Meter No. 3254), Clarke County, Mississippi. (Clarke County Aim Pipeline #1006047) | 100% |
| 71. Existing Point of Interconnection between Seller and Meter named Clarke County-Koch at M.P. 757.29 in Clarke County, Mississippi. (Clarke County Koch) | 100% |
| 72. Existing Point of Interconnection between Seller's Mainline and Mobile Bay Lateral at M.P. 784.66 in Choctaw County, Alabama (Station 85-Mobile Bay Pool) | 100% |
| 73. Existing Point of Interconnection between Seller's Mainline and Mobile Bay Lateral at M.P. 784.66 in Choctaw County, Alabama (Station 85 #1000105) | 100% |
| 74. Existing Point of Interconnection between Seller and Magnolia Pipeline in Chilton County, Alabama. (Magnolia Pipeline Interconnect #1001808) | 100% |

Point(s) of Receipt

Buyer's Cumulative Mainline
Capacity Entitlement
(Percentage of TCQ each day)*

75. Existing Point of Interconnection between Seller and Southern Natural Gas Company, (Seller Meter No. 4087) at Jonesboro, Clayton County, Georgia.
(Jonesboro-SNG #1003176)

100%

Buyer shall not tender, without the prior consent of Seller, at any point(s) of receipt on any day a quantity in excess of the applicable Buyer's Cumulative Mainline Capacity Entitlement for such point(s) of receipt.

* These quantities do not include the additional quantities of gas retained by Seller for applicable compressor fuel and line loss make-up provided for in Article V, 2 of this Service Agreement, which are subject to change as provided for in Article V, 2 hereof. Therefore, Buyer shall also deliver or cause to be delivered at the receipt points such additional quantities of gas in kind to be retained by Seller for compressor fuel and line loss make-up.

** Receipt of gas by displacement only.

EXHIBIT B

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS AUTHORITY OF GEORGIA, AS BUYER, DATED Feb 16, 2006.

Point(s) of Delivery

Pressures

- | | |
|---|---|
| 1. Greensboro-Union Point Meter Station, located on Seller's main transmission line southwesterly of Danielsville, Madison County, Georgia. | Not less than fifty (50) pounds per square inch gauge. |
| 2. Seller's Eminence Storage Field, Covington County, Mississippi. | Prevailing pressure in Seller's pipeline system not to exceed maximum allowable operating pressure. |

EXHIBIT C

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN
TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS
AUTHORITY OF GEORGIA, AS BUYER, DATED Feb 16, 2006.

Specification of Negotiated Rate and Term

None

EXHIBIT D

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS AUTHORITY OF GEORGIA, AS BUYER, DATED Feb 16, 2006.

| <u>Month</u> | <u>FT Entitlement (Dt/d)</u> |
|--------------|------------------------------|
| January | 2,736 |
| February | 2,736 |
| March | 2,736 |
| April | 2,736 |
| May | 2,736 |
| June | 2,657 |
| July | 2,657 |
| August | 2,657 |
| September | 2,661 |
| October | 2,736 |
| November | 2,736 |
| December | 2,736 |

AMENDMENT TO SERVICE AGREEMENT

THIS AMENDMENT ("Amendment") is entered into this 16 day of February, 2006, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as "Buyer," second party.

WITNESSETH

WHEREAS, Seller and Buyer are parties to a Service Agreement, dated January 1, 2006 (Seller's contract number 9035040), under Seller's Rate Schedule FT, pursuant to which Seller provides firm transportation service of up to a Transportation Contract Quantity as set forth in Exhibit D through Seller's pipeline system; and

WHEREAS, Seller and Buyer have mutually agreed to extend the primary term of the Service Agreement.

NOW THEREFORE, Seller and Buyer hereby agree to amend the Service Agreement as follows:

- 1. Article IV of the Service Agreement is hereby deleted in its entirety and replaced by the following:

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective as of January 1, 2006 and shall remain in force and effect until 9:00 a.m. Central Clock Time March 31, 2007 and thereafter until terminated by Seller or Buyer upon at least three (3) years written notice; 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 reasonable 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. As set forth in Section 8 of Article II of Seller's August 7, 1989 revised Stipulation and Agreement in Docket Nos. RP88-68 et.al., (a) pregranted abandonment under Section 284.221(d) of the Commission's Regulations shall not apply to any long term conversions from firm sales service to transportation service under Seller's Rate Schedule FT and (b) Seller shall not exercise its right to terminate this service agreement as it applies to transportation service resulting from conversions from firm sales service so long as Buyer is willing to pay rates no less favorable than Seller is otherwise able to collect from third parties for such service.

- 2. Except as herein amended, the Service Agreement shall remain in full force and effect pursuant to the terms thereof.

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

TRANSCONTINENTAL GAS PIPE LINE CORPORATION ("SELLER")

MUNICIPAL GAS AUTHORITY OF GEORGIA ("BUYER")

By Paul F. Egner III
Paul F. Egner III
Director - Marketing Services

By Michael J. Frey
Name: Michael J. Frey
Title VP, Gas Supply & Operations

cut line JB

Contract # 9035041

SERVICE AGREEMENT

between

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

and

MUNICIPAL GAS AUTHORITY OF GEORGIA

SERVICE AGREEMENT

THIS AGREEMENT entered into this 16th day of February, 2006, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as "Buyer," second party,

WITNESSETH

WHEREAS, Seller owns and operates an interstate gas pipeline system; and

WHEREAS, Seller and City of Wadley, Alabama are parties to a Service Agreement, dated February 1, 1992 (Seller's contract number 1005693), under Seller's Rate Schedule FT, pursuant to which Seller provides firm transportation service of up to a Transportation Contract Quantity as set forth in Exhibit C through Seller's pipeline system; and

WHEREAS, pursuant to Section 42 of the General Terms and Conditions of Seller's FERC Gas Tariff, City of Wadley, Alabama has permanently relinquished and released to Buyer the Transportation Contract Quantity as set forth in Exhibit C under that Service Agreement effective as of January 1, 2006; and

WHEREAS, Buyer has agreed to such permanent capacity release and is willing to assume all rights and obligations of City of Wadley, Alabama for the Transportation Contract Quantity as set forth in Exhibit C pursuant to the terms and conditions of this agreement.

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 FT, 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 a firm basis, up to a Transportation Contract Quantity ("TCQ") as set forth in Exhibit D.

2. Transportation service rendered hereunder shall not be subject to curtailment or interruption except as provided in Section 11 and, if applicable, Section 42 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, the pressure of the gas delivered or caused to be delivered by Buyer shall not exceed the maximum operating pressure(s) of Seller's pipeline system at such point(s) of receipt. In the event the maximum operating pressure(s) 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(s) of the gas delivered or caused to be delivered by Buyer to Seller at the point(s) of receipt shall be

SERVICE AGREEMENT (Continued)

correspondingly increased or decreased upon written notification of Seller to Buyer. The point(s) of receipt for natural gas received for transportation pursuant to this agreement shall be:

See Exhibit A, attached hereto, for points of receipt.

ARTICLE III POINT (S) OF DELIVERY

Seller shall redeliver to Buyer or for the account of Buyer the gas transported hereunder at the following point(s) of delivery and at a pressure(s) of:

See Exhibit B, attached hereto, for points of delivery and pressures.

ARTICLE IV TERM OF AGREEMENT

This agreement shall be effective as of January 1, 2006, and shall remain in force and effect until 9:00 a.m. Central Clock Time March 31, 2006 and thereafter until terminated by Seller or Buyer upon at least three (3) years written notice; 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 reasonable 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. As set forth in Section 8 of Article II of Seller's August 7, 1989 revised Stipulation and Agreement in Docket Nos. RP88-68 et.al., (a) pregranted abandonment under Section 284.221 (d) of the Commission's Regulations shall not apply to any long term conversions from firm sales service to transportation service under Seller's Rate Schedule FT and (b) Seller shall not exercise its right to terminate this service agreement as it applies to transportation service resulting from conversions from firm sales service so long as Buyer is willing to pay rates no less favorable than Seller is otherwise able to collect from third parties for such service.

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 FT 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 in 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 C 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, line loss make-up (and injection fuel under Seller's Rate Schedule GSS, if applicable) in providing the transportation service hereunder, which quantity may be changed from time to time and which will be specified in the currently effective Sheet No. 44 of Volume No. 1 of this Tariff which relates to service under this agreement and which is incorporated herein.

3. In addition to the applicable charges for firm transportation service pursuant to Section 3 of Seller's Rate Schedule FT, Buyer shall reimburse Seller for any and all filing fees incurred as a result of

SERVICE AGREEMENT (Continued)

Buyer's request for service under Seller's Rate Schedule FT, 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:

None.

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: Director – Marketing Services

(b) If to Buyer:
Municipal Gas Authority of Georgia
104 TownPark Drive
Kennesaw, Georgia 30144
Attn: Arthur C. Corbin

SERVICE AGREEMENT (Continued)

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 Paul F. Egner III
Paul F. Egner III
Director, Marketing Services

[Handwritten initials]

MUNICIPAL GAS AUTHORITY OF GEORGIA
(Buyer)

By Michael J. Frey
Michael J. Frey
VP, Gas Supply & Operations

EXHIBIT A

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS AUTHORITY OF GEORGIA, AS BUYER, DATED Feb 16, 2006.

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|---|---|
| 1. Suction Side of Seller's Compressor Station 30 at the Existing Point of Interconnection between Seller's Central Texas Lateral and Seller's Mainline at Wharton County, Texas. (Station 30 #1000007) | 17% |
| 2. Existing Point of Interconnection between Seller and Valero Interstate Pipeline Company (Seller Meter No. 3396) at Wharton County, Texas. (Wharton Valero #1096690) | 17% |
| 3. Existing Point of Interconnection between Seller and Meter named Spanish Camp (Seller Meter No. 3365) Wharton County, Texas. (Spanish Camp-Delhi #1006895) | 17% |
| 4. Existing Point of Interconnection between Seller and Meter named Denton Cooley #1 (Seller Meter No. 3331), in Fort Bend County, Texas. (Denton Cooley #1) | 17% |
| 5. Existing Point of Interconnection between Seller and Meter named Randon East (Fulshear) (Seller Meter No. 1427), in Fort Bend County, Texas. (Randon East Fulshear) | 17% |
| 6. Existing Point of Interconnection between Seller and Houston Pipeline Company (Seller Meter No. 3364) at Fulshear, Fort Bend County, Texas. (Fulshear-HPL) | 17% |
| 7. Existing Point of Interconnection between Seller and Meter named White Oak Bayou-Kinder Morgan Tejas Pipeline (Seller Meter No. 3545), in Harris County, Texas. (White Oak Bayou-Tejas #1001036) | 17% |
| 8. Existing Point of Interconnection between Seller and Houston Pipeline Company (Seller Meter No. 4359) at Bammel, Harris County, Texas. (Bammel-HPL #1006014) | 17% |
| 9. Existing Point of Interconnection between Seller and Delhi Pipeline Company (Seller Meter No. 3346) at Hardin County, Texas. (Hardin-Delhi #1006696) | 17% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCO each day)*</u> |
|--|---|
| 10. Existing Point of Interconnection between Seller and Meter named Vidor Field Junction (Seller Meter No. 3554), in Jasper County, Texas. (Vidor Ames #1002337) | 17% |
| 11. Existing Point of Interconnection between Seller and Meter named Starks McConathy (Seller Meter No. 3535), in Calcasieu Parish, Louisiana.(Starks McConathy #1007346) | 17% |
| 12. Existing Point of Interconnection between Seller and Meter named DeQuincy Intercon (Seller Meter No. 2698), in Calcasieu Parish, Louisiana. (DeQuincy Intercon) | 17% |
| 13. Existing Point of Interconnection between Seller and Meter named DeQuincy Great Scott (Seller Meter No. 3357), in Calcasieu Parish, Louisiana. (DeQuincy Great Scott) | 17% |
| 14. Existing Point of Interconnection between Seller and Meter named Perkins-Phillips (Seller Meter No. 3532), in Calcasieu Parish, Louisiana. (Perkins-Phillips) | 17% |
| 15. Existing Point of Interconnection between Seller and Meter named Perkins (Intercon) (Seller Meter No. 3395), in Calcasieu Parish, Louisiana. (Perkins Intercon) | 17% |
| 16. Existing Point of Interconnection between Seller and Meter named Perkins East (Seller Meter No. 2369), in Beauregard Parish, Louisiana. (Perkins East) | 17% |
| 17. Discharge Side of Seller's Compressor Station 45 at the Existing Point of Interconnection between Seller's Southwest Louisiana Lateral and Seller's Mainline Beauregard Parish, Louisiana. (Station 45 #1000026) | 42% |
| 18 Existing Point of Interconnection between Seller and Texas Eastern Transmission Corporation (Seller Meter No. 4198) at Ragley, Beauregard Parish, Louisiana. (Ragley-TET #1006217) | 42% |
| 19. Existing Point of Interconnection between Seller and Trunkline Gas Company (Seller Meter No. 4215) at Ragley, Beauregard Parish, Louisiana. (Ragley-Trunkline #1006218) | 42% |
| 20. Existing Point of Interconnection between Seller and Tennessee Gas Transmission Company (Seller Meter No. 3371) at Kinder, Allen Parish, Louisiana. (Kinder Tenn #1006149)** | 42% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 21. Existing Point of Interconnection between Seller and Texas Gas Transmission Corporation (Seller Meter Nos. 3227, 4314, 4457) at Eunice, Evangeline Parish, Louisiana. (Eunice Mamou Tx Gas #1006923) | 42% |
| 22. Suction Side of Seller's Compressor Station 50 at the Existing Point of Interconnection between Seller's Central Louisiana Lateral and Seller's Mainline Evangeline Parish, Louisiana. (Station 50 #1000040) | 61% |
| 23. Existing Point of Interconnection between Seller and Columbia Gulf Transmission Corporation (Seller Meter No. 3142) at Eunice, Evangeline Parish, Louisiana. (Eunice Evangeline Col. Gulf #1006414) | 61% |
| 24. Discharge Side of Seller's Compressor Station 54 at Seller's Washington Storage Field, St. Landry Parish, Louisiana (Station 54 #1002687) | 61% |
| 25. Existing Point of Interconnection between Seller and Acadian Pipeline (Seller Meter No. 3506) in Pointe Coupee Parish, Louisiana. (Morganza-Acadian Pipeline #1003413) | 61% |
| 26. Existing Point of Interconnection (Seller Meter No. 3272) at M.P. 566.92, Morganza Field, Point Coupee Parish, Louisiana. (Morganza Field) | 61% |
| 27. Existing Point of Interconnection between Seller and Meter named West Feliciana Parish-Creole (Seller Meter No. 4464), in West Feliciana Parish, Louisiana. (West Feliciana Parish-Creole #1007165) | 61% |
| 28. Existing Point of Interconnection between Seller and Mid-Louisiana Gas Company (Seller Meter Nos. 4137, 4184, 3229) at Ethel, East Feliciana Parish, Louisiana. (Ethel-Mid LA #1006083) | 61% |
| 29. Existing Point of Interconnection between Seller and Meter named Liverpool Northwest (Seller Meter No. 3390), in St. Helena Parish, Louisiana. (Liverpool Northwest) | 61% |
| 30. Suction Side of Seller's Compressor Station 62 on Seller's Southeast Louisiana Lateral in Terrebonne Parish, Louisiana. (Station 62 #1000762) | 39% |
| 31. Existing Point of Interconnection between Seller and Meter named Texas Gas-Thibodeaux (Seller Meter No. 3533), in Lafourche Parish, Louisiana. (TXGT-Thibodeaux #1007206) | 39% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 32. Existing Point of Interconnection between Seller and Meter named Romeville-Cypress Gas Pipeline (Seller Meter No. 4410) in St. James Parish, Louisiana. (Romeville-Cypress Gas Pipeline #1000580) | 39% |
| 33. Existing Point of Interconnection between Seller and Meter named St. James CCIPC (Seller Meter No. 4462) in St James Parish, Louisiana. (St. James CCPIC #1007164)** | 39% |
| 34. Existing Point of Interconnection between Seller and Meter named St. James Faustina (St. Amelia) (Seller Meter No. 3328), in St. James Parish, Louisiana. (St. James Faustina (St. Amelia) #1006268)** | 39% |
| 35. Existing Point of Interconnection between Seller and Meter named St James Acadian (Seller Meter No. 4366), in St. James Parish, Louisiana. (St. James Acadian #1006677)** | 39% |
| 36. Existing Point of Interconnection between Seller and Meter named Livingston-Flare (Seller Meter No. 3450), in Livingston Parish, Louisiana. (Livingston-Flare) | 39% |
| 37. Existing Point of Interconnection between Seller and Florida Gas Transmission Company (Seller Meter No. 3217) at St. Helena, St. Helena Parish, Louisiana. (St. Helena FGT #1006267) | 39% |
| 38. Existing Point of Interconnection between Seller and Meter named Beaver Dam Creek (Seller Meter No. 3536), in St. Helena Parish, Louisiana. (Beaver Dam Creek #1008218) | 39% |
| 39. Suction Side of Seller's Compressor Station 65 at the Existing Point of Interconnection between Seller's Southeast Louisiana Lateral and Seller's Mainline St. Helena Parish, Louisiana. (Station 65 #1000065) | 100% |
| 40. Existing Point of Interconnection between Seller and Meter named Amite County – J.P. (Seller Meter No. 3332), in Amite County, Mississippi. (Amite County – J.P. #9000163) | 100% |
| 41. Existing Point of Interconnection between Seller and Meter named McComb (Seller Meter No. 3461), in Pike County, Mississippi. (McComb #1002726) | 100% |
| 42. Existing Point of Interconnection between Seller and Koch Gas Pipe Line Company at Holmesville (Seller Meter No. 3150), Pike County, Mississippi. (Holmesville-Koch #1003170) | 100% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCO each day)*</u> |
|--|---|
| 43. Discharge Side of Seller's Compressor Station 70 at M.P. 661.77 in Walthall County, Mississippi. (M.P. 661.7-Station 70 Discharge) | 100% |
| 44. Existing Point of Interconnection between Seller and Koch Gas Pipeline Company at Walthall (Seller Meter No. 3095) in Walthall County, Mississippi. (Walthall-Koch) | 100% |
| 45. Existing Point of Interconnection between Seller and Meter named Darbun-Pruett 34-10 (Seller Meter No. 3446) at M.P. 668.46 on Seller's Main Transmission Line, Darbun Field, Walthall County, Mississippi. (Darbun Pruett #1006750) | 100% |
| 46. Existing Point of Interconnection between Seller and Meter named Ivy Newsome (Seller Meter No. 3413) in Marion County, Mississippi. (Ivy Newsome) | 100% |
| 47. Existing Point of Interconnection between Seller and West Oakvale Field at M.P. 680.47-Marion County, Mississippi. (M.P. 680.47-West Oakvale Field) | 100% |
| 48. Existing Point of Interconnection between Seller and East Morgantown Field at M.P. 680.47 in Marion County, Mississippi. (M.P. 680.47-E. Morgantown Field) | 100% |
| 49. Existing Point of Interconnection between Seller and Greens Creek Field, at M.P. 681.84 Marion County, Mississippi. (M.P. 681.84 Greens Creek Field) | 100% |
| 50. Existing Point of Interconnection between Seller and Meter named M.P. 685.00-Oakville Unit 6-6 in Jefferson Davis County, Mississippi. (M.P. 685.00-Oakville Unit 6-6) | 100% |
| 51. Existing Point of Interconnection between Seller and Meter named M.P. 687.23-Oakvale Field in Marion County, Mississippi. (M.P. 687.23-Oakvale Field) | 100% |
| 52. Existing Point of Interconnection between Seller and Bassfield at named M.P. 696.40 in Marion County, Mississippi. (M.P. 696.40 Bassfield) | 100% |
| 53. Existing Point of Interconnection between Seller and Meter named Lithium/Holiday Creek-Frm (Seller Meter No. 3418), in Jefferson Davis County, Mississippi. (Lithium/Holiday Creek-Frm) | 100% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 54. Existing Point of Interconnection between Seller and S. W. Sumrall Field and Holiday Creek at M.P. 692.05-Holiday Creek in Jefferson Davis, Mississippi. (M.P. 692.05-Holiday Creek) | 100% |
| 55. Existing Point of Interconnection between Seller and ANR Pipe Line Company at Holiday Creek (Seller Meter No. 3241), Jefferson Davis County, Mississippi. (Holiday Creek-ANR #1007159) | 100% |
| 56. Existing Point of Interconnection between Seller and Aim Pipeline at Jeff Davis (Seller Meter No. 3252), Jefferson Davis County, Mississippi. (Jefferson Davis County-Aim Pipeline TP#1006579) | 100% |
| 57. Existing Point of Interconnection between Seller and Meter named Jefferson Davis-Frm (Seller Meter No. 4420), in Jefferson Davis County, Mississippi. (Jefferson Davis-Frm) | 100% |
| 58. Existing Point of Interconnection between Seller and Carson Dome Field M.P. 696.41, in Jefferson Davis County, Mississippi. (M.P. 696.41-Carson Dome Field) | 100% |
| 59. Existing Point of Interconnection between Seller and Meter Station named Bassfield-ANR Company at M.P. 703.17 on Seller's Main Transmission Line (Seller Meter No. 3238), Covington County, Mississippi. (Bassfield-ANR) | 100% |
| 60. Existing Point of Interconnection between Seller and Meter named Patti Bihm #1 (Seller Meter No. 3468), in Covington County, Mississippi. (Patty Bihm #1) | 100% |
| 61. Discharge Side of Seller's Compressor at Seller's Eminence Storage Field (Seller Meter No. 4166 and 3160) in Covington County, Mississippi. (Eminence Storage #1002689) | 100% |
| 62. Existing Point of Interconnection between Seller and Meter named Sun Speed #1 in Covington County, Mississippi. (Sun Speed #1 #1000085) | 100% |
| 63. Existing Point of Interconnection between Seller and Hattiesburg-First Reserve in Covington County, Mississippi. (Hattiesburg-First Reserve Storage #1001686) | 100% |
| 64. Existing Point at M.P. 719.58 on Seller's Main Transmission Line (Seller Meter No. 3544), Centerville Dome Field, Jones County, Mississippi. (Centerville Dome Field #1001532) | 100% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|---|---|
| 65. Existing Point of Interconnection between Seller and Meter Named Calhoun (Seller Meter No. 3404), in Jones County, Mississippi. (Calhoun) | 100% |
| 66. Existing Point at M.P. 727.78 on Seller's Main Transmission Line, Jones County, Mississippi. (Jones County - Gitano) | 100% |
| 67. Existing Point of Interconnection between Seller and a Meter named Koch Reedy Creek (Seller Meter No. 3333), Jones County, Mississippi. (Reedy Creek Koch #1000670) | 100% |
| 68. Existing Point of Interconnection between Seller and Meter named Sharon Field (Seller Meter No. 3000), in Jones County, Mississippi. (Sharon Field #1001327) | 100% |
| 69. Existing Point of Interconnection between Seller and Tennessee Gas Transmission Company at Heidelberg (Seller Meter No. 3109), Jasper County, Mississippi. (Heidelberg Tenn #1006120) | 100% |
| 70. Existing Point of Interconnection between Seller and Aim Pipeline at Clarke (Seller Meter No. 3254), Clarke County, Mississippi. (Clarke County Aim Pipeline #1006047) | 100% |
| 71. Existing Point of Interconnection between Seller and Meter named Clarke County-Koch at M.P. 757.29 in Clarke County, Mississippi. (Clarke County Koch) | 100% |
| 72. Existing Point of Interconnection between Seller's Mainline and Mobile Bay Lateral at M.P. 784.66 in Choctaw County, Alabama (Station 85-Mobile Bay Pool) | 100% |
| 73. Existing Point of Interconnection between Seller's Mainline and Mobile Bay Lateral at M.P. 784.66 in Choctaw County, Alabama (Station 85 #1000105) | 100% |
| 74. Existing Point of Interconnection between Seller and Magnolia Pipeline in Chilton County, Alabama. (Magnolia Pipeline Interconnect #1001808) | 100% |

Buyer shall not tender, without the prior consent of Seller, at any point(s) of receipt on any day a quantity in excess of the applicable Buyer's Cumulative Mainline Capacity Entitlement for such point(s) of receipt.

* These quantities do not include the additional quantities of gas retained by Seller for applicable compressor fuel and line loss make-up provided for in Article V, 2 of this Service Agreement, which are subject to change as provided for in Article V, 2 hereof. Therefore, Buyer shall also deliver or cause to be delivered at the receipt points such additional quantities of gas in kind to be retained by Seller for compressor fuel and line loss make-up.

** Receipt of gas by displacement only.

EXHIBIT B

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS AUTHORITY OF GEORGIA, AS BUYER, DATED Feb 16, 2006.

Point(s) of Delivery

Pressures

- | | |
|--|---|
| 1. The outlet side of Seller's Wadley Meter and Regulator Station located adjacent to Seller's main transmission line on a County Road approximately 0.5 mile northerly from the City of Wadley, Randolph County, Alabama, where the facilities of Seller connect with those of Buyer. | Not less than fifty (50) pounds per square inch gauge. |
| 2. Seller's Eminence Storage Field, Covington County, Mississippi. | Prevailing pressure in Seller's pipeline system not to exceed maximum allowable operating pressure. |

EXHIBIT C

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN
TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS
AUTHORITY OF GEORGIA, AS BUYER, DATED Feb 16, 2006.

Specification of Negotiated Rate and Term

None

EXHIBIT D

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN
TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS
AUTHORITY OF GEORGIA, AS BUYER, DATED Feb 16, 2006.

| <u>Month</u> | <u>FT Entitlement (Dt/d)</u> |
|--------------|------------------------------|
| January | 389 |
| February | 368 |
| March | 233 |
| April | 193 |
| May | 10 |
| June | 10 |
| July | 10 |
| August | 10 |
| September | 10 |
| October | 88 |
| November | 233 |
| December | 389 |

AMENDMENT TO SERVICE AGREEMENT

THIS AMENDMENT ("Amendment") is entered into this 16 day of February, 2006, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as "Buyer," second party.

WITNESSETH

WHEREAS, Seller and Buyer are parties to a Service Agreement, dated January 1, 2006 (Seller's contract number 9035041), under Seller's Rate Schedule FT, pursuant to which Seller provides firm transportation service of up to a Transportation Contract Quantity as set forth in Exhibit D through Seller's pipeline system; and

WHEREAS, Seller and Buyer have mutually agreed to extend the primary term of the Service Agreement.

NOW THEREFORE, Seller and Buyer hereby agree to amend the Service Agreement as follows:

- 1. Article IV of the Service Agreement is hereby deleted in its entirety and replaced by the following:

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective as of January 1, 2006 and shall remain in force and effect until 9:00 a.m. Central Clock Time March 31, 2007 and thereafter until terminated by Seller or Buyer upon at least three (3) years written notice; 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 reasonable 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. As set forth in Section 8 of Article II of Seller's August 7, 1989 revised Stipulation and Agreement in Docket Nos. RP88-68 et.al., (a) pregranted abandonment under Section 284.221(d) of the Commission's Regulations shall not apply to any long term conversions from firm sales service to transportation service under Seller's Rate Schedule FT and (b) Seller shall not exercise its right to terminate this service agreement as it applies to transportation service resulting from conversions from firm sales service so long as Buyer is willing to pay rates no less favorable than Seller is otherwise able to collect from third parties for such service.

- 2. Except as herein amended, the Service Agreement shall remain in full force and effect pursuant to the terms thereof.

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

TRANSCONTINENTAL GAS PIPE LINE CORPORATION ("SELLER")

MUNICIPAL GAS AUTHORITY OF GEORGIA ("BUYER")

By Paul F. Egner III
Paul F. Egner III
Director - Marketing Services

Handwritten initials: JAC, JB

By Michael J. Frey
Name: Michael J. Frey
Title VP, Gas Supply & Operations

Contract # 9035042

SERVICE AGREEMENT

between

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

and

MUNICIPAL GAS AUTHORITY OF GEORGIA

SERVICE AGREEMENT

THIS AGREEMENT entered into this 16th day of February, 2006, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as "Buyer," second party,

WITNESSETH

WHEREAS, Seller owns and operates an interstate gas pipeline system; and

WHEREAS, Seller and The Water, Sewer, and Gas Board of the Town of Wedowee are parties to a Service Agreement, dated February 1, 1992 (Seller's contract number 1004837), under Seller's Rate Schedule FT, pursuant to which Seller provides firm transportation service of up to a Transportation Contract Quantity as set forth in Exhibit C through Seller's pipeline system; and

WHEREAS, pursuant to Section 42 of the General Terms and Conditions of Seller's FERC Gas Tariff, The Water, Sewer, and Gas Board of the Town of Wedowee has permanently relinquished and released to Buyer the Transportation Contract Quantity as set forth in Exhibit C under that Service Agreement effective as of January 1, 2006; and

WHEREAS, Buyer has agreed to such permanent capacity release and is willing to assume all rights and obligations of The Water, Sewer, and Gas Board of the Town of Wedowee for the Transportation Contract Quantity as set forth in Exhibit C pursuant to the terms and conditions of this agreement.

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 FT, 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 a firm basis, up to a Transportation Contract Quantity ("TCQ") as set forth in Exhibit D.

2. Transportation service rendered hereunder shall not be subject to curtailment or interruption except as provided in Section 11 and, if applicable, Section 42 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, the pressure of the gas delivered or caused to be delivered by Buyer shall not exceed the maximum operating pressure(s) of Seller's pipeline system at such point(s) of receipt. In the event the maximum operating pressure(s) 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(s) of the gas delivered or caused to be delivered by Buyer to Seller at the point(s) of receipt shall be

SERVICE AGREEMENT (Continued)

correspondingly increased or decreased upon written notification of Seller to Buyer. The point(s) of receipt for natural gas received for transportation pursuant to this agreement shall be:

See Exhibit A, attached hereto, for points of receipt.

ARTICLE III POINT (S) OF DELIVERY

Seller shall redeliver to Buyer or for the account of Buyer the gas transported hereunder at the following point(s) of delivery and at a pressure(s) of:

See Exhibit B, attached hereto, for points of delivery and pressures.

ARTICLE IV TERM OF AGREEMENT

This agreement shall be effective as of January 1, 2006, and shall remain in force and effect until 9:00 a.m. Central Clock Time March 31, 2006 and thereafter until terminated by Seller or Buyer upon at least three (3) years written notice; 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 reasonable 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. As set forth in Section 8 of Article II of Seller's August 7, 1989 revised Stipulation and Agreement in Docket Nos. RP88-68 et.al., (a) pregranted abandonment under Section 284.221 (d) of the Commission's Regulations shall not apply to any long term conversions from firm sales service to transportation service under Seller's Rate Schedule FT and (b) Seller shall not exercise its right to terminate this service agreement as it applies to transportation service resulting from conversions from firm sales service so long as Buyer is willing to pay rates no less favorable than Seller is otherwise able to collect from third parties for such service.

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 FT 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 in 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 C 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, line loss make-up (and injection fuel under Seller's Rate Schedule GSS, if applicable) in providing the transportation service hereunder, which quantity may be changed from time to time and which will be specified in the currently effective Sheet No. 44 of Volume No. 1 of this Tariff which relates to service under this agreement and which is incorporated herein.

3. In addition to the applicable charges for firm transportation service pursuant to Section 3 of Seller's Rate Schedule FT, Buyer shall reimburse Seller for any and all filing fees incurred as a result of

SERVICE AGREEMENT (Continued)

Buyer's request for service under Seller's Rate Schedule FT, 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:
None.

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: Director – Marketing Services

(b) If to Buyer:
Municipal Gas Authority of Georgia
104 TownPark Drive
Kennesaw, Georgia 30144
Attn: Arthur C. Corbin

SERVICE AGREEMENT (Continued)

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 Paul F. Egner III
Paul F. Egner III
Director, Marketing Services

cts
LTC
PFR

MUNICIPAL GAS AUTHORITY OF GEORGIA
(Buyer)

By Michael J. Frey
Michael J. Frey
VP, Gas Supply & Operations

EXHIBIT A

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS AUTHORITY OF GEORGIA, AS BUYER, DATED Feb 16, 2006.

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|---|---|
| 1. Suction Side of Seller's Compressor Station 30 at the Existing Point of Interconnection between Seller's Central Texas Lateral and Seller's Mainline at Wharton County, Texas. (Station 30 #1000007) | 17% |
| 2. Existing Point of Interconnection between Seller and Valero Interstate Pipeline Company (Seller Meter No. 3396) at Wharton County, Texas. (Wharton Valero #1096690) | 17% |
| 3. Existing Point of Interconnection between Seller and Meter named Spanish Camp (Seller Meter No. 3365) Wharton County, Texas. (Spanish Camp-Delhi #1006895) | 17% |
| 4. Existing Point of Interconnection between Seller and Meter named Denton Cooley #1 (Seller Meter No. 3331), in Fort Bend County, Texas. (Denton Cooley #1) | 17% |
| 5. Existing Point of Interconnection between Seller and Meter named Randon East (Fulshear) (Seller Meter No. 1427), in Fort Bend County, Texas. (Randon East Fulshear) | 17% |
| 6. Existing Point of Interconnection between Seller and Houston Pipeline Company (Seller Meter No. 3364) at Fulshear, Fort Bend County, Texas. (Fulshear-HPL) | 17% |
| 7. Existing Point of Interconnection between Seller and Meter named White Oak Bayou-Kinder Morgan Tejas Pipeline (Seller Meter No. 3545), in Harris County, Texas. (White Oak Bayou-Tejas #1001036) | 17% |
| 8. Existing Point of Interconnection between Seller and Houston Pipeline Company (Seller Meter No. 4359) at Bammel, Harris County, Texas. (Bammel-HPL #1006014) | 17% |
| 9. Existing Point of Interconnection between Seller and Delhi Pipeline Company (Seller Meter No. 3346) at Hardin County, Texas. (Hardin-Delhi #1006696) | 17% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 10. Existing Point of Interconnection between Seller and Meter named Vidor Field Junction (Seller Meter No. 3554), in Jasper County, Texas. (Vidor Ames #1002337) | 17% |
| 11. Existing Point of Interconnection between Seller and Meter named Starks McConathy (Seller Meter No. 3535), in Calcasieu Parish, Louisiana.(Starks McConathy #1007346) | 17% |
| 12. Existing Point of Interconnection between Seller and Meter named DeQuincy Intercon (Seller Meter No. 2698), in Calcasieu Parish, Louisiana. (DeQuincy Intercon) | 17% |
| 13. Existing Point of Interconnection between Seller and Meter named DeQuincy Great Scott (Seller Meter No. 3357), in Calcasieu Parish, Louisiana. (DeQuincy Great Scott) | 17% |
| 14. Existing Point of Interconnection between Seller and Meter named Perkins-Phillips (Seller Meter No. 3532), in Calcasieu Parish, Louisiana. (Perkins-Phillips) | 17% |
| 15. Existing Point of Interconnection between Seller and Meter named Perkins (Intercon) (Seller Meter No. 3395), in Calcasieu Parish, Louisiana. (Perkins Intercon) | 17% |
| 16. Existing Point of Interconnection between Seller and Meter named Perkins East (Seller Meter No. 2369), in Beauregard Parish, Louisiana. (Perkins East) | 17% |
| 17. Discharge Side of Seller's Compressor Station 45 at the Existing Point of Interconnection between Seller's Southwest Louisiana Lateral and Seller's Mainline Beauregard Parish, Louisiana. (Station 45 #1000026) | 42% |
| 18 Existing Point of Interconnection between Seller and Texas Eastern Transmission Corporation (Seller Meter No. 4198) at Ragley, Beauregard Parish, Louisiana. (Ragley-TET #1006217) | 42% |
| 19. Existing Point of Interconnection between Seller and Trunkline Gas Company (Seller Meter No. 4215) at Ragley, Beauregard Parish, Louisiana. (Ragley-Trunkline #1006218) | 42% |
| 20. Existing Point of Interconnection between Seller and Tennessee Gas Transmission Company (Seller Meter No. 3371) at Kinder, Allen Parish, Louisiana. (Kinder Tenn #1006149)** | 42% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 21. Existing Point of Interconnection between Seller and Texas Gas Transmission Corporation (Seller Meter Nos. 3227, 4314, 4457) at Eunice, Evangeline Parish, Louisiana. (Eunice Mamou Tx Gas #1006923) | 42% |
| 22. Suction Side of Seller's Compressor Station 50 at the Existing Point of Interconnection between Seller's Central Louisiana Lateral and Seller's Mainline Evangeline Parish, Louisiana. (Station 50 #1000040) | 61% |
| 23. Existing Point of Interconnection between Seller and Columbia Gulf Transmission Corporation (Seller Meter No. 3142) at Eunice, Evangeline Parish, Louisiana. (Eunice Evangeline Col. Gulf #1006414) | 61% |
| 24. Discharge Side of Seller's Compressor Station 54 at Seller's Washington Storage Field, St. Landry Parish, Louisiana (Station 54 #1002687) | 61% |
| 25. Existing Point of Interconnection between Seller and Acadian Pipeline (Seller Meter No. 3506) in Pointe Coupee Parish, Louisiana. (Morganza-Acadian Pipeline #1003413) | 61% |
| 26. Existing Point of Interconnection (Seller Meter No. 3272) at M.P. 566.92, Morganza Field, Point Coupee Parish, Louisiana. (Morganza Field) | 61% |
| 27. Existing Point of Interconnection between Seller and Meter named West Feliciana Parish-Creole (Seller Meter No. 4464), in West Feliciana Parish, Louisiana. (West Feliciana Parish-Creole #1007165) | 61% |
| 28. Existing Point of Interconnection between Seller and Mid-Louisiana Gas Company (Seller Meter Nos. 4137, 4184, 3229) at Ethel, East Feliciana Parish, Louisiana. (Ethel-Mid LA #1006083) | 61% |
| 29. Existing Point of Interconnection between Seller and Meter named Liverpool Northwest (Seller Meter No. 3390), in St. Helena Parish, Louisiana. (Liverpool Northwest) | 61% |
| 30. Suction Side of Seller's Compressor Station 62 on Seller's Southeast Louisiana Lateral in Terrebonne Parish, Louisiana. (Station 62 #1000762) | 39% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 31. Existing Point of Interconnection between Seller and Meter named Texas Gas-Thibodeaux (Seller Meter No. 3533), in Lafourche Parish, Louisiana. (TXGT-Thibodeaux #1007206) | 39% |
| 32. Existing Point of Interconnection between Seller and Meter named Romeville-Cypress Gas Pipeline (Seller Meter No. 4410) in St. James Parish, Louisiana. (Romeville-Cypress Gas Pipeline #1000580) | 39% |
| 33. Existing Point of Interconnection between Seller and Meter named St. James CCIPC (Seller Meter No. 4462) in St James Parish, Louisiana. (St. James CCPIC #1007164)** | 39% |
| 34. Existing Point of Interconnection between Seller and Meter named St. James Faustina (St. Amelia) (Seller Meter No. 3328), in St. James Parish, Louisiana. (St. James Faustina (St. Amelia) #1006268)** | 39% |
| 35. Existing Point of Interconnection between Seller and Meter named St James Acadian (Seller Meter No. 4366), in St. James Parish, Louisiana. (St. James Acadian #1006677)** | 39% |
| 36. Existing Point of Interconnection between Seller and Meter named Livingston-Flare (Seller Meter No. 3450), in Livingston Parish, Louisiana. (Livingston-Flare) | 39% |
| 37. Existing Point of Interconnection between Seller and Florida Gas Transmission Company (Seller Meter No. 3217) at St. Helena, St. Helena Parish, Louisiana. (St. Helena FGT #1006267) | 39% |
| 38. Existing Point of Interconnection between Seller and Meter named Beaver Dam Creek (Seller Meter No. 3536), in St. Helena Parish, Louisiana. (Beaver Dam Creek #1008218) | 39% |
| 39. Suction Side of Seller's Compressor Station 65 at the Existing Point of Interconnection between Seller's Southeast Louisiana Lateral and Seller's Mainline St. Helena Parish, Louisiana. (Station 65 #1000065) | 100% |
| 40. Existing Point of Interconnection between Seller and Meter named Amite County – J.P. (Seller Meter No. 3332), in Amite County, Mississippi. (Amite County – J.P. #9000163) | 100% |
| 41. Existing Point of Interconnection between Seller and Meter named McComb (Seller Meter No. 3461), in Pike County, Mississippi. (McComb #1002726) | 100% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 42. Existing Point of Interconnection between Seller and Koch Gas Pipe Line Company at Holmesville (Seller Meter No. 3150), Pike County, Mississippi. (Holmesville-Koch #1003170) | 100% |
| 43. Discharge Side of Seller's Compressor Station 70 at M.P. 661.77 in Walthall County, Mississippi. (M.P. 661.7-Station 70 Discharge) | 100% |
| 44. Existing Point of Interconnection between Seller and Koch Gas Pipeline Company at Walthall (Seller Meter No. 3095) in Walthall County, Mississippi. (Walthall-Koch) | 100% |
| 45. Existing Point of Interconnection between Seller and Meter named Darbun-Pruett 34-10 (Seller Meter No. 3446) at M.P. 668.46 on Seller's Main Transmission Line, Darbun Field, Walthall County, Mississippi. (Darbun Pruett #1006750) | 100% |
| 46. Existing Point of Interconnection between Seller and Meter named Ivy Newsome (Seller Meter No. 3413) in Marion County, Mississippi. (Ivy Newsome) | 100% |
| 47. Existing Point of Interconnection between Seller and West Oakvale Field at M.P. 680.47-Marion County, Mississippi. (M.P. 680.47-West Oakvale Field) | 100% |
| 48. Existing Point of Interconnection between Seller and East Morgantown Field at M.P. 680.47 in Marion County, Mississippi. (M.P. 680.47-E. Morgantown Field) | 100% |
| 49. Existing Point of Interconnection between Seller and Greens Creek Field, at M.P. 681.84 Marion County, Mississippi. (M.P. 681.84 Greens Creek Field) | 100% |
| 50. Existing Point of Interconnection between Seller and Meter named M.P. 685.00-Oakville Unit 6-6 in Jefferson Davis County, Mississippi. (M.P. 685.00-Oakville Unit 6-6) | 100% |
| 51. Existing Point of Interconnection between Seller and Meter named M.P. 687.23-Oakvale Field in Marion County, Mississippi. (M.P. 687.23-Oakvale Field) | 100% |
| 52. Existing Point of Interconnection between Seller and Bassfield at named M.P. 696.40 in Marion County, Mississippi. (M.P. 696.40 Bassfield) | 100% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 53. Existing Point of Interconnection between Seller and Meter named Lithium/Holiday Creek-Frm (Seller Meter No. 3418), in Jefferson Davis County, Mississippi. (Lithium/Holiday Creek-Frm) | 100% |
| 54. Existing Point of Interconnection between Seller and S. W. Sumrall Field and Holiday Creek at M.P. 692.05-Holiday Creek in Jefferson Davis, Mississippi. (M.P. 692.05-Holiday Creek) | 100% |
| 55. Existing Point of Interconnection between Seller and ANR Pipe Line Company at Holiday Creek (Seller Meter No. 3241), Jefferson Davis County, Mississippi. (Holiday Creek-ANR #1007159) | 100% |
| 56. Existing Point of Interconnection between Seller and Aim Pipeline at Jeff Davis (Seller Meter No. 3252), Jefferson Davis County, Mississippi. (Jefferson Davis County-Aim Pipeline TP#1006579) | 100% |
| 57. Existing Point of Interconnection between Seller and Meter named Jefferson Davis-Frm (Seller Meter No. 4420), in Jefferson Davis County, Mississippi. (Jefferson Davis-Frm) | 100% |
| 58. Existing Point of Interconnection between Seller and Carson Dome Field M.P. 696.41, in Jefferson Davis County, Mississippi. (M.P. 696.41-Carson Dome Field) | 100% |
| 59. Existing Point of Interconnection between Seller and Meter Station named Bassfield-ANR Company at M.P. 703.17 on Seller's Main Transmission Line (Seller Meter No. 3238), Covington County, Mississippi. (Bassfield-ANR) | 100% |
| 60. Existing Point of Interconnection between Seller and Meter named Patti Bihm #1 (Seller Meter No. 3468), in Covington County, Mississippi. (Patty Bihm #1) | 100% |
| 61. Discharge Side of Seller's Compressor at Seller's Eminence Storage Field (Seller Meter No. 4166 and 3160) in Covington County, Mississippi. (Eminence Storage #1002689) | 100% |
| 62. Existing Point of Interconnection between Seller and Meter named Sun Speed #1 in Covington County, Mississippi. (Sun Speed #1 #1000085) | 100% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|---|---|
| 63. Existing Point of Interconnection between Seller and Hattiesburg-First Reserve in Covington County, Mississippi. (Hattiesburg-First Reserve Storage #1001686) | 100% |
| 64. Existing Point at M.P. 719.58 on Seller's Main Transmission Line (Seller Meter No. 3544), Centerville Dome Field, Jones County, Mississippi. (Centerville Dome Field #1001532) | 100% |
| 65. Existing Point of Interconnection between Seller and Meter Named Calhoun (Seller Meter No. 3404), in Jones County, Mississippi. (Calhoun) | 100% |
| 66. Existing Point at M.P. 727.78 on Seller's Main Transmission Line, Jones County, Mississippi. (Jones County - Gitano) | 100% |
| 67. Existing Point of Interconnection between Seller and a Meter named Koch Reedy Creek (Seller Meter No. 3333), Jones County, Mississippi. (Reedy Creek Koch #1000670) | 100% |
| 68. Existing Point of Interconnection between Seller and Meter named Sharon Field (Seller Meter No. 3000), in Jones County, Mississippi. (Sharon Field #1001327) | 100% |
| 69. Existing Point of Interconnection between Seller and Tennessee Gas Transmission Company at Heidelberg (Seller Meter No. 3109), Jasper County, Mississippi. (Heidelberg Tenn #1006120) | 100% |
| 70. Existing Point of Interconnection between Seller and Aim Pipeline at Clarke (Seller Meter No. 3254), Clarke County, Mississippi. (Clarke County Aim Pipeline #1006047) | 100% |
| 71. Existing Point of Interconnection between Seller and Meter named Clarke County-Koch at M.P. 757.29 in Clarke County, Mississippi. (Clarke County Koch) | 100% |
| 72. Existing Point of Interconnection between Seller's Mainline and Mobile Bay Lateral at M.P. 784.66 in Choctaw County, Alabama (Station 85-Mobile Bay Pool) | 100% |
| 73. Existing Point of Interconnection between Seller's Mainline and Mobile Bay Lateral at M.P. 784.66 in Choctaw County, Alabama (Station 85 #1000105) | 100% |
| 74. Existing Point of Interconnection between Seller and Magnolia Pipeline in Chilton County, Alabama. (Magnolia Pipeline Interconnect #1001808) | 100% |

Point(s) of Receipt

Buyer's Cumulative Mainline
Capacity Entitlement
(Percentage of TCQ each day)*

75. Existing Point of Interconnection between Seller and
Southern Natural Gas Company, (Seller Meter No. 4087)
at Jonesboro, Clayton County, Georgia.
(Jonesboro-SNG #1003176)

100%

Buyer shall not tender, without the prior consent of Seller, at any point(s) of receipt on any day a quantity in excess of the applicable Buyer's Cumulative Mainline Capacity Entitlement for such point(s) of receipt.

* These quantities do not include the additional quantities of gas retained by Seller for applicable compressor fuel and line loss make-up provided for in Article V, 2 of this Service Agreement, which are subject to change as provided for in Article V, 2 hereof. Therefore, Buyer shall also deliver or cause to be delivered at the receipt points such additional quantities of gas in kind to be retained by Seller for compressor fuel and line loss make-up.

** Receipt of gas by displacement only.

EXHIBIT B

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS AUTHORITY OF GEORGIA, AS BUYER, DATED Feb 16, 2006.

Point(s) of Delivery

Pressures

- | | |
|--|---|
| 1. Wedowee Meter Station, located at mile post 976.35 on Seller's main transmission line on the east side of State Highway No. 37, approximately 2 miles northwesterly from the City of Roanoke, Randolph County, Alabama. | Not less than fifty (50) pounds per square inch gauge. |
| 2. Seller's Eminence Storage Field, Covington County, Mississippi. | Prevailing pressure in Seller's pipeline system not to exceed maximum allowable operating pressure. |

EXHIBIT C

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN
TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS
AUTHORITY OF GEORGIA, AS BUYER, DATED Feb 16, 2006.

Specification of Negotiated Rate and Term

None

EXHIBIT D

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN
TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS
AUTHORITY OF GEORGIA, AS BUYER, DATED Feb 16, 2006.

| <u>Month</u> | <u>FT Entitlement (Dt/d)</u> |
|--------------|------------------------------|
| January | 560 |
| February | 508 |
| March | 301 |
| April | 301 |
| May | 229 |
| June | 229 |
| July | 224 |
| August | 224 |
| September | 225 |
| October | 229 |
| November | 301 |
| December | 508 |

AMENDMENT TO SERVICE AGREEMENT

THIS AMENDMENT ("Amendment") is entered into this 16 day of February, 2006, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as "Buyer," second party.

WITNESSETH

WHEREAS, Seller and Buyer are parties to a Service Agreement, dated January 1, 2006 (Seller's contract number 9035042), under Seller's Rate Schedule FT, pursuant to which Seller provides firm transportation service of up to a Transportation Contract Quantity as set forth in Exhibit D through Seller's pipeline system; and

WHEREAS, Seller and Buyer have mutually agreed to extend the primary term of the Service Agreement.

NOW THEREFORE, Seller and Buyer hereby agree to amend the Service Agreement as follows:

1. Article IV of the Service Agreement is hereby deleted in its entirety and replaced by the following:

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective as of January 1, 2006 and shall remain in force and effect until 9:00 a.m. Central Clock Time March 31, 2007 and thereafter until terminated by Seller or Buyer upon at least three (3) years written notice; 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 reasonable 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. As set forth in Section 8 of Article II of Seller's August 7, 1989 revised Stipulation and Agreement in Docket Nos. RP88-68 et.al., (a) pregranted abandonment under Section 284.221(d) of the Commission's Regulations shall not apply to any long term conversions from firm sales service to transportation service under Seller's Rate Schedule FT and (b) Seller shall not exercise its right to terminate this service agreement as it applies to transportation service resulting from conversions from firm sales service so long as Buyer is willing to pay rates no less favorable than Seller is otherwise able to collect from third parties for such service.

2. Except as herein amended, the Service Agreement shall remain in full force and effect pursuant to the terms thereof.

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

TRANSCONTINENTAL GAS PIPE LINE CORPORATION ("SELLER")

By Paul F. Egner III
Paul F. Egner III
Director - Marketing Services

*OK
2/16/06
SFB*

MUNICIPAL GAS AUTHORITY OF GEORGIA ("BUYER")

By Michael J. Frey
Name: Michael J. Frey
Title: VP, Gas Supply & Operations

Contract # 9035044

SERVICE AGREEMENT

between

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

and

MUNICIPAL GAS AUTHORITY OF GEORGIA

SERVICE AGREEMENT

THIS AGREEMENT entered into this 16th day of February, 2006, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as "Buyer," second party,

WITNESSETH

WHEREAS, Seller owns and operates an interstate gas pipeline system; and

WHEREAS, Seller and City of Winder, Georgia are parties to a Service Agreement, dated February 1, 1992 (Seller's contract number 1004843), under Seller's Rate Schedule FT, pursuant to which Seller provides firm transportation service of up to a Transportation Contract Quantity as set forth in Exhibit C through Seller's pipeline system; and

WHEREAS, pursuant to Section 42 of the General Terms and Conditions of Seller's FERC Gas Tariff, City of Winder, Georgia has permanently relinquished and released to Buyer the Transportation Contract Quantity as set forth in Exhibit C under that Service Agreement effective as of January 1, 2006; and

WHEREAS, Buyer has agreed to such permanent capacity release and is willing to assume all rights and obligations of City of Winder, Georgia for the Transportation Contract Quantity as set forth in Exhibit C pursuant to the terms and conditions of this agreement.

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 FT, 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 a firm basis, up to a Transportation Contract Quantity ("TCQ") as set forth in Exhibit D.

2. Transportation service rendered hereunder shall not be subject to curtailment or interruption except as provided in Section 11 and, if applicable, Section 42 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, the pressure of the gas delivered or caused to be delivered by Buyer shall not exceed the maximum operating pressure(s) of Seller's pipeline system at such point(s) of receipt. In the event the maximum operating pressure(s) 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(s) of the gas delivered or caused to be delivered by Buyer to Seller at the point(s) of receipt shall be

SERVICE AGREEMENT (Continued)

correspondingly increased or decreased upon written notification of Seller to Buyer. The point(s) of receipt for natural gas received for transportation pursuant to this agreement shall be:

See Exhibit A, attached hereto, for points of receipt.

ARTICLE III
POINT (S) OF DELIVERY

Seller shall redeliver to Buyer or for the account of Buyer the gas transported hereunder at the following point(s) of delivery and at a pressure(s) of:

See Exhibit B, attached hereto, for points of delivery and pressures.

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective as of January 1, 2006, and shall remain in force and effect until 9:00 a.m. Central Clock Time March 31, 2006 and thereafter until terminated by Seller or Buyer upon at least three (3) years written notice; 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 reasonable 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. As set forth in Section 8 of Article II of Seller's August 7, 1989 revised Stipulation and Agreement in Docket Nos. RP88-68 et.al., (a) pregranted abandonment under Section 284.221 (d) of the Commission's Regulations shall not apply to any long term conversions from firm sales service to transportation service under Seller's Rate Schedule FT and (b) Seller shall not exercise its right to terminate this service agreement as it applies to transportation service resulting from conversions from firm sales service so long as Buyer is willing to pay rates no less favorable than Seller is otherwise able to collect from third parties for such service.

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 FT 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 in 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 C 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, line loss make-up (and injection fuel under Seller's Rate Schedule GSS, if applicable) in providing the transportation service hereunder, which quantity may be changed from time to time and which will be specified in the currently effective Sheet No. 44 of Volume No. 1 of this Tariff which relates to service under this agreement and which is incorporated herein.

3. In addition to the applicable charges for firm transportation service pursuant to Section 3 of Seller's Rate Schedule FT, Buyer shall reimburse Seller for any and all filing fees incurred as a result of

SERVICE AGREEMENT (Continued)

Buyer's request for service under Seller's Rate Schedule FT, 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:
None.

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: Director – Marketing Services

(b) If to Buyer:
Municipal Gas Authority of Georgia
104 TownPark Drive
Kennesaw, Georgia 30144
Attn: Arthur C. Corbin

SERVICE AGREEMENT (Continued)

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 Paul F. Egner III
Paul F. Egner III
Director, Marketing Services

OK
LJC
PFS

MUNICIPAL GAS AUTHORITY OF GEORGIA
(Buyer)

By Michael J. Frey
Michael J. Frey
VP, Gas Supply & Operations

EXHIBIT A

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS AUTHORITY OF GEORGIA, AS BUYER, DATED Feb 16, 2006.

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|---|---|
| 1. Suction Side of Seller's Compressor Station 30 at the Existing Point of Interconnection between Seller's Central Texas Lateral and Seller's Mainline at Wharton County, Texas. (Station 30 #1000007) | 17% |
| 2. Existing Point of Interconnection between Seller and Valero Interstate Pipeline Company (Seller Meter No. 3396) at Wharton County, Texas. (Wharton Valero #1096690) | 17% |
| 3. Existing Point of Interconnection between Seller and Meter named Spanish Camp (Seller Meter No. 3365) Wharton County, Texas. (Spanish Camp-Delhi #1006895) | 17% |
| 4. Existing Point of Interconnection between Seller and Meter named Denton Cooley #1 (Seller Meter No. 3331), in Fort Bend County, Texas. (Denton Cooley #1) | 17% |
| 5. Existing Point of Interconnection between Seller and Meter named Randon East (Fulshear) (Seller Meter No. 1427), in Fort Bend County, Texas. (Randon East Fulshear) | 17% |
| 6. Existing Point of Interconnection between Seller and Houston Pipeline Company (Seller Meter No. 3364) at Fulshear, Fort Bend County, Texas. (Fulshear-HPL) | 17% |
| 7. Existing Point of Interconnection between Seller and Meter named White Oak Bayou-Kinder Morgan Tejas Pipeline (Seller Meter No. 3545), in Harris County, Texas. (White Oak Bayou-Tejas #1001036) | 17% |
| 8. Existing Point of Interconnection between Seller and Houston Pipeline Company (Seller Meter No. 4359) at Bammel, Harris County, Texas. (Bammel-HPL #1006014) | 17% |
| 9. Existing Point of Interconnection between Seller and Delhi Pipeline Company (Seller Meter No. 3346) at Hardin County, Texas. (Hardin-Delhi #1006696) | 17% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 10. Existing Point of Interconnection between Seller and Meter named Vidor Field Junction (Seller Meter No. 3554), in Jasper County, Texas. (Vidor Ames #1002337) | 17% |
| 11. Existing Point of Interconnection between Seller and Meter named Starks McConathy (Seller Meter No. 3535), in Calcasieu Parish, Louisiana.(Starks McConathy #1007346) | 17% |
| 12. Existing Point of Interconnection between Seller and Meter named DeQuincy Intercon (Seller Meter No. 2698), in Calcasieu Parish, Louisiana. (DeQuincy Intercon) | 17% |
| 13. Existing Point of Interconnection between Seller and Meter named DeQuincy Great Scott (Seller Meter No. 3357), in Calcasieu Parish, Louisiana. (DeQuincy Great Scott) | 17% |
| 14. Existing Point of Interconnection between Seller and Meter named Perkins-Phillips (Seller Meter No. 3532), in Calcasieu Parish, Louisiana. (Perkins-Phillips) | 17% |
| 15. Existing Point of Interconnection between Seller and Meter named Perkins (Intercon) (Seller Meter No. 3395), in Calcasieu Parish, Louisiana. (Perkins Intercon) | 17% |
| 16. Existing Point of Interconnection between Seller and Meter named Perkins East (Seller Meter No. 2369), in Beauregard Parish, Louisiana. (Perkins East) | 17% |
| 17. Discharge Side of Seller's Compressor Station 45 at the Existing Point of Interconnection between Seller's Southwest Louisiana Lateral and Seller's Mainline Beauregard Parish, Louisiana. (Station 45 #1000026) | 42% |
| 18 Existing Point of Interconnection between Seller and Texas Eastern Transmission Corporation (Seller Meter No. 4198) at Ragley, Beauregard Parish, Louisiana. (Ragley-TET #1006217) | 42% |
| 19. Existing Point of Interconnection between Seller and Trunkline Gas Company (Seller Meter No. 4215) at Ragley, Beauregard Parish, Louisiana. (Ragley-Trunkline #1006218) | 42% |
| 20. Existing Point of Interconnection between Seller and Tennessee Gas Transmission Company (Seller Meter No. 3371) at Kinder, Allen Parish, Louisiana. (Kinder Tenn #1006149)** | 42% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 21. Existing Point of Interconnection between Seller and Texas Gas Transmission Corporation (Seller Meter Nos. 3227, 4314, 4457) at Eunice, Evangeline Parish, Louisiana. (Eunice Mamou Tx Gas #1006923) | 42% |
| 22. Suction Side of Seller's Compressor Station 50 at the Existing Point of Interconnection between Seller's Central Louisiana Lateral and Seller's Mainline Evangeline Parish, Louisiana. (Station 50 #1000040) | 61% |
| 23. Existing Point of Interconnection between Seller and Columbia Gulf Transmission Corporation (Seller Meter No. 3142) at Eunice, Evangeline Parish, Louisiana. (Eunice Evangeline Col. Gulf #1006414) | 61% |
| 24. Discharge Side of Seller's Compressor Station 54 at Seller's Washington Storage Field, St. Landry Parish, Louisiana (Station 54 #1002687) | 61% |
| 25. Existing Point of Interconnection between Seller and Acadian Pipeline (Seller Meter No. 3506) in Pointe Coupee Parish, Louisiana. (Morganza-Acadian Pipeline #1003413) | 61% |
| 26. Existing Point of Interconnection (Seller Meter No. 3272) at M.P. 566.92, Morganza Field, Point Coupee Parish, Louisiana. (Morganza Field) | 61% |
| 27. Existing Point of Interconnection between Seller and Meter named West Feliciana Parish-Creole (Seller Meter No. 4464), in West Feliciana Parish, Louisiana. (West Feliciana Parish-Creole #1007165) | 61% |
| 28. Existing Point of Interconnection between Seller and Mid-Louisiana Gas Company (Seller Meter Nos. 4137, 4184, 3229) at Ethel, East Feliciana Parish, Louisiana. (Ethel-Mid LA #1006083) | 61% |
| 29. Existing Point of Interconnection between Seller and Meter named Liverpool Northwest (Seller Meter No. 3390), in St. Helena Parish, Louisiana. (Liverpool Northwest) | 61% |
| 30. Suction Side of Seller's Compressor Station 62 on Seller's Southeast Louisiana Lateral in Terrebonne Parish, Louisiana. (Station 62 #1000762) | 39% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCO each day)*</u> |
|--|---|
| 31. Existing Point of Interconnection between Seller and Meter named Texas Gas-Thibodeaux (Seller Meter No. 3533), in Lafourche Parish, Louisiana. (TXGT-Thibodeaux #1007206) | 39% |
| 32. Existing Point of Interconnection between Seller and Meter named Romeville-Cypress Gas Pipeline (Seller Meter No. 4410) in St. James Parish, Louisiana. (Romeville-Cypress Gas Pipeline #1000580) | 39% |
| 33. Existing Point of Interconnection between Seller and Meter named St. James CCIPC (Seller Meter No. 4462) in St James Parish, Louisiana. (St. James CCPIC #1007164)** | 39% |
| 34. Existing Point of Interconnection between Seller and Meter named St. James Faustina (St. Amelia) (Seller Meter No. 3328), in St. James Parish, Louisiana. (St. James Faustina (St. Amelia) #1006268)** | 39% |
| 35. Existing Point of Interconnection between Seller and Meter named St James Acadian (Seller Meter No. 4366), in St. James Parish, Louisiana. (St. James Acadian #1006677)** | 39% |
| 36. Existing Point of Interconnection between Seller and Meter named Livingston-Flare (Seller Meter No. 3450), in Livingston Parish, Louisiana. (Livingston-Flare) | 39% |
| 37. Existing Point of Interconnection between Seller and Florida Gas Transmission Company (Seller Meter No. 3217) at St. Helena, St. Helena Parish, Louisiana. (St. Helena FGT #1006267) | 39% |
| 38. Existing Point of Interconnection between Seller and Meter named Beaver Dam Creek (Seller Meter No. 3536), in St. Helena Parish, Louisiana. (Beaver Dam Creek #1008218) | 39% |
| 39. Suction Side of Seller's Compressor Station 65 at the Existing Point of Interconnection between Seller's Southeast Louisiana Lateral and Seller's Mainline St. Helena Parish, Louisiana. (Station 65 #1000065) | 100% |
| 40. Existing Point of Interconnection between Seller and Meter named Amite County – J.P. (Seller Meter No. 3332), in Amite County, Mississippi. (Amite County – J.P. #9000163) | 100% |
| 41. Existing Point of Interconnection between Seller and Meter named McComb (Seller Meter No. 3461), in Pike County, Mississippi. (McComb #1002726) | 100% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCO each day)*</u> |
|--|---|
| 42. Existing Point of Interconnection between Seller and Koch Gas Pipe Line Company at Holmesville (Seller Meter No. 3150), Pike County, Mississippi. (Holmesville-Koch #1003170) | 100% |
| 43. Discharge Side of Seller's Compressor Station 70 at M.P. 661.77 in Walthall County, Mississippi. (M.P. 661.7-Station 70 Discharge) | 100% |
| 44. Existing Point of Interconnection between Seller and Koch Gas Pipeline Company at Walthall (Seller Meter No. 3095) in Walthall County, Mississippi. (Walthall-Koch) | 100% |
| 45. Existing Point of Interconnection between Seller and Meter named Darbun-Pruett 34-10 (Seller Meter No. 3446) at M.P. 668.46 on Seller's Main Transmission Line, Darbun Field, Walthall County, Mississippi. (Darbun Pruett #1006750) | 100% |
| 46. Existing Point of Interconnection between Seller and Meter named Ivy Newsome (Seller Meter No. 3413) in Marion County, Mississippi. (Ivy Newsome) | 100% |
| 47. Existing Point of Interconnection between Seller and West Oakvale Field at M.P. 680.47-Marion County, Mississippi. (M.P. 680.47-West Oakvale Field) | 100% |
| 48. Existing Point of Interconnection between Seller and East Morgantown Field at M.P. 680.47 in Marion County, Mississippi. (M.P. 680.47-E. Morgantown Field) | 100% |
| 49. Existing Point of Interconnection between Seller and Greens Creek Field, at M.P. 681.84 Marion County, Mississippi. (M.P. 681.84 Greens Creek Field) | 100% |
| 50. Existing Point of Interconnection between Seller and Meter named M.P. 685.00-Oakville Unit 6-6 in Jefferson Davis County, Mississippi. (M.P. 685.00-Oakville Unit 6-6) | 100% |
| 51. Existing Point of Interconnection between Seller and Meter named M.P. 687.23-Oakvale Field in Marion County, Mississippi. (M.P. 687.23-Oakvale Field) | 100% |
| 52. Existing Point of Interconnection between Seller and Bassfield at named M.P. 696.40 in Marion County, Mississippi. (M.P. 696.40 Bassfield) | 100% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|--|---|
| 53. Existing Point of Interconnection between Seller and Meter named Lithium/Holiday Creek-Frm (Seller Meter No. 3418), in Jefferson Davis County, Mississippi. (Lithium/Holiday Creek-Frm) | 100% |
| 54. Existing Point of Interconnection between Seller and S. W. Sumrall Field and Holiday Creek at M.P. 692.05-Holiday Creek in Jefferson Davis, Mississippi. (M.P. 692.05-Holiday Creek) | 100% |
| 55. Existing Point of Interconnection between Seller and ANR Pipe Line Company at Holiday Creek (Seller Meter No. 3241), Jefferson Davis County, Mississippi. (Holiday Creek-ANR #1007159) | 100% |
| 56. Existing Point of Interconnection between Seller and Aim Pipeline at Jeff Davis (Seller Meter No. 3252), Jefferson Davis County, Mississippi. (Jefferson Davis County-Aim Pipeline TP#1006579) | 100% |
| 57. Existing Point of Interconnection between Seller and Meter named Jefferson Davis-Frm (Seller Meter No. 4420), in Jefferson Davis County, Mississippi. (Jefferson Davis-Frm) | 100% |
| 58. Existing Point of Interconnection between Seller and Carson Dome Field M.P. 696.41, in Jefferson Davis County, Mississippi. (M.P. 696.41-Carson Dome Field) | 100% |
| 59. Existing Point of Interconnection between Seller and Meter Station named Bassfield-ANR Company at M.P. 703.17 on Seller's Main Transmission Line (Seller Meter No. 3238), Covington County, Mississippi. (Bassfield-ANR) | 100% |
| 60. Existing Point of Interconnection between Seller and Meter named Patti Bihm #1 (Seller Meter No. 3468), in Covington County, Mississippi. (Patty Bihm #1) | 100% |
| 61. Discharge Side of Seller's Compressor at Seller's Eminence Storage Field (Seller Meter No. 4166 and 3160) in Covington County, Mississippi. (Eminence Storage #1002689) | 100% |
| 62. Existing Point of Interconnection between Seller and Meter named Sun Speed #1 in Covington County, Mississippi. (Sun Speed #1 #1000085) | 100% |

| <u>Point(s) of Receipt</u> | <u>Buyer's Cumulative Mainline Capacity Entitlement (Percentage of TCQ each day)*</u> |
|---|---|
| 63. Existing Point of Interconnection between Seller and Hattiesburg-First Reserve in Covington County, Mississippi. (Hattiesburg-First Reserve Storage #1001686) | 100% |
| 64. Existing Point at M.P. 719.58 on Seller's Main Transmission Line (Seller Meter No. 3544), Centerville Dome Field, Jones County, Mississippi. (Centerville Dome Field #1001532) | 100% |
| 65. Existing Point of Interconnection between Seller and Meter Named Calhoun (Seller Meter No. 3404), in Jones County, Mississippi. (Calhoun) | 100% |
| 66. Existing Point at M.P. 727.78 on Seller's Main Transmission Line, Jones County, Mississippi. (Jones County - Gitano) | 100% |
| 67. Existing Point of Interconnection between Seller and a Meter named Koch Reedy Creek (Seller Meter No. 3333), Jones County, Mississippi. (Reedy Creek Koch #1000670) | 100% |
| 68. Existing Point of Interconnection between Seller and Meter named Sharon Field (Seller Meter No. 3000), in Jones County, Mississippi. (Sharon Field #1001327) | 100% |
| 69. Existing Point of Interconnection between Seller and Tennessee Gas Transmission Company at Heidelberg (Seller Meter No. 3109), Jasper County, Mississippi. (Heidelberg Tenn #1006120) | 100% |
| 70. Existing Point of Interconnection between Seller and Aim Pipeline at Clarke (Seller Meter No. 3254), Clarke County, Mississippi. (Clarke County Aim Pipeline #1006047) | 100% |
| 71. Existing Point of Interconnection between Seller and Meter named Clarke County-Koch at M.P. 757.29 in Clarke County, Mississippi. (Clarke County Koch) | 100% |
| 72. Existing Point of Interconnection between Seller's Mainline and Mobile Bay Lateral at M.P. 784.66 in Choctaw County, Alabama (Station 85-Mobile Bay Pool) | 100% |
| 73. Existing Point of Interconnection between Seller's Mainline and Mobile Bay Lateral at M.P. 784.66 in Choctaw County, Alabama (Station 85 #1000105) | 100% |
| 74. Existing Point of Interconnection between Seller and Magnolia Pipeline in Chilton County, Alabama. (Magnolia Pipeline Interconnect #1001808) | 100% |

Point(s) of Receipt

Buyer's Cumulative Mainline
Capacity Entitlement
(Percentage of TCQ each day)*

75. Existing Point of Interconnection between Seller and
Southern Natural Gas Company, (Seller Meter No. 4087)
at Jonesboro, Clayton County, Georgia.
(Jonesboro-SNG #1003176)

100%

Buyer shall not tender, without the prior consent of Seller, at any point(s) of receipt on any day a quantity in excess of the applicable Buyer's Cumulative Mainline Capacity Entitlement for such point(s) of receipt.

* These quantities do not include the additional quantities of gas retained by Seller for applicable compressor fuel and line loss make-up provided for in Article V, 2 of this Service Agreement, which are subject to change as provided for in Article V, 2 hereof. Therefore, Buyer shall also deliver or cause to be delivered at the receipt points such additional quantities of gas in kind to be retained by Seller for compressor fuel and line loss make-up.

** Receipt of gas by displacement only.

EXHIBIT B

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS AUTHORITY OF GEORGIA, AS BUYER, DATED Feb 16, 2006.

Point(s) of Delivery

Pressures

- | | |
|---|---|
| 1. Winder Meter Station, located at mile post 1092.52 on Seller's main transmission line approximately one (1) mile west of Georgia State Highway No. 53 in Oconee County, Georgia, and approximately nine (9) miles east of Monroe, Georgia. | Not less than fifty (50) pounds per square inch gauge. |
| 2. Seller's Eminence Storage Field, Covington County, Mississippi. | Prevailing pressure in Seller's pipeline system not to exceed maximum allowable operating pressure. |

EXHIBIT C

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN
TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS
AUTHORITY OF GEORGIA, AS BUYER, DATED Feb / 6, 2006.

Specification of Negotiated Rate and Term

None

EXHIBIT D

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS AUTHORITY OF GEORGIA, AS BUYER, DATED Feb. 16, 2006.

| <u>Month</u> | <u>FT Entitlement (Dt/d)</u> |
|--------------|------------------------------|
| January | 5,175 |
| February | 5,175 |
| March | 5,175 |
| April | 5,175 |
| May | 4,807 |
| June | 4,103 |
| July | 4,103 |
| August | 4,103 |
| September | 4,620 |
| October | 5,175 |
| November | 5,175 |
| December | 5,175 |

AMENDMENT TO SERVICE AGREEMENT

THIS AMENDMENT ("Amendment") is entered into this 16 day of February, 2006, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as "Buyer," second party.

WITNESSETH

WHEREAS, Seller and Buyer are parties to a Service Agreement, dated January 1, 2006 (Seller's contract number 9035044), under Seller's Rate Schedule FT, pursuant to which Seller provides firm transportation service of up to a Transportation Contract Quantity as set forth in Exhibit D through Seller's pipeline system; and

WHEREAS, Seller and Buyer have mutually agreed to extend the primary term of the Service Agreement.

NOW THEREFORE, Seller and Buyer hereby agree to amend the Service Agreement as follows:

1. Article IV of the Service Agreement is hereby deleted in its entirety and replaced by the following:

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective as of January 1, 2006 and shall remain in force and effect until 9:00 a.m. Central Clock Time March 31, 2007 and thereafter until terminated by Seller or Buyer upon at least three (3) years written notice; 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 reasonable 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. As set forth in Section 8 of Article II of Seller's August 7, 1989 revised Stipulation and Agreement in Docket Nos. RP88-68 et.al., (a) pregranted abandonment under Section 284.221(d) of the Commission's Regulations shall not apply to any long term conversions from firm sales service to transportation service under Seller's Rate Schedule FT and (b) Seller shall not exercise its right to terminate this service agreement as it applies to transportation service resulting from conversions from firm sales service so long as Buyer is willing to pay rates no less favorable than Seller is otherwise able to collect from third parties for such service.

2. Except as herein amended, the Service Agreement shall remain in full force and effect pursuant to the terms thereof.

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

TRANSCONTINENTAL GAS PIPE LINE
CORPORATION ("SELLER")

By Paul F. Egner III
Paul F. Egner III
Director - Marketing Services

Out
JAC
JIB

MUNICIPAL GAS AUTHORITY OF GEORGIA
("BUYER")

By Michael J. Frey
Name: Michael J. Frey
Title VP, Gas Supply & Operations

Appendix B

NON-CONFORMING SERVICE AGREEMENTS

| Name of Shipper/Agreement No. ----- | Rate Schedule ----- | Agreement Date ----- | Date Effective ----- |
|--|---------------------------|----------------------------|----------------------------|
| South Jersey Gas Company (Contract No. 9032686) | FT | 06/27/05 | 11/01/05 |
| Municipal Gas Authority of Georgia (Contract No. 9035023) | FT | 02/16/06 | 01/01/06 |
| Municipal Gas Authority of Georgia (Contract No. 9035024) | FT | 02/16/06 | 01/01/06 |
| Municipal Gas Authority of Georgia (Contract No. 9035025) | FT | 02/16/06 | 01/01/06 |
| Municipal Gas Authority of Georgia (Contract No. 9035026) | FT | 02/16/06 | 01/01/06 |
| Municipal Gas Authority of Georgia (Contract No. 9035027) | FT | 02/16/06 | 01/01/06 |
| Municipal Gas Authority of Georgia (Contract No. 9035028) | FT | 02/16/06 | 01/01/06 |
| Municipal Gas Authority of Georgia (Contract No. 9035029) | FT | 02/16/06 | 01/01/06 |
| Municipal Gas Authority of Georgia (Contract No. 9035030) | FT | 02/16/06 | 01/01/06 |
| Municipal Gas Authority of Georgia (Contract No. 9035031) | FT | 02/16/06 | 01/01/06 |
| Municipal Gas Authority of Georgia (Contract No. 9035032) | FT | 02/16/06 | 01/01/06 |
| Municipal Gas Authority of Georgia (Contract No. 9035033) | FT | 02/16/06 | 01/01/06 |
| Municipal Gas Authority of Georgia (Contract No. 9035034) | FT | 02/16/06 | 01/01/06 |
| Municipal Gas Authority of Georgia (Contract No. 9035035) | FT | 02/16/06 | 01/01/06 |
| Municipal Gas Authority of Georgia (Contract No. 9035036) | FT | 02/16/06 | 01/01/06 |
| Municipal Gas Authority of Georgia (Contract No. 9035038) | FT | 02/16/06 | 01/01/06 |
| Municipal Gas Authority of Georgia (Contract No. 9035039) | FT | 02/16/06 | 01/01/06 |

Issued by: Frank J. Ferazzi, Vice President
 Issued on: March 1, 2006

Effective on: January 1, 2006

NON-CONFORMING SERVICE AGREEMENTS

| Name of Shipper/Agreement No. ----- | Rate Schedule ----- | Agreement Date ----- | Date Effective ----- |
|--|---------------------------|----------------------------|----------------------------|
| Municipal Gas Authority of Georgia (Contract No. 9035040) | FT | 02/16/06 | 01/01/06 |
| Municipal Gas Authority of Georgia (Contract No. 9035041) | FT | 02/16/06 | 01/01/06 |
| Municipal Gas Authority of Georgia (Contract No. 9035042) | FT | 02/16/06 | 01/01/06 |
| Municipal Gas Authority of Georgia (Contract No. 9035044) | FT | 02/16/06 | 01/01/06 |

NON-CONFORMING SERVICE AGREEMENTS

| Name of Shipper/Agreement No. ----- | Rate Schedule ----- | Agreement Date ----- | Date Effective ----- |
|--|---------------------------|----------------------------|----------------------------|
| South Jersey Gas Company (Contract No. 9032686) | FT | 06/27/05 | 11/01/05 |
| <u>Municipal Gas Authority of Georgia</u> <u>(Contract No. 9035023)</u> | FT | 02/16/06 | 01/01/06 |
| <u>Municipal Gas Authority of Georgia</u> <u>(Contract No. 9035024)</u> | FT | 02/16/06 | 01/01/06 |
| <u>Municipal Gas Authority of Georgia</u> <u>(Contract No. 9035025)</u> | FT | 02/16/06 | 01/01/06 |
| <u>Municipal Gas Authority of Georgia</u> <u>(Contract No. 9035026)</u> | FT | 02/16/06 | 01/01/06 |
| <u>Municipal Gas Authority of Georgia</u> <u>(Contract No. 9035027)</u> | FT | 02/16/06 | 01/01/06 |
| <u>Municipal Gas Authority of Georgia</u> <u>(Contract No. 9035028)</u> | FT | 02/16/06 | 01/01/06 |
| <u>Municipal Gas Authority of Georgia</u> <u>(Contract No. 9035029)</u> | FT | 02/16/06 | 01/01/06 |
| <u>Municipal Gas Authority of Georgia</u> <u>(Contract No. 9035030)</u> | FT | 02/16/06 | 01/01/06 |
| <u>Municipal Gas Authority of Georgia</u> <u>(Contract No. 9035031)</u> | FT | 02/16/06 | 01/01/06 |
| <u>Municipal Gas Authority of Georgia</u> <u>(Contract No. 9035032)</u> | FT | 02/16/06 | 01/01/06 |
| <u>Municipal Gas Authority of Georgia</u> <u>(Contract No. 9035033)</u> | FT | 02/16/06 | 01/01/06 |
| <u>Municipal Gas Authority of Georgia</u> <u>(Contract No. 9035034)</u> | FT | 02/16/06 | 01/01/06 |
| <u>Municipal Gas Authority of Georgia</u> <u>(Contract No. 9035035)</u> | FT | 02/16/06 | 01/01/06 |
| <u>Municipal Gas Authority of Georgia</u> <u>(Contract No. 9035036)</u> | FT | 02/16/06 | 01/01/06 |
| <u>Municipal Gas Authority of Georgia</u> <u>(Contract No. 9035038)</u> | FT | 02/16/06 | 01/01/06 |
| <u>Municipal Gas Authority of Georgia</u> <u>(Contract No. 9035039)</u> | FT | 02/16/06 | 01/01/06 |

NON-CONFORMING SERVICE AGREEMENTS

| <u>Name of Shipper/Agreement No.</u> | <u>Rate Schedule</u> | <u>Agreement Date</u> | <u>Date Effective</u> |
|--|--------------------------|---------------------------|---------------------------|
| <u>Municipal Gas Authority of Georgia (Contract No. 9035040)</u> | <u>FT</u> | <u>02/16/06</u> | <u>01/01/06</u> |
| <u>Municipal Gas Authority of Georgia (Contract No. 9035041)</u> | <u>FT</u> | <u>02/16/06</u> | <u>01/01/06</u> |
| <u>Municipal Gas Authority of Georgia (Contract No. 9035042)</u> | <u>FT</u> | <u>02/16/06</u> | <u>01/01/06</u> |
| <u>Municipal Gas Authority of Georgia (Contract No. 9035044)</u> | <u>FT</u> | <u>02/16/06</u> | <u>01/01/06</u> |

Transcontinental Gas Pipe Line Corporation
Cities' Permanent Releases to MGAG

| Releasing Shipper | Releasing Contract |
|---|-------------------------------|
| City of Bowman, Georgia | 1004785 |
| City of Butler, Alabama | 1005686 |
| City of Commerce, Georgia | 1004829 |
| City of Covington, Georgia | 1004830 |
| East Central Alabama Gas District | 1003008 |
| City of Elberton, Georgia | 1004831 |
| City of Hartwell, Georgia | 1004832 |
| City of Lawrenceville, Georgia | 1004833 |
| City of Madison, Georgia | 1004834 |
| Maplesville Water and Gas Board | 1004835 |
| City of Monroe, Georgia | 1004836 |
| City of Roanoke, Alabama | 1005690 |
| Town of Rockford, Alabama | 1005691 |
| City of Royston, Georgia | 1004838 |
| City of Sugar Hill, Georgia | 1004840 |
| City of Toccoa, Georgia | 1004841 |
| Tri-County Natural Gas Company | 1004842 |
| City of Wadley, Alabama | 1005693 |
| The Water, Sewer, and Gas Board of the Town of Wedowee | 1004837 |
| City of Winder, Georgia | 1004843 |