

**UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION**

In the Matter of)	
)	
Florida Gas Transmission Company)	
)	
Transcontinental Gas Pipe Line Corporation)	Docket No. CP06-

**ABBREVIATED JOINT APPLICATION
FOR ORDER PERMITTING AND APPROVING
ABANDONMENT OF SERVICE**

Communications with respect to this application should be addressed to:

* Stephen T. Veatch Senior Director, Certificates & Tariffs Florida Gas Transmission Company Post Office Box 4967 Houston, Texas 77210-4967 (713) 989-2024	* Scott C. Turkington Director, Rates and Regulatory Transcontinental Gas Pipe Line Corporation Post Office Box 1396 Houston, Texas 77251-1396 (713) 215-3391
* Frazier King Senior Counsel Florida Gas Transmission Co. Post Office Box 4967 Houston, Texas 77210-4967 (713) 989-2132	* Julie P. Baumgarten Senior Attorney Transcontinental Gas Pipe Line Corp. Post Office Box 1396 Houston, Texas 77251 (713) 215-2344

A copy should also be sent to:

Michael T. Langston Senior Vice President, Government & Regulatory Affairs Florida Gas Transmission Co. Post Office Box 4967 Houston, Texas 77210-4967 (713) 989-7610	Marshia Younglund Manager, Regulatory Affairs The Williams Companies, Inc. 1627 Eye Street, N.W., Ste 900 Washington, DC 20005-3082 (202) 833-8994
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Filed: March 9, 2006

* Designated to receive service in accordance with Rule 2010 of the Commissions Rules of Practice & Procedures.

**UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION**

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Florida Gas Transmission Company)	
)	Docket No. CP06-
Transcontinental Gas Pipe Line)	
Corporation)	

**ABBREVIATED JOINT APPLICATION
FOR ORDER PERMITTING AND APPROVING
ABANDONMENT OF SERVICE**

Florida Gas Transmission Company (“Florida Gas”) and Transcontinental Gas Pipe Line Corporation (“Transco”), hereinafter jointly referred to as the “Applicants,” hereby make application, in abbreviated form, to the Federal Energy Regulatory Commission (“Commission”) pursuant to Section 7(b) of the Natural Gas Act (“NGA”), 15 U.S.C.A. § 717(b) as amended, and Part 157 of the Commission’s regulations, 18 C.F.R. Part 157 for permission and approval to abandon certain transportation and exchange agreements hereinafter described (collectively, the “Service Agreements”). In support thereof, and in accordance with the Commission’s regulations, the Applicants state the following:

**I.
APPLICANT INFORMATION**

Correspondence and communications concerning this application should be directed to the following:

Stephen T. Veatch, Senior Director
Certificates & Tariffs
Florida Gas Transmission Company
Post Office Box 4967
Houston, Texas 77210-4967
(713) 989-2024
Email: Stephen.Veatch@panhandleenergy.com

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& Regulatory Affairs
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(713) 989-7610
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Marshia Younglund, Manager,
Regulatory Affairs
The Williams Companies, Inc.
1627 Eye Street, N.W., S
Washington, DC 20005-3082
(202) 833-8994
Email: marshia.younglund@williams.com

The exact legal name of Florida Gas is Florida Gas Transmission Company. Florida Gas is a corporation organized under the laws of the State of Delaware, having its principal place of business in Houston, Texas. Florida Gas is a wholly-owned subsidiary of Citrus Corp., the stock of which is owned 50 percent by CrossCountry Citrus, LLC and 50 percent by El Paso Citrus Holdings, Inc. El Paso Citrus Holdings, Inc. is owned by Southern Natural Gas Company, a subsidiary of El Paso Corporation. CrossCountry Citrus, LLC is owned by CrossCountry Energy, LLC, which is indirectly owned 50 percent by Southern Union Company, approximately 30 percent by General Electric Company, and approximately 20 percent by minority investors.

The exact legal name of Transco is Transcontinental Gas Pipe Line Corporation, a corporation organized and existing under the laws of the state of Delaware, having its principal place of business in Houston, Texas.

II.
DESCRIPTION OF EXISTING OPERATIONS

Florida Gas is a natural gas company within the meaning of the NGA, engaged in, among other things, the transportation of natural gas in interstate commerce and the delivery of natural gas for ultimate public consumption for domestic, commercial and industrial uses. Florida Gas receives natural gas from suppliers in the Gulf Coast areas of Texas, Louisiana, Mississippi, Alabama, Florida, and the Offshore Federal Domain, and by means of its transmission system transports and delivers such gas along its transmission line either for consumption or for further transportation.¹

Transco is a natural gas company engaged in the transportation and sale of natural gas in interstate commerce by means of its natural gas transmission system extending from its sources of natural gas supply in Texas, Louisiana, Mississippi and the offshore Gulf of Mexico area, through the states of Alabama, Georgia, South Carolina, North Carolina, Virginia, Maryland, Pennsylvania and New Jersey, to its termini in the New York City metropolitan area.

¹ FGT's pipeline system was authorized initially in Docket Nos. G-9262, *et al.* For a more detailed description of FGT's operations, reference is made to the applications for certificates, as amended, filed in the names of Houston Texas Gas and Oil Corporation and Coastal Transmission Corporation ("Coastal"), respectively, in Docket Nos. G-9262 and G-9960; to the application in Docket No. CP62-232, wherein authorization was granted for the merger of Coastal with and into FGT; and to the applications as supplemented in Docket Nos. CP65-165, CP65-393, CP68-179, CP74-192, CP86-704, CP89-555, CP91-65, CP92-182, CP99-94, CP00-04, CP00-40, CP02-27, CP05-64 and the pending applications made in CP06-1 and CP06-9.

III.
DESCRIPTION OF PROPOSED ABANDONMENT

Transco and Florida Gas are parties to certain transportation and exchange Service Agreements which are no longer required. Transco and Florida Gas hereby request the necessary authority to abandon the case-specific certificates of public convenience and necessity under which such transportation and exchange services were rendered (listed in Exhibit T attached hereto). The following is a description of the Service Agreements.

Exchange: Transco Rate Schedule X-35 / Florida Gas Rate Schedule E-1

On August 2, 1971, in Docket No. CP71-158, (46 F.P.C. 280 (1971)),² the Commission authorized the exchange of natural gas between Transco and Florida Gas by mutual dispatching arrangements. The Exchange Agreement between the parties dated October 26, 1970 provides that when either pipeline system was confronted with a situation which could be alleviated by deliveries of natural gas from the other, the other pipeline would, upon request, make such deliveries to the extent they could be made without impairment of the pipeline's obligations to others. The deliveries, and subsequent in-kind repayments thereof, would be made at then existing points of interconnection between the two companies: (1) in St. Helena Parish, Louisiana; (2) in Vermilion Parish, Louisiana; (3) at natural gas processing plants and other common points where both companies may take delivery of gas from others; and (4) at additional points of interconnection as would be established in the future. The Exchange Agreement remains in effect from the date the Commission granted the certificate (August 2, 1971) until cancelled by either party on 30 days' written notice to the other.

² This order was amended on March 13, 1975 in Docket No. CP71-158 (53 F.P.C. 809 (1975)).

Exchange: Transco Rate Schedule X-78 / Florida Gas Rate Schedule E-10

On February 12, 1975, in Docket No. CP75-188, the Commission authorized the exchange of natural gas between Transco and Florida Gas (53 F.P.C. 459 (1975)). Pursuant to the Exchange Agreement dated November 19, 1974, Transco would deliver to Florida Gas' existing facilities in San Patricio County, Texas, up to 10,000 Mcf per day of a supply of natural gas. Florida Gas would contemporaneously deliver equivalent volumes of gas to Transco at any mutually agreeable authorized exchange point between the two companies (Sun-Starr Plant in Starr County, Texas; Canales in Jim Wells County, Texas; Vermilion in Vermilion Parish, Louisiana; and St. Helena in St. Helena Parish, Louisiana). The gas would be exchanged on an Mcf-for-Mcf basis, and any imbalances created in a production month would be balanced during the next calendar month. The Exchange Agreement terminated under its own terms at the end of a twenty-year term on November 19, 1994.

Exchange: Transco Rate Schedule X-128 / Florida Gas Rate Schedule E-13

On July 26, 1977, in Docket No. CP77-367 (59 F.P.C. 1129 (1977)), the Commission authorized the exchange of natural gas between Transco and Florida Gas in order to assist Florida Gas in receiving gas it purchased from certain producers and certain wells located in the Calhoun Field, Jones County, Mississippi. Pursuant to the Exchange Agreement dated April 11, 1977, Florida Gas would make deliveries of up to 3,000 MMBtu of natural gas per day to Transco at an existing point of delivery in Jones County, Mississippi. Transco would redeliver equivalent quantities to Florida Gas at any mutually agreeable existing interconnection between the pipeline systems in the gas supply area (Sun Star Plant in Starr County, Texas; Canales in Jim Wells County, Texas; Vermilion in Vermilion Parish,

Louisiana; and St. Helena in St. Helena Parish, Louisiana). Any required balancing would be completed within 30 days. The Exchange Agreement provides for a primary term of three years and continues thereafter until terminated by 30 days' prior written notice by either party to the other.

Transportation: Transco Rate Schedule X-152

On November 16, 1977, the Commission authorized the transportation of natural gas by Transco on behalf of Florida Gas in Docket No. CP77-527 (1 FERC ¶61,142 (1977)).³ Pursuant to the Service Agreement dated July 11, 1977, Transco would receive and transport, on a best efforts basis, up to 20,000 dekatherms per day of natural gas Florida Gas purchased from certain producers and certain wells located in Jefferson Davis and Marion Counties, Mississippi. Such gas would be delivered to Transco via taps located near the production wells. Transco would redeliver equivalent quantities at any mutually agreeable existing interconnection between the two pipeline systems in the supply area, or, at any other interchange point mutually agreeable to the parties. The Service Agreement provides for a primary term of five years and continues thereafter until terminated by either party upon giving 180 days prior written notice to the other party.

Transportation: Transco Rate Schedule X-157

On June 18, 1981, the Commission authorized the transportation of natural gas by Transco on behalf of Florida Gas in Docket No. CP77-402 (15 FERC ¶61,283 (1981)).⁴ Pursuant to the Service Agreement dated March 18, 1977, as amended August 30, 1978, Florida Gas had available a source of gas supply in Vermilion Area Block 22, offshore

³ This order was amended on July 19, 1978 in Docket No. CP77-527 (4 FERC ¶ 61,062 (1978)).

⁴ This order was amended on August 22, 1983 in Docket No. CP77-402-004 (24 FERC ¶ 62,212 (1983)).

Louisiana, and Transco would receive and transport up to 40,000 Mcf per day of natural gas for Florida Gas at the point of connection of the Block 22 Pipeline with Transco's Central Louisiana Gathering System in the Pecan Island area, Vermilion Parish, Louisiana. Transco would deliver equivalent quantities to Florida Gas at the existing point of interconnection between Transco's Central Louisiana Gathering System and the East White Lake Lateral in Vermillion Parish, Louisiana or at any other mutually agreeable point. The Service Agreement provides for a primary term of eight years and continues thereafter until terminated by either party upon giving not less than one year prior written notice to the other party.

Transportation: Transco Rate Schedule X-197

On April 4, 1979, the Commission authorized the transportation of natural gas by Transco on behalf of Florida Gas in Docket No. CP79-149 (7 FERC ¶ 61,015 (1979)).⁵ Pursuant to the Service Agreement dated December 13, 1978, as amended March 18, 1980, Transco would transport, on an interruptible basis, natural gas supplies that Florida Gas purchased from certain producers and certain wells located in Jefferson Davis County, Mississippi, up to a maximum quantity of 1,800 dekatherms per day. Transco would receive the gas at the Deen Wells field in Bassfield, Mississippi and would redeliver an equivalent quantity of gas to the existing interconnections between Transco and Florida Gas located in St. Helena Parish, Louisiana and Vermilion Parish, Louisiana. The Service Agreement provides for a primary term of one year and continues year to year thereafter until cancelled by either party upon ninety days written notice to the other party.

⁵ This order was amended on August 28, 1980 in Docket No. CP79-149 (12 FERC ¶ 62,144 (1980)).

Transportation: Transco Rate Schedule X-215

On June 5, 1979, the Commission authorized the transportation of natural gas by Transco on behalf of Florida Gas in Docket No. CP79-229 (7 FERC ¶ 61,223 (1979)).⁶ Pursuant to the Service Agreement dated February 9, 1979 and amended March 18, 1980 Transco would transport, on a best efforts basis, natural gas that Florida Gas purchased in the Bassfield Field area, Jefferson Davis County, Mississippi, a quantity of up to 18,000 dekatherms equivalent per day (or a greater or lesser quantity, as Transco might agree). Transco would receive the gas to be transported via tap facilities installed pursuant to the Service Agreement near the production wells and would redeliver an equivalent quantity to the point(s) of interconnection between Transco and Florida Gas in St. Helena Parish, Louisiana or Vermilion Parish, Louisiana. The Service Agreement provides for a primary term of one year and continues year to year thereafter until cancelled by either party upon ninety days written notice to the other party.

Transportation: Transco Rate Schedule X-263

On June 11, 1986, the Commission authorized the transportation of natural gas by Transco on behalf of Florida Gas in Docket No. CP86-272 (35 FERC ¶ 62,474 (1986)). Pursuant to the Service Agreement dated April 17, 1985 and amended February 28, 1986, Transco would transport, on an interruptible basis, natural gas that Florida Gas had contracted to purchase in the Reedy Creek Field, Jones County, Mississippi, up to a maximum quantity of 5,175 dekatherms per day. Transco would receive the gas to be transported for the account of Florida Gas at an existing point of interconnection between

⁶ This order was amended September 3, 1980 in Docket No. CP79-229 (12 FERC ¶ 61,251 (1980)).

Transco and Koch Hydrocarbon Company in Jones County, Mississippi and would redeliver an equivalent quantity to the point(s) of interconnection between Transco and Florida Gas in St. Helena Parish, Louisiana or Vermilion Parish, Louisiana. The Service Agreement provides for a primary term of ten years and continues year to year thereafter until cancelled by either party upon year's written notice to the other party.

IV.
STATEMENT OF REASONS FOR ABANDONMENT

Florida Gas and Transco no longer require the eight exchange and transportation services described above. By letter agreements dated October 17, 2005 (copies of which are attached in Exhibit Z-1 hereto), the parties have agreed to terminate the Service Agreements.

Abandonment of the Service Agreements is in the public interest. The Service Agreements are no longer being utilized and no imbalances remain under any of the Service Agreements. Abandonment authorization will allow the Applicants to remove the corresponding abandoned rate schedules from their respective tariffs. Moreover, no facilities are proposed herein to be abandoned and no service to any of Florida Gas' or Transco's customers will be impacted or terminated due to the abandonment requested herein.

Accordingly, the Applicants hereby request that the Commission grant authorization pursuant to Section 7(b) of the NGA to abandon the case-specific certificates of public convenience and necessity under which the foregoing transportation and exchange services are rendered under the Applicants' respective rate schedules listed in Exhibit T hereto effective on the date of the Commission's order authorizing the abandonment.

V.
REQUEST FOR SHORTENED PROCEDURE

Transco and Florida Gas are not aware of any other application or supplement which must be or is to be filed by Transco, Florida Gas, any of their customers, or any other person with any other federal, state or other regulatory body to effectuate the proposed abandonments requested herein. The proposed abandonments will not result in or cause any interruption, reduction or termination of natural gas service presently rendered by Transco or Florida Gas to any of their respective customers. The Applicants request that this application be processed pursuant to Section 385.802 of the Commission's Rules of Practice and Procedure and hereby waive oral hearing and the opportunity for filing exceptions to the decision of the Commission, and request the Commission to omit the intermediate decision period.

VI.
ABBREVIATED APPLICATION

This application is abbreviated pursuant to Section 157.7 of the Commission's regulations under the NGA. The Applicants submit that an abbreviated application is justified and that the data and information contained herein are sufficient to provide a full and complete understanding of their request, as well as the effect upon their present and future operations.

VII.
EXHIBITS

Exhibit T - Related Applications

The Service Agreements sought to be abandoned herein were certificated pursuant to

certificates of public convenience and necessity granted by Commission orders issued in the docket numbers listed in Exhibit T hereto.

Exhibit U - Contracts and Other Agreements

Attached are copies of the referenced Service Agreements.

Exhibit V - Flow Diagram

Omitted. No facilities are proposed to be abandoned by the instant application. The abandonment requested herein will have no effect on the daily design capacity or operating conditions of either the Florida Gas or Transco systems.

Exhibit W - Impact on Customers Whose Service Will Be Terminated

Abandonment of the Service Agreements will have no impact on Florida Gas' or Transco's customers. Moreover, no facilities are proposed herein to be abandoned and no service to any of Florida Gas' or Transco's other customers will be terminated because of the abandonment requested herein.

Exhibit X - Effect of the Abandonment on Existing Tariffs

The abandonments requested herein will require the termination and removal of Rate Schedules X-35, X-78, X-128, X-152, X-157, X-197, X-215 and X-263 from Transco's FERC Gas Tariff, Volume No. 2, as well as the termination and removal of Rate Schedules E-1, E-10, and E-13 from Florida Gas' FERC Gas Tariff, Volume No. 3. The cancellation of the aforementioned rate schedules will be filed following the receipt of the requested abandonment authority. None of Transco's or Florida Gas' other existing rate schedules or tariff provisions will be affected by the abandonment.

Exhibit Y - Accounting Treatment

Omitted. Not applicable.

Exhibit Z - Location of Service to be Abandoned

Omitted. No facilities are proposed to be abandoned or constructed in this proceeding.

Exhibit Z-1 – Termination Letter Agreements

Attached are letter agreements between Transco to Florida Gas dated October 17, 2005 stating the parties' intent to terminate Transco's Rate Schedules X-35, X-78, X-128, X-152, X-157, X-197, X-215 and X-263 and Florida Gas' Rate Schedules E-1, E-10, and E-13.

VIII.
CONCLUSION

WHEREFORE, Florida Gas and Transco respectfully request that:

1. The Commission issue an order permitting and approving the abandonment of the case-specific certificates of public convenience and necessity under which the foregoing transportation and exchange services are rendered under the Applicants' rate schedules listed in Exhibit T hereto effective on the date of the Commission's order authorizing the abandonment;
2. This application be disposed of in accordance with the shortened procedure set forth in Rules 801 and 802 of the Commission's Rules of Practice and Procedure. In that connection, the Applicants respectfully request that the intermediate decision procedure be omitted and waive oral hearing and opportunity for filing exceptions to the decision of the Commission; and

3. The Commission grant such other and further relief as may be proper and appropriate in the premises.

Respectfully submitted,

FLORIDA GAS TRANSMISSION COMPANY

By 
Stephen T. Veatch
Senior Director, Certificates & Tariffs

TRANSCONTINENTAL GAS PIPE LINE
CORPORATION

By 
Marg Camardello
Manager, Certificates & Tariffs

**UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION**

In the Matter of)
)
Florida Gas Transmission Company)
) Docket No. CP06-
Transcontinental Gas Pipe Line)
Corporation)

NOTICE OF JOINT APPLICATION FOR ABANDONMENT

(_____)

Take notice that on March 9, 2006, Florida Gas Transmission Company ("Florida Gas"), 5444 Westheimer Road, Houston, Texas 77056, and Transcontinental Gas Pipe Line Corporation ("Transco"), P.O. Box 1396, Houston, Texas 77251, collectively referred to as Applicants, filed a joint application in abbreviated format pursuant to Section 7(b) of the Natural Gas Act (NGA), as amended, and the Rules and Regulations of the Federal Energy Regulatory Commission (Commission), for an order permitting and approving abandonment of the transportation and exchange services provided pursuant to the following rate schedules, all as more fully set forth in the application:

<u>Transco</u> <u>Rate Schedule</u>	<u>Florida Gas</u> <u>Rate Schedule</u>
X-35	E-1
X-78	E-10
X-128	E-13
X-152	--
X-157	--
X-197	--
X-215	--
X-263	--

Any person desiring to intervene or to 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 on or before the comment date. Anyone filing a motion to intervene or protest must serve a copy of that document on the

Applicant. On or before the comment date, it is not necessary to 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, call (202) 502-8659.

Comment Date: 5:00 p.m. Eastern Time on (insert date).

Magalie R. Salas
Secretary

Florida Gas Transmission
 Company
 Transcontinental Gas Pipe Line
 Corporation
 Docket No. CP06-
 Exhibit T

RELATED APPLICATIONS

Transco Rate Sched.	Florida Gas Rate Sched.	Docket No.	Certificate Date	Citation
X-35	E-1	CP71-158	08/02/71	46 F.P.C. 280 (1971)
X-78	E-10	CP75-188	02/12/75	53 F.P.C. 459 (1975)
X-128	E-13	CP77-367	07/26/77	59 F.P.C. 1129 (1977)
X-152	---	CP77-527	11/16/77	1 FERC ¶ 61,142 (1977)
X-157	---	CP77-402	06/18/81	15 FERC ¶ 61,283 (1981)
X-197	---	CP79-149	04/04/79	7 FERC ¶ 61,015 (1979)
X-215	---	CP79-229	06/05/79	7 FERC ¶ 61,223 (1979)
X-263	---	CP86-272	06/11/86	35 FERC ¶ 62, 474 (1986)

Florida Gas Transmission
Company
Transcontinental Gas Pipe Line
Corporation
Docket No. CP06-
Exhibit U

CONTRACTS AND OTHER AGREEMENTS

1. Transco Rate Schedule X-35
2. Florida Gas Rate Schedule E-1
3. Transco Rate Schedule X-78
4. Florida Gas Rate Schedule E-10
5. Transco Rate Schedule X-128
6. Florida Gas Rate Schedule E-13
7. Transco Rate Schedule X-152
8. Transco Rate Schedule X-157
9. Transco Rate Schedule X-197
10. Transco Rate Schedule X-215
11. Transco Rate Schedule X-263

Transcontinental Gas Pipe Line
Corporation
FPC Gas Tariff
Original Volume No. 2

First Revised Sheet No. 278
Superseding Original Sheet No. 278

RATE SCHEDULE X-35

Parties to the
Agreement:

Transcontinental Gas Pipe Line Corporation
Florida Gas Transmission Company

Date of
Agreement:

October 26, 1970

Service
Rendered:

Exchange Agreement

Issued by: James B. Henderson, President
Issued on: December 13, 1971 Effective: February 1, 1972

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

3100 TRAVIS STREET
P. O. BOX 1396
HOUSTON, TEXAS 77001

October 26, 1970

Florida Gas Transmission Company
P. O. Box 44
Winter Park, Florida 32789

Attention: Mr. H. L. Wilhite
Senior Vice President

Gentlemen:

This will confirm our understanding with respect to the proposed exchange of natural gas between Transcontinental Gas Pipe Line Corporation (Transco) and Florida Gas Transmission Company (Florida Gas) by mutual dispatching arrangements.

Deliveries of natural gas by either party to the other can be effected at the following points of interconnection between the systems of the two companies:

- 1) The intersection of Transco's Southeast Louisiana Lateral with the main line of Florida Gas in St. Helena Parish, Louisiana;
- 2) The intersection of Transco's Central Louisiana Lateral with the East White Lake Lateral of Florida Gas in Vermilion Parish, Louisiana;
- 3) Natural gas processing plants and other common points where both Transco and Florida Gas take or may in the future take delivery of gas from others; and
- 4) Such additional points of interconnection as may be established in the future.

Issued by: James B. Henderson, President

Issued on: December 13, 1971

Effective: February 1, 1972

While neither Transco nor Florida Gas is in a position to make regular deliveries of natural gas to the other at the above points, each recognizes that under certain circumstances it may be able to make substantial quantities of gas available to the other at such points as the respective dispatchers of Transco and Florida Gas may mutually agree.

Accordingly, it is agreed as follows:

When either Transco or Florida Gas is confronted with a situation on its system which can be alleviated by deliveries of natural gas from the other, the other will, upon request, make such deliveries of natural gas as in its sole judgment it can make without impairment of its obligations to others.

As soon as it is feasible following any such deliveries of natural gas and in any event within 60 days thereafter, unless a longer period be mutually agreed to, the party which received such deliveries shall tender natural gas to the other at one or more of the above points of interconnection, and the other shall there promptly receive the tendered gas in such quantities and at such rates of flow as in its sole judgment its own operating conditions will reasonably permit. Such tender and receipt shall be repeated until there has been redelivered by the party receiving said redeliveries a number of Mcf's of natural gas equivalent to that constituting the initial deliveries.

At the currently existing points of interconnection described in (1) and (2) above, Transco will own, operate and maintain the metering equipment and each party will own the necessary side valves on its own pipeline and the sections of cross connection between such side valves and the metering equipment. Any future interconnections will be established on mutually agreeable terms.

The parties shall, with due diligence, seek to obtain necessary authorization from the Federal Power Commission to construct and operate any interconnections which may hereafter be agreed upon.

The obligations of both parties hereto are subject to valid laws, orders, rules and regulations of duly constituted governmental authorities having jurisdiction.

If the foregoing is in accordance with your understanding of our agreement, please so indicate by signing and returning to us the enclosed copy of this letter, whereupon this letter will constitute an agreement between us from the date hereof until cancelled by either party on 30 days' written notice to the other.

This agreement upon its being allowed to become effective by the Federal Power Commission supersedes the emergency exchange agreement between our two companies dated September 7, 1962.

Very truly yours,

TRANSCONTINENTAL GAS PIPE LINE
CORPORATION

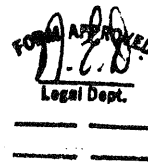
By *Lawrence H. Gall*
Vice President &
General Counsel

ACCEPTED AND AGREED TO

this 30th day of October, 1970.

FLORIDA GAS TRANSMISSION COMPANY

By *H. L. Wislitz*
President



RATE SCHEDULE E-1

Parties: Transcontinental Gas Pipe Line Corporation
and
Florida Gas Transmission Company

Date of Agreement: October 26, 1970

Description of Service: Emergency Exchange of Natural
Gas between Transcontinental
Gas Pipe Line Corporation and
Florida Gas Transmission
Company

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

3100 Travis Street

P. O. Box 1396

Houston, Texas 77001

October 26, 1970

Florida Gas Transmission Company
P. O. Box 44
Winter Park, Florida 32789

Attention: Mr. H. L. Wilhite
Senior Vice President

Gentlemen:

This will confirm our understanding with respect to the proposed exchange of natural gas between Transcontinental Gas Pipe Line Corporation (Transco) and Florida Gas Transmission Company (Florida Gas) by mutual dispatching arrangements.

Deliveries of natural gas by either party to the other can be effected at the following points of interconnection between the systems of the two companies:

- 1) The intersection of Transco's Southeast Louisiana Lateral with the main line of Florida Gas in St. Helena Parish, Louisiana;
- 2) The intersection of Transco's Central Louisiana Lateral with the East White Lake Lateral of Florida Gas in Vermilion Parish, Louisiana;
- 3) Natural gas processing plants and other common points where both Transco and Florida Gas take or may in the future take delivery of gas from others; and
- 4) Such additional points of interconnection as may be established in the future.

While neither Transco nor Florida Gas is in a position to make regular deliveries of natural gas to the other at the above points, each recognizes that under certain circumstances it may be able to make substantial quantities of gas available to the other at such points as the respective dispatchers of Transco and Florida Gas may mutually agree.

Accordingly, it is agreed as follows:

When either Transco or Florida Gas is confronted with a situation on its system which can be alleviated by deliveries of natural gas from the other, the other will, upon request, make such deliveries of natural gas as in its sole judgment it can make without impairment of its obligations to others.

As soon as it is feasible following any such deliveries of natural gas and in any event within 60 days thereafter, unless a longer period be mutually agreed to, the party which received such deliveries shall tender natural gas to the other at one or more of the above points of interconnection, and the other shall there promptly receive the tendered gas in such quantities and at such rates of flow as in its sole judgment its own operating conditions will reasonably permit. Such tender and receipt shall be repeated until there has been redelivered by the party receiving said redeliveries a number of Mcf's of natural gas equivalent to that constituting the initial deliveries.

At the currently existing points of interconnection described in (1) and (2) above, Transco will own, operate and maintain the metering equipment and each party will own the necessary side valves on its own pipeline and the sections of cross connection between such side valves and the metering equipment. Any future interconnections will be established on mutually agreeable terms.

The parties shall, with due diligence, seek to obtain necessary authorization from the Federal Power Commission to construct and operate any interconnections which may hereafter be agreed upon.

The obligations of both parties hereto are subject to valid laws, orders, rules and regulations of duly constituted governmental authorities having jurisdiction.

If the foregoing is in accordance with your understanding of our agreement, please so indicate by signing and returning to us the enclosed copy of this letter, whereupon this letter will constitute an agreement between us from the date hereof until cancelled by either party on 30 days' written notice to the other.

This agreement upon its being allowed to become effective by the Federal Power Commission supersedes the emergency exchange agreement between our two companies dated September 7, 1962.

Very truly yours,

TRANSCONTINENTAL GAS PIPE LINE
CORPORATION

By /s/ Lawrence H. Gall
Vice President &
General Counsel

ACCEPTED AND AGREED TO

this 30th day of October, 1970.

FLORIDA GAS TRANSMISSION COMPANY

By /s/ H. L. Wilhite
Senior Vice President

RATE SCHEDULE X-78

Parties to the Agreement:	Transcontinental Gas Pipe Line Corporation
	Florida Gas Transmission Company
Date of Agreement:	November 19, 1974
Service Rendered:	Exchange

Issued by: W. J. Bowen, President
Issued on: November 10, 1975

Effective: March 11, 1975

TRANSCONTINENTAL GAS
PIPE LINE CORPORATION

A Subsidiary of Transco Companies, Inc.

S. Post Oak at W. Alabama
P. O. Box 1396
Houston, Texas 77001

November 19, 1974

Florida Gas Transmission Company
2240 The 1100 Milam Building
Houston, Texas 77002

Re: South Ewing Field
San Patricio County, Texas

Gentlemen:

We have asked for your assistance in obtaining, through an exchange arrangement, a supply of gas available to us in the South Ewing Field, San Patricio County, Texas. You have agreed to provide such assistance on the following terms and conditions:

Transco will deliver up to 10,000 Mcf per day at a mutually agreeable point on Florida's 20-inch transmission line in San Patricio County, Texas. Florida will return substantially contemporaneously therewith equivalent volumes of gas at any mutually agreeable authorized exchange point between the two companies. All gas to be exchanged hereunder shall be exchanged on an Mcf-for-Mcf, no monetary compensation basis. The exchange natural gas delivered by either party will be of pipeline quality and be at the pressure existing in the line of the party making delivery. Transco will construct, own, operate and maintain any and all facilities necessary to deliver the gas to Florida's line and will be responsible for measurement at the Ewing point of delivery. Florida will provide the necessary tap and flange connection on its line, the cost of which will be reimbursed by Transco.

All gas delivered under terms of this agreement shall be measured at a base pressure of 14.73 pounds per square inch and at a base

Florida Gas Transmission Company
November 19, 1974
Page Two

temperature of 60° Fahrenheit, using an orifice meter installed and operated according to A. G. A. Gas Measurement Committee Report No. 3. The volume of gas delivered shall be computed in accordance with provisions of A. G. A. Gas Measurement Committee Report No. 3, as amended from time to time.

In the computation of gas volumes, the average atmospheric pressure shall be assumed to be 14.7 pounds per square inch, and adjustments for the following effects shall be applied for each 24-hour period of gas delivery; the flowing temperature to be obtained from a recording thermometer installed in each meter station; the specific gravity for each volume exchange of gas to be furnished from a suitably located specific gravity recorder by the party delivering the gas; and adjustment for the effect of supercompressibility shall be made according to the provisions of A. G. A. - Gas Measurement Committee Report No. 3, as amended from time to time.

Florida and Transco shall, upon request by the other party, mail or deliver for checking and calculation all volume and temperature meter charts used in the measurement of natural gas delivered by such party for exchange hereunder, within ten (10) days after the last chart for each month is removed from the meter. Such charts shall be returned to the owner thereof within twenty (20) days after receipt thereof by the requesting party.

On or before the twentieth (20th) day of each calendar month after the deliveries of exchange natural gas are commenced hereunder, the party or parties responsible for measurement or allocation shall render a statement to the other showing the quantity of exchange gas delivered during the last preceding calendar month under this agreement.

Both parties agree that the natural gas to be exchanged hereunder shall be delivered and received at uniform hourly and daily rates of flow as nearly as practical, but it is recognized that due to operating conditions, the quantity of exchange natural gas received by either

Florida Gas Transmission Company
November 19, 1974
Page Three

party on any day hereunder may vary above or below the quantity of gas delivered to the other party. Both parties shall use their best efforts to keep such variances at a minimum. Any excess or deficiency which occurs during any month shall be balanced as nearly as practical during the next calendar month. In the event the quantities of natural gas exchanged are not in balance at the end of the term hereof, then such balance shall be achieved by extending deliveries at the appropriate point of delivery until such balance is achieved.

In the event of either party hereto being rendered unable, wholly or in part, by force majeure to carry out its obligations under this agreement, it is agreed that on such party giving notice and full particulars of such force majeure in writing or by telegraph to the other party as soon as possible after the occurrence of the cause relied on, then the obligations of the party giving such notice, so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused but for no longer period and such cause shall as far as possible be remedied with all reasonable dispatch.

Title to the natural gas exchanged shall pass to the party taking delivery thereof at the respective points of delivery and thereafter all responsibility for the exchange natural gas received shall be that of the party taking delivery thereof. Each party hereto warrants title to its natural gas to be exchanged hereunder and shall save the other party harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any or all persons to said natural gas.

This exchange agreement shall be subject to all applicable valid laws, rules, regulations or orders of any legislative body or regulatory agency having jurisdiction.

This agreement shall be for a term of twenty (20) years from date hereof.

Florida Gas Transmission Company
November 19, 1974
Page Four

WITNESS OUR HANDS as of the date first above written.

FLORIDA GAS TRANSMISSION
COMPANY

TRANSCONTINENTAL GAS PIPE
LINE CORPORATION

By /s/ G. B. Bennett
Vice President

By /s/ Roger D. Stanwood
Vice President RVL

ATTEST:

ATTEST:

[SEAL]

[SEAL]

/s/ Frank N. Baldwin, Jr.
Asst. Secretary

/s/ W. A. Holcomb
Secretary

UNITED STATES OF AMERICA
FEDERAL POWER COMMISSION

In the Matter of)
)
Florida Gas Transmission Company) Docket No. CP75-188
Transcontinental Gas Pipe Line Corporation)

NOTICE OF PROPOSED CHANGE
IN FPC GAS TARIFF

(_____)

Take notice that on _____, 1975, Transcontinental Gas Pipe Line Corporation (Transco) tendered for filing the following sheets to its FPC Gas Tariff, Original Volume No. 2:

Original Sheet Nos. 747 through 751
constituting Rate Schedule X-78, an
exchange agreement dated November 19,
1974 between Transco and Florida Gas
Transmission Company (Florida).

Transco states that the subject exchange arrangement was authorized by the Commission in a certificate issued on February 12, 1975 in Florida-Transco Joint Docket No. CP75-188, and that a copy of the instant filing has been served upon Florida.

The tariff sheets are proposed to become effective March 11, 1975.

Any person desiring to be heard or to protest said filing should file a petition to intervene or protest with the Federal Power Commission, 825 North Capitol Street, N. E., Washington, D. C. 20426, in accordance with Sections 1.8 and 1.10 of the Commission's Rules of Practice and Procedure (18 CFR 1.8, 1.10). All such petitions or protests should be filed on or before _____. 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 petition to intervene. Copies of this filing are on file with the Commission and are available for public inspection.

Kenneth F. Plumb
Secretary

RATE SCHEDULE E-10

Parties to the Agreement: Transcontinental Gas Pipe Line Corporation
Florida Gas Transmission Company

Date of Agreement: November 19, 1974

Service Rendered: Exchange of Natural Gas

Issued by: H. L. Wilhite, President
Issued on: January 27, 1976

Effective: March 11, 1975

RATE SCHEDULE E-10
EXCHANGE AGREEMENT WITH
TRANSCONTINENTAL GAS PIPE LINE CORPORATION

November 19, 1974

Florida Gas Transmission Company
2240 The 1100 Milam Building
Houston, Texas 77002

Re: South Ewing Field
San Patricio County, Texas

Gentlemen:

We have asked for your assistance in obtaining, through an exchange arrangement, a supply of gas available to us in the South Ewing Field, San Patricio County, Texas. You have agreed to provide such assistance on the following terms and conditions:

Transco will deliver up to 10,000 Mcf per day at a mutually agreeable point on Florida's 20-inch transmission line in San Patricio County, Texas. Florida will return substantially contemporaneously therewith equivalent volumes of gas at any mutually agreeable authorized exchange point between the two companies. All gas to be exchanged hereunder shall be exchanged on an Mcf-for-Mcf, no monetary compensation basis. The exchange natural gas delivered by either party will be of pipeline quality and be at the pressure existing in the line of the party making delivery. Transco will construct, own, operate and maintain any and all facilities necessary to deliver the gas to Florida's line and will be responsible for measurement at the Ewing point of delivery. Florida will provide the necessary tap and flange connection on its line, the cost of which will be reimbursed by Transco.

All gas delivered under terms of this agreement shall be measured at a base pressure of 14.73 pounds per square inch and at a base temperature of 60° Fahrenheit, using an orifice meter installed and operated according to A.G.A. Gas Measurement Committee Report No. 3. The volume of gas delivered shall be computed in accordance with provisions of A.G.A. Gas Measurement Committee Report No. 3, as amended from time to time.

Issued by: H. L. Wilhite, President
Issued on: January 27, 1976

Effective: March 11, 1975

RATE SCHEDULE E-10
(Continued)

In the computation of gas volumes, the average atmospheric pressure shall be assumed to be 14.7 pounds per square inch, and adjustments for the following effects shall be applied for each 24-hour period of gas delivery; the flowing temperature to be obtained from a recording thermometer installed in each meter station; the specific gravity for each volume exchange of gas to be furnished from a suitably located specific gravity recorder by the party delivering the gas; and adjustment for the effect of supercompressibility shall be made according to the provisions of A.G.A. - Gas Measurement Committee Report No. 3, as amended from time to time.

Florida and Transco shall, upon request by the other party, mail or deliver for checking and calculation all volume and temperature meter charts used in the measurement of natural gas delivered by such party for exchange hereunder, within ten (10) days after the last chart for each month is removed from the meter. Such charts shall be returned to the owner thereof within twenty (20) days after receipt thereof by the requesting party.

On or before the twentieth (20th) day of each calendar month after the deliveries of exchange natural gas are commenced hereunder, the party or parties responsible for measurement or allocation shall render a statement to the other showing the quantity of exchange gas delivered during the last preceding calendar month under this agreement.

Both parties agree that the natural gas to be exchanged hereunder shall be delivered and received at uniform hourly and daily rates of flow as nearly as practical, but it is recognized that due to operating conditions, the quantity of exchange natural gas received by either party on any day hereunder may vary above or below the quantity of gas delivered to the other party. Both parties shall use their best efforts to keep such variances at a minimum. Any excess or deficiency which occurs during any month shall be balanced as nearly as practical during the next calendar month. In the event the quantities of natural gas exchanged are not in balance at the end of the term hereof, then such balance shall be achieved by extending deliveries at the appropriate point of delivery until such balance is achieved.

In the event of either party hereto being rendered unable, wholly or in part, by force majeure to carry out its obligations under this agreement, it is agreed that on such party giving notice and full particulars of such force majeure in writing or by telegraph to the other party as soon as possible after the occurrence of the cause relied on, then the obligations of the party giving such notice, so

Issued by: H. L. Wilhite, President
Issued on: January 27, 1976

Effective: March 11, 1975

RATE SCHEDULE E-10
(Continued)

far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused but for no longer period and such cause shall as far as possible be remedied with all reasonable dispatch.

Title to the natural gas exchanged shall pass to the party taking delivery thereof at the respective points of delivery and thereafter all responsibility for the exchange natural gas received shall be that of the party taking delivery thereof. Each party hereto warrants title to its natural gas to be exchanged hereunder and shall save the other party harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any or all persons to said natural gas.

This exchange agreement shall be subject to all applicable valid laws, rules, regulations or orders of any legislative body or regulatory agency having jurisdiction.

This agreement shall be for a term of twenty (20) years from date hereof.

WITNESS OUR HANDS as of the date first above written.

FLORIDA GAS TRANSMISSION
COMPANY

TRANSCONTINENTAL GAS PIPE
LINE CORPORATION

By /s/ G. B. Bennett
Vice President

By /s/ Roger D. Stanwood
Vice President RVL

ATTEST:

ATTEST:

(SEAL)

(SEAL)

/s/ Frank N. Baldwin, Jr.
Asst. Secretary

/s/ W. A. Holcomb
Secretary

RATE SCHEDULE X-128

Parties to the Agreement:	Transcontinental Gas Pipe Line Corporation
	Florida Gas Transmission Company
Date of Agreement:	April 11, 1977
Service Rendered:	Exchange

FLORIDA GAS
TRANSMISSION COMPANY
2240 The 1100 Milam Building
Houston, Texas 77002
(713) 237-1400

April 11, 1977

Transcontinental Gas Pipe Line Corporation
P. O. Box 1396
Houston, Texas 77001

Re: Exchange of Natural Gas

Gentlemen:

This letter will evidence the agreement reached by Florida Gas Transmission Company (Florida Gas) and Transcontinental Gas Pipe Line Corporation (Transco) regarding the referenced subject.

To assist Florida Gas in its efforts to maintain adequate supplies of gas for its customers, Transco has agreed to give its assistance on a best efforts basis in receiving and exchanging gas to enable Florida Gas to effectively receive certain quantities of gas it has or will purchase from certain producers and wells located in the Calhoun Field, Jones County, Mississippi. To accomplish this exchange, it is agreed as follows:

1. Upon acceptance hereof and receipt of such requisite authorization from the Federal Power Commission as may be necessary, Transco will accept delivery hereunder of gas tendered by or for the account of Florida Gas at the existing valve located on Transco's pipeline facilities in the SW/4 of Section 35, Township 9 North, Range 13 West, Jones County, Mississippi, which point shall be the delivery point for all purposes hereof.

2. Except as hereinafter provided in this Paragraph 2., no new facilities will be required by Transco or by Florida Gas to receive, exchange and redeliver gas hereunder. In the event that the metering facilities now installed and operated by others immediately upstream of the delivery point cannot be utilized to properly measure gas delivered

Transcontinental Gas Pipe Line Corporation
Page 2

April 11, 1977

to Transco by Florida Gas hereunder, Florida Gas will, at no expense to Transco, install and operate, or cause to be installed and operated, appropriate measuring facilities to properly measure gas delivered to Transco hereunder at such delivery point. At the time of abandonment of service hereunder, Florida Gas will reimburse Transco for a pro-rata share of Transco's cost, if any, of deactivating the tap and valve heretofore installed by Transco at the delivery point.

3. Subject to all provisions hereof, Florida Gas will deliver or cause to be delivered to Transco for Florida Gas' account at the delivery point hereinabove provided, a maximum quantity of gas of up to 3,000 MMBtu per day. Transco will redeliver volumes of gas to Florida Gas equivalent to the MMBtu received from Florida Gas hereunder, such redelivery to be accomplished at any mutually agreeable existing authorized interconnection between the systems of the two companies in the gas supply area. ^{1/} Such delivery and redelivery shall be balanced as soon as practicable and in any event within 30 days, and appropriate dispatching and accounting procedures will be established from time to time by mutual agreement of the parties hereto.

4. Volumes and MMBtu delivered by each party to the other hereunder will be determined (by the party hereto responsible for such measurement) at a temperature of 60° Fahrenheit and at an absolute pressure of 14.73 pounds per square inch and on the basis of AGA Gas Measurement Committee Report No. 3, and, the applicable Btu content shall be determined on a gross-saturated basis.

^{1/} Sun Starr Plant, Starr County, Texas; Canales, Jim Wells County, Texas; Vermilion, Vermilion Parish, Louisiana; and St. Helena, St. Helena Parish, Louisiana.

Transcontinental Gas Pipe Line Corporation
Page 3

April 11, 1977

5. Gas delivered and redelivered hereunder shall be merchantable natural gas, shall be dehydrated to contain not more than 7 pounds of water per 1,000 Mcf of gas; shall contain not more than 1.0 grains of hydrogen sulphide per 100 cubic feet; 20 grains of total sulphur per 100 cubic feet; 3% by volume of carbon dioxide and/or nitrogen; nor more than 1% by volume of oxygen; shall contain a Btu content of at least 1,000 per cubic foot; and shall not exceed 120° Fahrenheit in temperature. Neither Transco nor Florida Gas shall be obligated to accept delivery of gas hereunder which does not meet the aforesaid quality specifications.

6. The exchange hereby provided is on a Btu-for-Btu basis and no charge will be made for gas delivered or redelivered hereunder.

7. As between the parties hereto, each such party shall be in exclusive control and possession of the gas and responsible for any damage or injury caused thereby until the same shall have been delivered to such other party, after which delivery such other party shall be deemed to be in exclusive control and possession thereof and responsible for any damage or injury caused thereby.

8. The exchange of gas herein provided will remain in effect for three (3) years from the first deliveries hereunder and will continue thereafter until terminated by either party upon not less than 30 days prior written notice to the other party.

9. This agreement will be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto, and it is agreed that either party hereto shall have the right to pledge or mortgage its rights hereunder for security of its indebtedness.

Transcontinental Gas Pipe Line Corporation
Page 4

April 11, 1977

If the foregoing is in accordance with your understanding of our agreement, please so indicate by signing all copies hereof and returning two (2) copies to Florida Gas.

Very truly yours,

FLORIDA GAS TRANSMISSION
COMPANY

By /s/ J. W. Mims
Vice President

ACCEPTED AND AGREED TO:

TRANSCONTINENTAL GAS PIPE
LINE CORPORATION

By /s/ Brian E. O'Neill
Vice President

RATE SCHEDULE E-13

Parties to the Agreement	Transcontinental Gas Pipe Line Corporation Florida Gas Transmission Company
Date of Agreement:	April 11, 1977
Services Rendered	Exchange of Natural Gas

Issued by: K. L. Lay, President
Issued on: July 12, 1977

Effective: July 1, 1977

Rate Schedule E-13

Transcontinental Gas Pipe Line Corporation
P. O. Box 1396
Houston, Texas 77001

Re: Exchange of Natural Gas.

Gentlemen:

This letter will evidence the agreement reached by Florida Gas Transmission Company (Florida Gas) and Transcontinental Gas Pipe Line Corporation (Transco) regarding the referenced subject.

To assist Florida Gas in its efforts to maintain adequate supplies of gas for its customers, Transco has agreed to give its assistance on a best efforts basis in receiving and exchanging gas to enable Florida Gas to effectively receive certain quantities of gas it has or will purchase from certain producers and wells located in the Calhoun Field, Jones County, Mississippi. To accomplish this exchange, it is agreed as follows:

1. Upon acceptance hereof and receipt of such requisite authorization from the Federal Power Commission as may be necessary, Transco will accept delivery hereunder of gas tendered by or for the account of Florida Gas at the existing valve located on Transco's pipeline facilities in the SW/4 of Section 35, Township 9 North, Range 13 West, Jones County, Mississippi, which point shall be the delivery point for all purposes hereof.

2. Except as hereinafter provided in this Paragraph 2., no new facilities will be required by Transco or by Florida Gas to receive, exchange and redeliver gas hereunder. In the event that the metering facilities now installed and operated by others immediately upstream of the delivery point cannot be utilized to properly measure gas delivered to Transco by Florida Gas hereunder, Florida Gas will, at no expense to Transco, install and operate, or cause to be installed and operated, appropriate measuring facilities to properly measure gas delivered to Transco hereunder at such delivery point. At the time of abandonment of service hereunder, Florida Gas will reimburse Transco for a pro rata share of Transco's cost, if any, of deactivating the tap and valve heretofore installed by Transco at the delivery point.

Issued by: K. L. Lay, President
Issued on: July 12, 1977

Effective: July 1, 1977

Rate Schedule E-13 (Cont.)

3. Subject to all provisions hereof, Florida Gas will deliver or cause to be delivered to Transco for Florida Gas' account at the delivery point hereinabove provided, a maximum quantity of gas of up to 3,000 MMBtu per day. Transco will redeliver volumes of gas to Florida Gas equivalent to the MMBtu received from Florida Gas hereunder, such redelivery to be accomplished at any mutually agreeable existing authorized interconnection between the systems of the two companies in the gas supply area. Such delivery and redelivery shall be balanced as soon as practicable and in any event within 30 days, and appropriate dispatching and accounting procedures will be established from time to time by mutual agreement of the parties hereto.

4. Volumes and MMBtu delivered by each party to the other hereunder will be determined (by the party hereto responsible for such measurement) at a temperature of 60° Fahrenheit and at an absolute pressure of 14.73 pounds per square inch and on the basis of AGA Gas Measurement Committee Report No. 3, and, the applicable Btu content shall be determined on a gross-saturated basis.

5. Gas delivered and redelivered hereunder shall be merchantable natural gas, shall be dehydrated to contain not more than 7 pounds of water per 1,000 Mcf of gas; shall contain not more than 1.0 grains of hydrogen sulphide per 100 cubic feet; 20 grains of total sulphur per 100 cubic feet; 3% by volume of carbon dioxide and/or nitrogen; nor more than 1% by volume of oxygen; shall contain a Btu content of at least 1,000 per cubic foot; and shall not exceed 120° Fahrenheit in temperature. Neither Transco nor Florida Gas shall be obligated to accept delivery of gas hereunder which does not meet the aforesaid quality specifications.

6. The exchange hereby provided is on a Btu-for-Btu basis and no charge will be made for gas delivered or redelivered hereunder.

7. As between the parties hereto, each such party shall be in exclusive control and possession of the gas and responsible for any damage or injury caused thereby until the same shall have been delivered to such other party, after which delivery such other party shall be deemed to be in exclusive control and possession thereof and responsible for any damage or injury caused thereby.

8. The exchange of gas herein provided will remain in effect for three (3) years from the first deliveries hereunder and will continue thereafter until terminated by either party upon not

Rate Schedule E-13 (Cont.)

less than 30 days prior written notice to the other party.

9. This agreement will be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto, and it is agreed that either party hereto shall have the right to pledge or mortgage its rights hereunder for security of its indebtedness.

If the foregoing is in accordance with your understanding of our agreement, please so indicate by signing all copies hereof and returning two (2) copies to Florida Gas.

Very truly yours,

FLORIDA GAS TRANSMISSION COMPANY

By /S/ J. W. Mims
Vice President

ACCEPTED AND AGREED TO:

TRANSCONTINENTAL GAS PIPE LINE
CORPORATION

By /S/ Brian E. O'Neill
Vice President

RATE SCHEDULE X-152

Parties to the Agreement:	Transcontinental Gas Pipe Line Corporation
	Florida Gas Transmission Company
Date of Agreement:	July 11, 1977
Service Rendered:	Transportation

FLORIDA GAS TRANSMISSION COMPANY
RATE SCHEDULE X-152
RATES AND FUEL REQUIREMENTS

RATES:

Pursuant to the provisions of Paragraph 7 of this Rate Schedule, the rate for service under this Rate Schedule shall be the applicable Interruptible Transportation Commodity rate set forth on Sheet No. 46 of this Tariff.

(a) Base Rate:

<u>Point of Receipt</u>	<u>Receipt Zone</u>	<u>Point of Delivery</u>	<u>Delivery Zone</u>
Jeff Davis, MS	Zone 4	Florida @ Vermilion	Zone 3
Jeff Davis, MS	Zone 4	Florida @ St. Helena	Zone 3

(b) Annual Charge Adjustment (ACA)

The applicable ACA unit rate set forth on Sheet No. 60 of this Tariff.

(c) Transportation Fuel Requirements

Transportation Fuel shall be retained at the applicable fuel retention percentages set forth on Sheet No. 44 of this Tariff.

FLORIDA GAS
TRANSMISSION COMPANY

2240 The 1100 Milam Building Houston, Texas 77002 (713) 237-1400

July 11, 1977

Transcontinental Gas Pipe Line Corporation
P. O. Box 1396
Houston, Texas 77001

Re: Gas Transportation

Gentlemen:

This letter will evidence the agreement reached by Florida Gas Transmission Company (Florida) and Transcontinental Gas Pipe Line Corporation (Transco) regarding the referenced subject.

To assist Florida in its efforts to maintain adequate supplies of gas for its customers, Transco has agreed to give its assistance, on a best efforts basis, in receiving and transporting gas for Florida so as to enable Florida to effectively receive into its facilities quantities of gas equivalent to such quantities it has or will purchase from certain producers and wells located in Jefferson Davis and Marion Counties, Mississippi. To accomplish this transportation, it is agreed as follows:

- I. Upon acceptance hereof and receipt of such requisite authorization from the Federal Power Commission as may be necessary, and at the request of Florida, Transco will promptly proceed to tap its existing pipeline and/or install the necessary valves and other appurtenances required to accommodate the receipt of gas tendered by Florida at any or all of the four (4) mutually agreeable locations in or in the proximity of the Sections identified below (the inlet flange or weld connecting the facilities of Transco with the facilities of Florida at each such location will be the delivery point(s) for all purposes hereof):
 - (a) Section 5, Township 6 North, Range 16 West, Jefferson Davis County, Mississippi;
 - (b) Section 7, Township 5 North, Range 18 West, Jefferson Davis County, Mississippi;

Transcontinental Gas Pipe Line Corporation
July 11, 1977
Page 2

- (c) Section 30, Township 5 North, Range 19 West, Marion County, Mississippi; and,
 - (d) Section 35, Township 5 North, Range 12 East, Marion County, Mississippi.
2. Immediately upstream of each delivery point utilized hereunder, or at any other mutually agreeable point or points, Florida will install, operate and maintain, or cause to be installed, operated and maintained, at no expense to Transco except as hereinafter provided, appropriate measuring facilities and appurtenances thereto by which the quantity and BTU content of the gas delivered by or for the account of Florida hereunder at each such delivery point may be properly measured and determined.
 3. It is recognized that certain of the delivery point(s) to be provided pursuant to Paragraph 1 above and certain measuring facilities and appurtenances to be installed pursuant to Paragraph 2 above may also be utilized to accommodate delivery and measurement of gas which Transco may purchase from certain producers and wells for its own system requirements. Unless otherwise provided for in applicable construction, ownership, operation and maintenance agreements now or hereafter entered into between Transco and Florida as to such joint facilities, it is agreed that, upon receipt of proper billing, each party hereto shall reimburse the other party, as applicable, for its pro rata share (to be mutually agreed upon) of all costs incurred by such other party in providing the receiving, measuring and/or appurtenant facilities which will be necessary to accommodate the delivery and measurement of gas for its respective account at each applicable delivery point hereunder. Title to and ownership of any measuring facilities and appurtenances thereto installed pursuant to Paragraph 2 above shall be jointly owned in proportion to each party's respective investment in such facilities. At the time of partial or total abandonment of service hereunder, each party shall pay its proportionate share of the cost of removing such facilities and restoring the premises. Florida shall pay Transco for Transco's proportionate share of the net salvage value of such facilities and full title and ownership thereof shall revert to Florida. In addition, Florida shall reimburse Transco for the cost of deactivating the tap valve assembly at locations where gas is received hereunder only for the account of Florida.

Transcontinental Gas Pipe Line Corporation
July 11, 1977
Page 3

4. (a) Subject to all provisions hereof, Florida will deliver or cause to be delivered to Transco for Florida's account hereunder at the delivery point(s) an aggregate quantity of gas of up to 20,000 dekatherms (a dekatherm is 1,000,000 Btu determined on a gross dry basis) per day, or, such greater or lesser daily quantity as Transco may agree to receive from time to time depending upon its own operations and capacity requirements.
 - (b) Transco will redeliver to Florida quantities equivalent to the aggregate dekatherms received from Florida hereunder, such redelivery to be accomplished at the redelivery point defined as any mutually agreeable existing authorized interconnection between the respective facilities of Transco and Florida in the gas supply area, or, at any other authorized interchange point mutually agreeable to the parties hereto.
 - (c) Such delivery by Florida and redelivery by Transco shall be balanced as soon as practicable and in any event within 30 days, and appropriate dispatching and accounting procedures will be established from time to time by mutual agreement of the parties hereto.
5. Volumes delivered by each party to the other hereunder at each applicable delivery point and redelivery point will be determined by the party hereto responsible for measurement at such point, at a temperature of 60° Fahrenheit and at a pressure of 14.73 pounds per square inch absolute and on the basis of AGA Gas Measurement Committee Report No. 3, including any amendments or revisions thereof. Atmospheric pressure shall be assumed to be 14.7 pounds per square inch. The applicable BTU content shall be determined on a gross dry basis at such aforesaid temperature and pressure conditions utilizing mutually agreeable methods.
 6. Gas delivered and redelivered hereunder shall be merchantable natural gas, shall be dehydrated to contain not more than 7 pounds of water per 1,000 Mcf of gas; shall contain not more than 1.0 grains of hydrogen sulphide per 100 cubic feet; 20 grains of total sulphur per 100 cubic feet; 3% by volume of carbon dioxide and/or nitrogen; nor more than 1% by volume of oxygen; and shall not exceed 120° Fahrenheit in temperature. Neither Transco nor Florida shall be obligated to accept delivery of gas hereunder which does not meet the aforesaid quality specifications, but either will do so so long as the acceptance of gas not meeting the aforesaid quality specifications will not, in the sole judgment of the receiving party, interfere with or detrimentally affect the operation of its pipeline facilities.

Transcontinental Gas Pipe Line Corporation
July 11, 1977
Page 4

7. The transportation of gas hereby provided shall be on a BTU-for-BTU basis. For all quantities transported hereunder, Florida shall pay Transco 3.5¢ per dekatherm provided that this rate is subject to adjustment due to (1) any costs which may be allocated by the Federal Energy Regulatory Commission to such transportation service in a rate proceeding, covering the period such service is rendered, or (2) any charge imputed against such transportation quantities by the Federal Energy Regulatory Commission in setting Transco's rates for any period covered by such transportation service; and further provided, however, that his rate may be amended or superseded from time to time at the initiative of either party by appropriate filing with the Federal Energy Regulatory Commission.
8. As between the parties hereto, and within the context hereof, each such party shall be in exclusive control and possession of the gas and responsible for any damage or injury caused thereby until the same shall have been delivered to such other party, after which delivery such other party shall be deemed to be in exclusive control and possession thereof and responsible for any damage or injury caused thereby.
9. This agreement will remain in effect for five (5) years from the date of first delivery hereunder and will continue thereafter unless and until terminated by either party upon giving not less than 180 days prior written notice to the other party.
10. This agreement will be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto, and its is agreed that either party hereto shall have the right to pledge or mortgage its rights hereunder for security of its indebtedness.
11. Notwithstanding any provision in the above Articles, the following Sections of Transcontinental Gas Pipe Line Corporation's ("Seller") FERC Gas Tariff, Third Revised Volume No. 1 are hereby incorporated into this Rate Schedule between Seller and the shipper ("Buyer") and shall control in the event a conflict exists with any of the above Articles of this Rate Schedule.

Issued by: M. D. White
President
Issued on: July 22, 1991

Effective: August 1, 1991

General Terms and Conditions

- Section 11 - Force Majeure Provision and Contract Entitlements For Force Majeure Or Operating Conditions
- Section 18 - Determination of Deliveries, Allowable Daily Dispatching Variations and Overrun Charges and Penalties
- Section 21 - Rate Zones
- Section 28 - Allocation of Capacity; Allocation of Capacity Anticipated to be Available Through Seller's Daily Scheduling Procedure; Allocation of Capacity Which Becomes Available After Seller's Daily Scheduling Procedures and Curtailment of Interruptible Service

Rate Schedule IT

Subsection 4.3 of Section 4 - Receipt and Deliveries

Section 5 - Scheduling and Balancing

For the purposes of incorporating the above provisions, the term "Buyer's Service Agreement hereunder", as used in Section 5 of the IT Rate Schedule, shall refer to this Rate Schedule.

If the foregoing is in accordance with your understanding of our agreement, please so indicate by signing all copies of this letter in the space provided below, after which two (2) copies should be returned to Florida.

Issued by: M. D. White
President
Issued on: July 22, 1991

Effective: August 1, 1991

Transcontinental Gas Pipe Line Corporation
July 11, 1977
Page 5

The cooperation of Transco in concluding this agreement is very much appreciated.

Very truly yours,

FLORIDA GAS TRANSMISSION
COMPANY

By /s/ J. W. Mims
Vice President

ACCEPTED AND AGREED TO:

TRANSCONTINENTAL GAS PIPE LINE
CORPORATION

By /s/ C. H. Mullendore, Jr.
Vice President

DW
HM
WB

RATE SCHEDULE X-157

Parties to the Agreement:	Transcontinental Gas Pipe Line Corporation
	Florida Gas Transmission Company
Date of Agreement:	March 18, 1977, as amended August 30, 1978
Service Rendered:	Transportation

Issued by: W. J. Bowen, President
Issued on: May 31, 1979

Effective: July 1, 1979

FLORIDA GAS TRANSMISSION COMPANY
RATE SCHEDULE X-157
RATES AND FUEL REQUIREMENTS

RATES:

Pursuant to the provisions of Article IX of this Rate Schedule, the rate for service under this Rate Schedule shall be the applicable Interruptible Transportation Commodity rate set forth on Sheet No. 46 of this Tariff.

(a) Under Paragraph 1:

<u>Point of Receipt</u>	<u>Receipt Zone</u>	<u>Point of Delivery</u>	<u>Delivery Zone</u>
Vermilion Bk. 39	Zone 3	Florida-Vermilion Ph., LA	Zone 3

(b) Annual Charge Adjustment (ACA)

The applicable ACA unit rate set forth on Sheet No. 60 of this Tariff.

(c) Transportation Fuel Requirements

Transportation Fuel shall be retained at the applicable fuel retention percentages set forth on Sheet No. 44 of this Tariff.

TRANSPORTATION AGREEMENT
BETWEEN
TRANSCONTINENTAL GAS PIPE LINE CORPORATION
AND
FLORIDA GAS TRANSMISSION COMPANY

THIS AGREEMENT, entered into this 18th day of March, 1977, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Transco", and FLORIDA GAS TRANSMISSION COMPANY, a Delaware corporation, hereinafter referred to as "Florida Gas".

WITNESSETH:

WHEREAS, in order to obtain additional supplies of natural gas for their respective systems initially from a common source of supply in Vermilion Area Block 22, offshore Louisiana, Transco, Sea Robin Pipeline Company (Sea Robin) and Florida Gas propose to construct, as co-owners, a pipeline and appurtenant facilities from Block 22 to a point of connection with Transco's existing Central Louisiana Gathering System onshore in the Pecan Island area, Vermilion Parish, Louisiana; and

WHEREAS, Florida Gas has requested Transco to receive certain quantities of gas tendered by Florida Gas at the Point of Receipt hereinafter defined and to transport and redeliver an equivalent quantity thereof to Florida Gas at the Point of Redelivery hereinafter defined; and

WHEREAS, Transco is agreeable to transporting such gas under the terms and conditions hereinafter set forth.

NOW, THEREFORE, Transco and Florida Gas agree as follows:

ARTICLE I

DEFINITIONS

1. The term "day" shall mean a period of 24 consecutive hours, beginning and ending at 8:00 a.m. Central Time.

2. The term "month" shall mean the period beginning at 8:00 a.m. on the first day of the calendar month and ending at 8:00 a.m. on the first day of the next succeeding calendar month.

3. The term "gas" or "natural gas" shall mean gas produced from gas wells, gas condensate wells or oil wells, and the residue gas remaining after processing such gas for the removal of liquefiable hydrocarbons therefrom.

4. The term "Mcf" shall mean 1,000 cubic feet of gas.

5. The term "Btu" shall mean one British thermal unit and the term "MMBtu" shall mean 1,000,000 Btu.

6. The term "equivalent quantity" shall mean the aggregate MMBtu of gas deliverable to Florida Gas at the Point of Redelivery during any given period of time which shall be equal to the aggregate MMBtu of gas delivered by Florida Gas at the Point of Receipt less the attributable MMBtu used for fuel and shrinkage (if such gas is processed) and a pro rata share of any gas lost and unaccounted for during any such period of time.

7. The term "Contract Quantity" shall mean the maximum daily volume of gas applicable from time to time which Transco is obligated to accept for transportation hereunder for the account of Florida Gas.

8. The term "liquids" or "liquid hydrocarbons" shall mean condensate produced with the gas deliverable by Florida Gas hereunder.

9. The term "liquefiables" or "liquefiable hydrocarbons" shall mean the ethane and heavier hydrocarbon components contained in the gas stream in a gaseous state that are customarily extracted at gas processing plants.

10. The term "psig" shall mean pounds per square inch gauge.

11. The term "psia" shall mean pounds per square inch absolute.

12. The term "Block 22 Facilities" shall mean all of the facilities for which Sea Robin and/or Transco and Florida Gas have filed a joint application with the Federal Power Commission in Docket No. CP76-455, including the "Block 22 Pipeline" extending from Vermilion Area Block 22, offshore Louisiana to a point of connection with Transco's existing Central Louisiana Gathering System onshore in the Pecan Island area, Vermilion Parish, Louisiana; the "Block 22 Meter Station" located on the Shell Oil Company platform in Block 22; and the "Block 22 Separation Facilities" located adjacent to Transco's Central Louisiana Gathering System onshore near the intracoastal canal in Vermilion Parish, Louisiana.

13. The term "Point of Receipt" shall mean the point of connection of the Block 22 Pipeline with Transco's Central Louisiana Gathering System.

14. The term "Point of Redelivery" shall mean the existing point of interconnection between Transco's Central Louisiana Gathering System and Florida Gas' East White Lake Lateral in Vermilion Parish, Louisiana, or at any other point mutually agreeable to the parties hereto.

ARTICLE II

TERM OF AGREEMENT

This Agreement shall become effective on the date of its execution and shall remain in force for a primary term of eight (8) years from the date of initial delivery of gas for transportation hereunder, and thereafter unless and until terminated by either party giving prior written notice to the other party of not less than one (1) year, which termination may be made effective at the end of said primary term or at the end of any year thereafter.

ARTICLE III

REGULATION

1. The operation of the provisions of this Agreement shall be subject to all applicable governmental statutes and all applicable and lawful orders, rules and regulations.

2. Promptly following the execution of this Agreement, Transco will file and prosecute applications with all necessary regulatory bodies for approval to transport gas as provided herein.

3. In the event the parties hereto are unable to obtain all necessary regulatory approvals for the transportation service acceptable to the parties by April 1, 1977, then either party may terminate this Agreement by giving the other party written notice thereof subsequent to such date, but prior to receipt of such approval.

ARTICLE IV

TRANSPORTATION

1. Subject to the provisions of this Agreement, Transco shall receive and transport on a firm basis for Florida Gas from the Point of Receipt, quantities of gas up to the Contract Quantity and shall redeliver an equivalent quantity of gas to Florida Gas at the Point of Redelivery.

2. Effective upon the date of first delivery hereunder and unless and until reduced as hereinafter provided, the Contract Quantity shall be 40,000 Mcf. It is agreed, however, that Florida Gas may, at its election by not less than six (6) months prior written notice, reduce the Contract Quantity commencing on the first day following the initial year of service hereunder and on the first day of each year thereafter, by an amount not exceeding twenty-five percent (25%) of the initial Contract Quantity of 40,000 Mcf at any such election. In the event additional facilities are required to transport gas owned by Transco and maintain capacity for the Contract Quantity hereunder, Transco will so advise Florida Gas by written notice and Florida Gas shall then have the option to do one of the following:

(a) Terminate the transportation hereunder.

(b) Reduce the Contract Quantity to a level that will eliminate the need for installation of additional facilities.

(c) Notify Transco to install such facilities as may be required to maintain capacity for the Contract Quantity hereunder. If Florida Gas elects to have Transco install such facilities, then Florida Gas agrees to pay to Transco, as a capital contribution, the actual cost of the additional facilities installed to maintain capacity for the Contract Quantity hereunder. In this event, the charges otherwise payable under Article IX hereof shall be adjusted to reflect such capital contribution.

Florida Gas shall have sixty (60) days after receipt of notice from Transco in which to advise Transco in writing of the option selected. Failure to so advise Transco will, at Transco's option, terminate this agreement, effective ninety (90) days from the date of Transco's notice hereinabove provided.

3. It is the intention of Transco that daily redeliveries to Florida Gas hereunder shall be approximately equal to the equivalent quantity due Florida Gas based on the daily receipts by Transco from Florida Gas for transportation hereunder. However, due to variations in operating conditions, daily and monthly redeliveries of the equivalent quantity hereunder by Transco may be greater or lesser than the corresponding receipts of gas by Transco for transportation hereunder. Any such excess or deficiency shall be adjusted or corrected as soon as operating conditions reasonably permit. The respective dispatchers of the parties hereto shall notify, or cause to be notified, each other at the beginning of each day, of the anticipated quantities to be received and redelivered hereunder during such day.

ARTICLE V

LIQUID HYDROCARBON TRANSPORTATION, SEPARATION AND PROCESSING

1. Transco agrees to transport for Florida Gas or its Producer Seller(s) any water-free liquid hydrocarbons (other than oil) produced with and injected into the gas delivered to Transco for transportation hereunder. Florida Gas or its Producer Seller(s) shall remove, or cause to be removed, all such liquid hydrocarbons from the gas delivered hereunder at the Block 22 Separation Facilities. Transco's obligation to transport liquid hydrocarbons hereunder is conditioned upon the execution by Florida Gas or its Producer Seller(s) and Transco, or other operator of the Block 22 Separation Facilities, of an agreement covering the separation of such liquid hydrocarbons. Title to such liquid hydrocarbons shall at all times be retained by Florida Gas or its Producer Seller(s) and Transco shall not be responsible for losses in volumes of injected liquids being transported unless such losses are due to Transco's negligence.

2. Transco shall have the right to commingle the gas and injected liquid hydrocarbons delivered hereunder by Florida Gas or its Producer Seller(s) to Transco with gas and/or injected liquid hydrocarbons (other than oil) delivered to Transco by other parties, and Transco shall likewise have the right to transport such gas and/or injected liquid hydrocarbons for other parties. Florida Gas or its Producer Seller(s) and other parties shall be responsible for the division between owners of all liquid hydrocarbons so removed at the Block 22 Separation Facilities.

3. Florida Gas or its Producer Seller(s) shall pay Transco 20.00¢ per barrel redelivered at the Separation Facilities for such liquids transported hereunder or such greater or lesser fee as may be prescribed by the Federal Power Commission in any area rate proceeding, statement of general policy, rulemaking or other proceeding applicable to the transportation of liquid hydrocarbons hereunder. Sufficient capacity exists in that portion of Transco's Central Louisiana Gathering System utilized hereunder as of the date of this Agreement to provide the service contemplated hereunder and similar service now being provided by Transco for others; however, in the event additional facilities are required by Transco to transport liquid hydrocarbons to the Block 22 Separation Facilities, then the aforesaid cost for transporting liquid hydrocarbons hereunder shall be adjusted to reflect the proportionate costs for the installation and operation of the additional pipeline and related required facilities as well as gas lost due to said construction.

4. Transco shall likewise be reimbursed by Florida Gas for any taxes or other assessments or charges, present or future, if any are assessed against and paid by Transco by reason of said transportation of liquids performed for Florida Gas or its Producer Seller(s) by Transco hereunder.

5. Florida Gas or its Producer Seller(s) may, by giving written notice thereof, exercise its right to process or have the gas delivered hereunder processed, at or upstream of the Point of Redelivery, conditioned as follows:

(a) Such processing shall be at either (i) the existing onshore point on Transco's Central Louisiana Gathering System where Mobil Oil Corporation now operates the Cow Island gas processing plant, or, (ii) at another point on Transco's Central Louisiana Gathering System mutually acceptable to Transco and Florida, provided that residue gas resulting from processing at such point shall not be redelivered into Transco's Central Louisiana Gathering System for further transportation hereunder upstream of the point thereon where gas is now being delivered for processing in said Cow Island processing plant. Such processing shall be for the recovery and disposition solely by Florida Gas or its Producer Seller(s) and the plant owners or suppliers of gas to the plant of liquefiable hydrocarbons (other than methane, except methane necessarily removed in such processing), sulphur, helium, and other gaseous components.

(b) Transco shall deliver to Florida Gas or its Producer Seller(s) for processing at such point selected pursuant to (a) above, a volume of gas containing, to the extent possible in view of separation and other operations hereunder, the same number of gallons of propane and heavier hydrocarbons as are contained in the gas delivered at the Point of Receipt hereunder. The applicable liquefiable hydrocarbon content of the gas delivered at the Point of Receipt and at the point of processing hereunder will be determined by using industry analytical procedures and sampling periods mutually agreeable to Florida Gas and Transco.

(c) Transco agrees to install or cause to be installed with Florida Gas' approval all new facilities and equipment necessary to effectuate the delivery and redelivery of gas for processing at the point and in the manner hereinabove provided; however, in the event any such new or additional facilities and equipment are required for such processing, then the transportation rate provided in Article IX hereof shall be adjusted to reflect the costs for such additional installation and construction costs, if any, so incurred by Transco, including without limitation, the cost of necessary pipeline taps, valves, measuring stations, and gas vented by Transco in making the required delivery and return connections to its Central Louisiana Gathering System.

(d) Transco, without incurring any liability of any kind by so doing, shall for all purposes hereof be entitled to rely upon the written statement furnished by the operator of the processing plant processing Florida's or its Producer Seller's gas hereunder showing the

total MMBtu quantities and liquefiable hydrocarbon content of gas delivered for processing during the calendar month in which such processing occurs, the total MMBtu of gas used or consumed as fuel or lost by shrinkage in the operation of such processing facilities, and Florida Gas' or its Producer Seller's share of the MMBtu gas so used and/or consumed as fuel and/or lost by shrinkage.

(e) Florida Gas shall furnish Transco with a conformed copy of any processing agreement which Florida Gas or its Producer Seller(s) enter into pursuant to this Article V.

(f) Residue gas delivered to Transco after such processing operation shall not be at a temperature in excess of 10° Fahrenheit above the temperature of the gas delivered for processing and shall meet the quality specifications set forth in Article VII hereof provided that such gas when delivered by Transco for processing meets such quality specifications except for the temperature requirement which shall be as provided in (g) below.

(g) Transco shall deliver gas for processing hereunder at operating pressures between 800 and 1,000 psig and at temperatures not in excess of 100° Fahrenheit. Florida Gas or its Producer Seller(s) shall be obligated to provide such compression as may be necessary to make up any pressure drop resulting from separating liquids and processing of its gas in excess of sixty-five (65) psig.

(h) Florida Gas agrees to indemnify and save Transco harmless from all losses, damages and expenses which may occur or be asserted by reason of accidents or occurrences resulting from custody of the gas and operations in processing gas hereunder.

ARTICLE VI

DELIVERY PRESSURE

1. Delivery of gas by Florida Gas to Transco for transportation hereunder shall be at pressures necessary to effect the delivery of such gas to Transco at the Point of Receipt, which pressure shall not be in excess of 975 psig without the mutual consent of Transco and Florida Gas.

2. Redelivery of gas hereunder by Transco to Florida Gas shall be at pressures necessary to effect the delivery of such gas into the receiving facilities of Florida Gas, at the Point of Redelivery, which pressure shall not be in excess of 750 psig without the mutual consent of Transco and Florida Gas.

ARTICLE VII

QUALITY

1. All gas delivered at the Point of Receipt and redelivered at the Point of Redelivery under the terms of this agreement shall conform to the following specifications:

(a) Solids - The gas shall be free from objectionable odors, solid matter, dust, gums and gum-forming constituents which might interfere with its merchantability or cause injury to or interference with proper operation of the lines, meters, regulators or other appliances through which it flows.

(b) Carbon Dioxide - The gas shall not at any time have a carbon dioxide content in excess of three percent (3%) by volume.

(c) Water - The gas shall be free of water in liquid form.

(d) Hydrogen Sulphide - The gas shall not contain more than one (1) grain of hydrogen sulphide per one hundred (100) cubic feet.

(e) Total Sulphur - The gas shall not contain more than twenty (20) grains of total sulphur per one hundred (100) cubic feet.

(f) Heating Value - The gas shall have a total or gross heating value of not less than nine hundred fifteen (915) Btu's per cubic foot as determined under Article VIII, Section 4(a) hereof.

(g) Temperature - The gas shall not be delivered or redelivered at a temperature of more than one hundred twenty degrees (120 degrees) Fahrenheit.

(h) Water Vapor Content - The gas shall contain not in excess of seven (7) pounds of water vapor per million cubic feet.

2. If any gas offered for delivery or redelivery hereunder shall fail at any time to conform to the standards set forth in this Article VII, then the party receiving such gas shall notify the party delivering such gas of the deficiency and thereupon may, at the option of the receiving party, refuse to accept delivery pending correction by such other party.

ARTICLE VIII

MEASUREMENT

1. The quantity of gas delivered by Florida Gas from Vermilion Area Block 22 to Transco at the Point of Receipt shall be measured at the Block

22 Meter Station. Florida Gas and Transco shall rely upon an allocation statement to be supplied by Shell Oil Company in determining the quantities of gas received for transportation at the Point of Receipt. The quantity of all gas delivered for processing and received after processing pursuant to Article V hereof, and, the quantity of all gas redelivered by Transco at the Point of Redelivery shall be measured by appropriate measuring and related equipment installed, operated and maintained or to be installed, operated and maintained by Transco.

2. The unit of volume for all purposes hereunder shall be one (1) cubic foot of natural gas at a temperature of sixty degrees (60 degrees) Fahrenheit and at a pressure of fourteen and seventy-three hundredths (14.73) psia.

3. Orifice meters installed in measuring stations used in the measurement of the gas to be received and redelivered hereunder shall be operated and the gas volumes calculated therefrom in accordance with the joint Bureau of Standards, AGA, ASME specifications published in the 1969 revision of Gas Measurement Committee Report No. 3 of the American Gas Association (except that orifice thermal expansion shall be ignored) and any subsequent modification and amendment thereof as agreed upon by the parties and shall include the use of flange connections, straightening vanes and pulsation dampening equipment where necessary.

4. The volume and the total heating value of the gas received and redelivered hereunder shall be determined as follows:

(a) Total heating value shall mean the number of Btus produced by the combustion in air (at the same temperature and pressure as the gas) of one (1) cubic foot of gas at a temperature of sixty degrees (60°) Fahrenheit when saturated with water vapor and at a constant pressure of fourteen and seventy-three hundredths (14.73) psia, after cooling the products of combustion to the initial temperature of the gas and air, and after condensation of the water formed by combustion.

(b) The total heating value of the gas received and redelivered hereunder shall be determined at each applicable point for any month by (i) the continuous use of a recording calorimeter; (ii) by running a sample taken by a continuous sampling device on a recording calorimeter; or (iii) by such other equipment or method as may be mutually agreed upon by the parties hereto. The total heating value of gas delivered at the Point of Receipt and redelivered at the Point of Redelivery shall be determined, or caused to be determined, by Florida Gas. The total heating value of the gas so determined at each such point shall be deemed applicable for all purposes hereof until the next such determination is made. It is provided, however, that in the event the gas delivered by Florida Gas hereunder is processed pursuant to the provisions of Article V, hereof, Transco shall determine, or cause to be determined, the heating value of such gas

at the tailgate of the processing plant by the continuous use of a recording calorimeter or such other method as may be mutually agreed upon by the parties hereto.

(c) The temperature of the gas passing through each meter utilized hereunder shall be determined for any day by the continuous use of a recording thermometer so installed that it may properly record the temperature of the gas flowing through each such meter. The average reading of the temperature so recorded each day shall be used in computing applicable gas volumes.

(d) The specific gravity of the gas passing through each meter utilized hereunder shall be determined by the use of a recording gravitometer of approved type which shall be checked at least once each month by the use of Edward's Balance or any other approved method mutually agreed upon.

(e) The measurement hereunder shall be corrected for deviation from Ideal Gas Laws at the pressures and temperatures under which gas is measured hereunder by the use of the NX-19 formula appearing in the manual entitled "PAR Research Project NX-19, Extension of Range of Supercompressibility Tables," AGA Catalogue No. 48/PR, published by the AGA in 1963.

(f) The atmospheric pressure is assumed to be fourteen and seven-tenths (14.7) pounds per square inch, irrespective of variations in natural atmospheric pressure from time to time.

5. (a) The accuracy of the measuring equipment, including recording calorimeters and gravitometers, shall be verified at least once each month in the presence of representatives of both parties. In the event either party shall notify the other party that it desires a special test of any such measuring equipment, the parties shall cooperate to secure a prompt verification of the accuracy of such equipment. The expense of any such special test, if requested, shall be borne by the party requesting the test if the measuring equipment tested is found to be in error in the aggregate by not more than one percent (1%).

If, upon test, any measuring equipment, including recording calorimeters and gravitometers, is found to be in error in the aggregate by not more than one percent (1%), previous recordings of such equipment shall be considered accurate in computing deliveries of gas, but such equipment shall be adjusted at once to zero error.

If, upon test, any measuring equipment, including recording calorimeters and gravitometers, shall be found in the aggregate to be inaccurate by an

amount exceeding one percent (1%) at a recording corresponding to the average hourly rate of flow for the period since the last preceding test, then any previous recordings of such equipment shall be corrected to zero for any period which is known definitely, but in case the period is not known or agreed upon, such correction shall be for a period extending over one-half of the time elapsed since the date of the last test, not exceeding a correction period of sixteen (16) days.

6. In the event any measuring equipment, including recording calorimeters and gravimeters, is out of service or registering inaccurately, the quantities of gas delivered or redelivered during such period shall be determined as follows:

(a) By using the registration of any checkmeters or other instruments, if installed and accurately registering; or in the absence of subsection (a),

(b) By correcting the error if the percentage of error is ascertainable by calibration, tests or mathematical calculation; or in the absence of both subsections (a) and (b), then,

(c) By estimating the quantity delivered or redelivered by deliveries or redeliveries during periods under similar conditions when such equipment was registering accurately.

7. Each party hereto shall, upon request of the other party, mail or deliver for checking and calculation all meter charts and records used by it in the determination of the volumes and heat content of gas delivered or redelivered hereunder not sooner than thirty (30) days after the last chart or record for each billing period is available. Such charts shall be returned within thirty (30) days after the receipt thereof.

8. Each party shall preserve or cause to be preserved for mutual use all test data, charts or other similar records in accordance with the applicable rules and regulations of the Federal Energy Regulatory Commission or other regulatory bodies having jurisdiction with respect to the retention of such records.

ARTICLE IX

PRICE

1. Florida Gas shall pay Transco 1.25¢ per MMBtu of gas received for transportation at the Point of Receipt.

2. It is agreed that Transco shall not be liable for any gas gathering, occupation or production, severance or sales tax, or taxes of similar nature or equivalent in effect which are now or hereafter validly imposed by any lawful authority with respect to the gas transported pursuant to this Agreement.

3. The charges for transportation service hereunder shall be subject to increase or decrease pursuant to any order issued in any rate proceeding of Transco. Florida Gas agrees that Transco shall have the right to effect changes in charges hereunder and to seek authorization from duly constituted regulatory authorities for such adjustment of its rates and charges from time to time hereunder as may be needed to assure Transco just and reasonable rates for the services performed hereunder, without prejudice to the right of Florida Gas to contest such changes.

ARTICLE X

BILLING AND PAYMENT

1. Transco shall render its bill on or before the tenth (10th) day of each month for the charges due for service rendered hereunder during the preceding calendar month and Florida Gas shall pay Transco for such billing on or before the twentieth (20th) day of each month; provided, however, that if presentation of a bill is delayed beyond the day when due, then the time of payment thereof shall be extended accordingly. Any payment by Florida Gas shall not prejudice the right of Florida Gas to adjustment of any bill to which it has taken, or may within one year after receipt thereof take, exception. Any amount not paid when due shall bear interest, as provided in the applicable provisions of the General Terms and Conditions of Transco's FERC Gas Tariff, as same may be effective from time to time.

ARTICLE XI

POSSESSION OF GAS

1. Transco shall be deemed to be in possession of and fully responsible for Florida Gas' gas transported hereunder only when and to the extent that such gas is in and is being handled by the facilities owned and operated by or for the account of Transco hereunder in the performance of Transco's obligations pursuant to this agreement.

2. The party in control and possession of the gas shall be responsible for and shall indemnify the other party in respect of any losses, injuries, claims, liabilities or damages caused thereby and occurring while the gas is in the former's possession.

ARTICLE XII

TITLE AND WARRANTY

Florida Gas hereby warrants that it has good title to all the gas delivered by it to Transco hereunder free and clear of all liens, encumbrances, and claims whatsoever and agrees to indemnify Transco against any loss or cost incurred by it on account of any such liens, encumbrances, and claims whatsoever. Transco warrants that at the time of redelivery to Florida Gas, the gas redelivered hereunder shall be free and clear of all liens, encumbrances and claims whatsoever and agrees to indemnify Florida Gas against any loss or cost incurred by it on account of any such liens, encumbrances and claims whatsoever.

ARTICLE XIII

NOTICES

1. Any notice, request, demand, statement, bill or payment provided for in this agreement, or any notice which a party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed to the other party at the following address:

(a) if to Transco:

Transcontinental Gas Pipe Line Corporation
Post Office Box 1396
Houston, Texas 77001
Attention: John C. Boehm, Vice President

(b) if to Florida Gas for billing and accounting matters:

Florida Gas Transmission Company
Post Office Box 44
Winter Park, Florida 32789
Attention: Gas Accounting Department

(c) if to Florida Gas for matters other than (b):

Florida Gas Transmission Company
2240 The 1100 Milam Building
Houston, Texas 77002
Attention: Gas Supply Department

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

3. Routine dispatching contacts and communications may be handled orally or in writing between the respective designated representatives of Transco and Florida Gas.

ARTICLE XIV

FORCE MAJEURE

1. In the event of either party hereto being rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this agreement, other than to make payments theretofore accrued hereunder, it is agreed that on such party giving notice and full particulars of such Force Majeure in writing or by telegraph to the other party as soon as possible after the occurrence of the cause relied on, then the obligations of the party giving such notice, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused but for no longer period, and such cause shall as far as possible be remedied with all reasonable dispatch. The term "Force Majeure" as used herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of governments and people, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, the necessity for making repairs to or alterations of lines of pipe, freezing of wells or lines of pipe, and other causes, whether of the kind herein enumerated or otherwise, not within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not

require the settlement of strikes or lockouts by acceding to the demands of opposing party when such course is inadvisable in the discretion of the party having the difficulty.

2. In no event shall a condition of Force Majeure affecting either party hereto be construed as relieving any such party of its obligation to balance delivery and redelivery accounts in the manner provided in Section 3 of Article IV hereof.

ARTICLE XV
MISCELLANEOUS

1. No modifications of the terms and provisions of this agreement shall be or become effective except by the execution of a supplementary written agreement.

2. No waiver by either party of any one or more defaults by the other party in 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 a different character.

3. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and it is agreed that either party hereto shall have the right to pledge or mortgage its rights hereunder for security of its indebtedness.

ARTICLE XVI

Notwithstanding any provision in the above Articles, the following Sections of Transcontinental Gas Pipe Line Corporation's ("Seller") FERC Gas Tariff, Third Revised Volume No. 1 are hereby incorporated into this Rate Schedule between Seller and the shipper ("Buyer") and shall control in the event a conflict exists with any of the above Articles of this Rate Schedule.

General Terms and Conditions

- | | |
|--------------|--|
| Section 11 - | Force Majeure Provision and Contract Entitlements For Force Majeure Or Operating Conditions |
| Section 18 - | Determination of Deliveries, Allowable Daily Dispatching Variations and Overrun Charges and Penalties |
| Section 21 - | Rate Zones |
| Section 23 - | Restatement of Quantities in Thermal Units |
| Section 28 - | Allocation of Capacity; Allocation of Capacity Anticipated to be Available Through Seller's Daily Scheduling Procedure; Allocation of Capacity Which Becomes Available After Seller's Daily Scheduling Procedures and Curtailment of Interruptible Service |

Rate Schedule FT

Subsection 4.4 of Section 4 - Receipt and Deliveries

Section 5 - Scheduling and Balancing

Section 10 - Buyer's Responsibilities

Section 11 - Seller's Responsibilities

For the purposes of incorporating the above provisions, the term "TCQ", as used in Sections 5, 10 and 11 of Rate Schedule FT, shall mean the maximum quantity of gas Transco has an obligation to receive and deliver under this Rate Schedule; and the term "Buyer's Service Agreement hereunder", as used in Section 5 of the FT Rate Schedule, shall refer to this Rate Schedule.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective representatives thereunto duly authorized, on the day and year first above written.

ATTEST:

TRANSCONTINENTAL GAS PIPE
LINE CORPORATION

By /s/ Virginia L. O'Brien
Assistant Secretary

By /s/ John C. Boehm
Vice President WB

Issued by: M. D. White
President
Issued on: July 22, 1991

Effective: August 1, 1991

FLORIDA GAS TRANSMISSION
COMPANY

ATTEST:

By /s/ J. W. Mims
Vice President

By /s/ A. R. Byington, Jr.
Assistant Secretary

RATE SCHEDULE X-197

Parties to the Agreement:	Transcontinental Gas Pipe Line Corporation Florida Gas Transmission Company
Date of Agreement:	December 13, 1978, as amended March 18, 1980
Service Rendered:	Transportation

Issued by: Lundy R. Wright, Jr., Vice President - Rates
Issued on: August 20, 1981

Effective: September 21, 1981

FLORIDA GAS TRANSMISSION COMPANY
RATE SCHEDULE X-197
RATES AND FUEL REQUIREMENTS

RATES:

Pursuant to the provisions of Paragraph 5 of this Rate Schedule, the rate for service under this Rate Schedule shall be the applicable Interruptible Transportation Commodity rate set forth on Sheet No. 46 of this Tariff.

(a) Base Rate:

<u>Point of Receipt</u>	<u>Receipt Zone</u>	<u>Point of Delivery</u>	<u>Delivery Zone</u>
Deen Wells, Bassfield, MS	Zone 4	Florida @ Vermilion	Zone 3
Deen Wells, Bassfield, MS	Zone 4	Florida @ St. Helena	Zone 3

(b) Annual Charge Adjustment (ACA)

The applicable ACA unit rate set forth on Sheet No. 60 of this Tariff.

(c) Transportation Fuel Requirements

Transportation Fuel shall be retained at the applicable fuel retention percentages set forth on Sheet No. 44 of this Tariff.

TRANSCONTINENTAL GAS
PIPE LINE CORPORATION

A Subsidiary of Transco Companies Inc.

2700 South Post Oak Road
P. O. Box 1396
Houston, Texas 77001

December 13, 1978

Florida Gas Transmission Company
Mr. John L. Hanst, Vice President
2240 The 1100 Milam Building
Houston, Texas 77002

Re: Gas Transportation

Gentlemen:

This letter will evidence the agreement reached by Florida Gas Transmission Company (Florida) and Transcontinental Gas Pipe Line Corporation (Transco) regarding the referenced subject.

To assist Florida in its efforts to maintain adequate supplies of gas for its customers, Transco has agreed to give its assistance, on a best efforts basis, in receiving and transporting gas for Florida so as to enable Florida to effectively receive into its facilities quantities of gas equivalent to quantities it will purchase from certain producers and wells located in Jefferson Davis County, Mississippi. To accomplish this transportation, it is agreed as follows:

- I. Transco will receive gas tendered by Florida at the inlet flange or weld connecting the facilities of Transco with the facilities of Florida or its producer seller at each of the following wells:
 - (a) D. R. Deen Well, Section 28, Township 7 North, Range 17 West, Jefferson Davis County, Mississippi; and
 - (b) G. L. Deen Well, Section 27, Township 7 North, Range 17 West, Jefferson Davis County, Mississippi.

Florida Gas Transmission Company
December 13, 1978
Page 2

2. Transco presently has facilities connecting the sources of gas but it will be necessary that a tap, valve, metering and regulating station and other appurtenances be installed to accommodate the delivery of gas to Florida's system at a proposed interconnection near the No. 1 Booth Well located in Section 3, Township 6 North, Range 17 West, Jefferson Davis County, Mississippi. Transco will construct, own and operate such facilities, but Florida will reimburse Transco or cause Transco to be reimbursed for their installed cost.
3. (a) Subject to all provisions hereof, Transco will receive from Florida or for Florida's account hereunder at the locations specified in Paragraph 1 hereof, an aggregate quantity of gas of up to 1,800 dekatherms per day (a dekatherm is 1,000,000 Btu determined on a gross dry basis) or, such greater or lesser daily quantity as Transco may agree to receive from time to time depending upon its own operations and capacity requirements.
- (b) Transco will deliver to Florida at the location specified in Paragraph 2 hereof, the Transco-Florida interconnection in St. Helena Parish, Louisiana or the Transco-Florida interconnection in Vermilion Parish, Louisiana, quantities equivalent on a heating value basis to the aggregate dekatherms received from Florida or for Florida's account hereunder. Delivery of gas hereunder by Transco to Florida shall be at pressures necessary to effect the delivery of such gas into the receiving facilities of Florida, but Transco shall not be obligated to deliver gas at pressures in excess of those existing on Transco's facilities at the point of delivery from time to time.
- (c) It is the intention of Transco that daily deliveries to Florida hereunder shall be approximately equal on a heating value basis to daily receipts by Transco from or for the account of Florida for transportation hereunder. However, due to variations in operating conditions, daily and monthly deliveries hereunder by Transco may be greater or lesser than the corresponding receipts of gas by Transco for transportation. Any such excess or deficiency shall be adjusted or corrected in gas as soon as operating conditions reasonably permit.

Florida Gas Transmission Company
December 13, 1978
Page 3

4. Volumes delivered by or for the account of each party to the other hereunder at each applicable receipt point and delivery point will be determined by the party responsible for measurement at such point, at a temperature of 60° Fahrenheit and at a pressure of 14.73 pounds per square inch absolute and on the basis of AGA Gas Measurement Committee Report No. 3, including any amendments or revisions thereof. Atmospheric pressure shall be assumed to be 14.7 pounds per square inch. The applicable BTU content shall be determined on a gross, dry basis utilizing mutually agreeable methods.
5. The transportation of gas hereby provided shall be on a BTU-for-BTU basis. For all quantities transported hereunder, Florida shall pay Transco 3.5¢ per dekatherm provided that this rate is subject to adjustment due to (1) any costs which may be allocated by the Federal Energy Regulatory Commission to such transportation service in a rate proceeding, covering the period such service is rendered, or (2) any charge imputed against such transportation service by the Federal Energy Regulatory Commission in setting Transco's rates for any period covered by such transportation service. This rate may be amended or superseded from time to time at the initiative of either party by appropriate filing with the Federal Energy Regulatory Commission.
6. Transco shall not be liable for any gas gathering, occupation, production, severance, sales or first use tax, or taxes of a similar nature or equivalent effect which are now or hereafter validly imposed by any lawful authority on the gas transported pursuant to this agreement or on the production thereof.
7. Florida shall be deemed in control and possession of the gas to be transported hereunder until it shall have been received by Transco. Transco shall be deemed in control and possession of the gas transported hereunder only when and to the extent that such gas is in and is being handled by the facilities owned and operated by Transco in the performance of Transco's obligations under this agreement. The party in control and possession of the gas shall be responsible for and shall indemnify the other party in respect to any losses, injuries, claims, liabilities or damages caused thereby and occurring while the gas is in its possession.
8. This agreement will remain in effect for a primary term of one (1) year from the date of first delivery and from year to year thereafter until cancelled by either party upon ninety (90) days written notice to the other party.

Issued by: W. J. Bowen, President
Issued on: June 18, 1979

Effective: May 10, 1979

Florida Gas Transmission Company
December 13, 1978
Page 4

9. This agreement will be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto, and it is agreed that either party hereto shall have the right to pledge or mortgage its rights hereunder for security of its indebtedness.
10. This agreement is subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction and is subject to receipt of appropriate authorizations from the Federal Energy Regulatory Commission for the service contemplated herein.
11. Notwithstanding any provision in the above Articles, the following Sections of Transcontinental Gas Pipe Line Corporation's ("Seller") FERC Gas Tariff, Third Revised Volume No. 1 are hereby incorporated into this Rate Schedule between Seller and the shipper ("Buyer") and shall control in the event a conflict exists with any of the above Articles of this Rate Schedule.

General Terms and Conditions

- Section 11 - Force Majeure Provision and Contract Entitlements For Force Majeure Or Operating Conditions
- Section 18 - Determination of Deliveries, Allowable Daily Dispatching Variations and Overrun Charges and Penalties
- Section 21 - Rate Zones
- Section 28 - Allocation of Capacity; Allocation of Capacity Anticipated to be Available Through Seller's Daily Scheduling Procedure; Allocation of Capacity Which Becomes Available After Seller's Daily Scheduling Procedures and Curtailment of Interruptible Service

Rate Schedule IT

- Subsection 4.3 of Section 4 - Receipt and Deliveries
- Section 5 - Scheduling and Balancing

For the purposes of incorporating the above provisions, the term "Buyer's Service Agreement hereunder", as used in Section 5 of the IT Rate Schedule, shall refer to this Rate Schedule.

Issued by: M. D. White
President
Issued on: July 22, 1991

Effective: August 1, 1991

RATE SCHEDULE X-215

Parties to the Agreement:	Transcontinental Gas Pipe Line Corporation Florida Gas Transmission Company
Date of Agreement:	February 9, 1979, as amended March 18, 1980
Service Rendered:	Transportation

Note: By order issued June 5, 1979 in Docket No. CP79-229, the Commission required the following which differs from a provision in the attached agreement: Imbalances in deliveries shall be corrected within 90 days of their occurrence. The requirement in the order governs in the rendition of this service.

FLORIDA GAS TRANSMISSION
RATE SCHEDULE X-215
RATES AND FUEL REQUIREMENTS

RATES:

Pursuant to the provisions of Paragraph 6 of this Rate Schedule, the rate for service under this Rate Schedule shall be the applicable Interruptible Transportation Commodity rate set forth on Sheet No. 46 of this Tariff.

(a) Base Rate:

<u>Point of Receipt</u>	<u>Receipt Zone</u>	<u>Point of Delivery</u>	<u>Delivery Zone</u>
Bassfield, MS	Zone 4	Florida @ Vermilion	Zone 3

(b) Annual Charge Adjustment (ACA)

The applicable ACA unit rate set forth on Sheet No. 60 of this Tariff.

(c) Transportation Fuel Requirements

Transportation Fuel shall be retained at the applicable fuel retention percentages set forth on Sheet No. 44 of this Tariff.

TRANSCONTINENTAL GAS PIPE
LINE CORPORATION

A Subsidiary of Transco Companies Inc.

2700 South Post Oak Road
P. O. Box 1396
Houston, Texas 77001

February 9, 1979

Florida Gas Transmission Company
Mr. John L. Hanst, Vice President
2240 The 1100 Milam Building
Houston, Texas 77002

Gentlemen:

Florida Gas Transmission Company (Florida) has requested Transcontinental Gas Pipe Line Corporation (Transco) to (a) receive from Florida quantities of natural gas of up to 10,000 dekatherms per day to be purchased by Florida, from its affiliate Florida Gas Exploration Company and certain working interest partners, from various wells in the Bassfield Field area, Jefferson Davis County, Mississippi and (b) redeliver, on a best efforts basis, equivalent quantities to Florida's system at the Transco-Florida interconnection in St. Helena Parish, Louisiana (St. Helena), or the Transco-Florida interconnection in Vermilion Parish, Louisiana (Vermilion). (A dekatherm (dt) is 1,000,000 British thermal units determined on a gross, dry basis).

Transco is willing to assist Florida in the transportation of such quantities of natural gas, subject to the following terms and conditions:

1. Transco will receive such gas tendered by Florida at the inlet flange or weld connecting the facilities of Transco with the facilities of Florida at a proposed interconnection in or in the proximity of Section 22, Township 6 North, Range 17 West, Jefferson Davis County, Mississippi. It will be necessary that a tap, valve, metering and regulating station and other appurtenances be installed to accommodate the receipt of gas into Transco's system. Transco will construct, own, maintain and operate such facilities, but Florida will reimburse Transco or cause Transco to be reimbursed for their installed cost.

Florida Gas Transmission Company
February 9, 1979
Page 2

2. Subject to all provisions hereof, Transco will receive from Florida, an aggregate quantity of gas of up to 18,000 dt per day or such greater or lesser daily quantity as Transco may agree to receive from time to time depending upon its own operations and capacity requirements.
3. Transco will redeliver to Florida at the St. Helena or Vermilion points of delivery, quantities equivalent on a heating value basis to the aggregate dekatherms received from Florida hereunder. Florida shall deliver gas hereunder at pressures necessary to effect the receipt of such gas into Transco's system, but not in excess of Transco's maximum allowable operating pressure. Redelivery of gas hereunder by Transco to Florida shall be at pressures existing in Transco's facilities at the points of delivery from time to time.
4. It is the intention of Transco that daily deliveries to Florida hereunder shall be equal on a heating value basis to daily receipts by Transco from Florida for transportation hereunder. However, due to variations in operating conditions, daily and monthly deliveries hereunder by Transco may be greater or lesser than the corresponding receipts of gas by Transco for transportation. Any such excess or deficiency shall be adjusted or corrected in gas as soon as operating conditions reasonably permit.
5. Volumes delivered by each party to the other hereunder at each applicable receipt point and delivery point will be determined by the party responsible for measurement at such point, at a temperature of 60° Fahrenheit and at a pressure of 14.73 pounds per square inch absolute and on the basis of AGA Gas Measurement Committee Report No. 3, including any amendments or revisions thereof. Atmospheric pressure shall be assumed to be 14.7 pounds per square inch. The applicable Btu content shall be determined on a gross, dry basis utilizing mutually agreeable methods.
6. For all quantities transported hereunder, Florida shall pay Transco 3.5¢ per dt, provided that this rate is subject to adjustment due to (1) any costs which may be allocated by the Federal Energy Regulatory Commission to such transportation service in a rate proceeding, covering the period such service is rendered, or (2) any charge imputed against such transportation service by the Federal Energy Regulatory Commission in setting Transco's rates for any period covered by such transportation service. This rate may be amended or superseded from time to time at the initiative of either party by appropriate filing with the Federal Energy Regulatory Commission.

Florida Gas Transmission Company
February 9, 1979
Page 3

7. Transco shall not be liable for any gas gathering, occupation, production, severance, sales or first use tax, or taxes of a similar nature or equivalent effect which are now or hereafter validly imposed by any lawful authority on the gas transported pursuant to this agreement or on the production thereof.
8. Florida shall be deemed in control and possession of the gas to be transported hereunder until it shall have been received by Transco. Transco shall be deemed in control and possession of the gas transported hereunder only when and to the extent that such gas is in and is being handled by the facilities owned and operated by Transco in the performance of Transco's obligations under this agreement. The party in control and possession of the gas shall be responsible for and shall indemnify the other party in respect to any losses, injuries, claims, liabilities or damages caused thereby and occurring while the gas is in its possession.
9. This agreement will remain in effect for a primary term of one (1) year from the date of first delivery and from year to year thereafter until cancelled by either party upon ninety (90) days written notice to the other party.
10. This agreement will be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto, and it is agreed that either party hereto shall have the right to pledge or mortgage its rights hereunder for security of its indebtedness.
11. This agreement is subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction and is subject to receipt of appropriate authorizations from the Federal Energy Regulatory Commission for the service contemplated herein.
12. Notwithstanding any provision in the above Articles, the following Sections of Transcontinental Gas Pipe Line Corporation's ("Seller") FERC Gas Tariff, Third Revised Volume No. 1 are hereby incorporated into this Rate Schedule between Seller and the shipper ("Buyer") and shall control in the event a conflict exists with any of the above Articles of this Rate Schedule.

Issued by: M. D. White
President
Issued on: July 22, 1991

Effective: August 1, 1991

Florida Gas Transmission Company
February 9, 1979
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General Terms and Conditions

- Section 11 - Force Majeure Provision and Contract Entitlements For Force Majeure Or Operating Conditions
- Section 18 - Determination of Deliveries, Allowable Daily Dispatching Variations and Overrun Charges and Penalties
- Section 21 - Rate Zones
- Section 28 - Allocation of Capacity; Allocation of Capacity Anticipated to be Available Through Seller's Daily Scheduling Procedure; Allocation of Capacity Which Becomes Available After Seller's Daily Scheduling Procedures and Curtailment of Interruptible Service

Rate Schedule IT

- Subsection 4.3 of Section 4 - Receipt and Deliveries
- Section 5 - Scheduling and Balancing

For the purposes of incorporating the above provisions, the term "Buyer's Service Agreement hereunder", as used in Section 5 of the IT Rate Schedule, shall refer to this Rate Schedule.

If the foregoing is in accordance with your understanding of our agreement, please so indicate by signing both copies of this letter in the space provided below and returning one copy to Transco.

Yours very truly,

TRANSCONTINENTAL GAS PIPE
LINE CORPORATION

By /s/ H. J. Miller, Jr.

H. J. Miller, Jr. DW
Vice President - Marketing WB

ACCEPTED AND AGREED TO:

FLORIDA GAS TRANSMISSION COMPANY

By /s/ John L. Hanst
Vice President

RATE SCHEDULE X-263

Parties to the Agreement:	Transcontinental Gas Pipe Line Corporation
	Florida Gas Transmission Company
Date of Agreement:	April 17, 1985, as amended February 28, 1986
Service Rendered:	Transportation

Issued by: H. J. Miller, Jr.
Senior Vice President - Planning & Rates
Issued on: July 21, 1986

Effective: June 13, 1986

FLORIDA GAS TRANSMISSION COMPANY
RATE SCHEDULE X-263
RATES AND FUEL REQUIREMENTS

RATES:

Pursuant to the provisions of Article VIII of this Rate Schedule, the rate for service under this Rate Schedule shall be the applicable Interruptible Transportation Commodity rate set forth on Sheet No. 46 of this Tariff.

(a) Base Rate:

<u>Point of Receipt</u>	<u>Receipt Zone</u>	<u>Point of Delivery</u>	<u>Delivery Zone</u>
Jones Co., MS	Zone 4	Florida - Vermilion	Zone 3
Jones Co., MS	Zone 4	Florida - St. Helena	Zone 3

(b) Annual Charge Adjustment (ACA)

The applicable ACA unit rate set forth on Sheet No. 60 of this Tariff.

(c) Transportation Fuel Requirements

Transportation Fuel shall be retained at the applicable fuel retention percentages set forth on Sheet No. 44 of this Tariff.

TRANSPORTATION AGREEMENT
BETWEEN
TRANSCONTINENTAL GAS PIPE LINE CORPORATION
AND
FLORIDA GAS TRANSMISSION COMPANY

THIS AGREEMENT entered into this 17th day of April, 1985, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Transco", and FLORIDA GAS TRANSMISSION COMPANY, a Delaware corporation, hereinafter referred to as "Florida".

WITNESSETH:

WHEREAS, Florida has contracted to purchase certain quantities of natural gas available in the Reedy Creek Field, Jones County, Mississippi (Reedy Creek); and

WHEREAS, Florida has requested Transco to receive such quantities of natural gas from Koch Hydrocarbon Company (Koch) at an existing point of interconnection between the facilities of Transco and the facilities of Koch in Jones County, Mississippi (Jones Receipt Point); and

WHEREAS, Florida has requested Transco to redeliver, on an interruptible basis, equivalent quantities (less quantities retained for compressor fuel and line loss make-up, if any) to Florida at existing interconnections in Vermilion Parish, Louisiana (Vermilion Delivery Point) and St. Helena Parish, Louisiana (St. Helena Delivery Point).

WHEREAS, Transco is agreeable to receiving, transporting and delivering or causing the delivery of such gas as requested under the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained Transco and Florida do hereby agree as follows:

Issued by: H. J. Miller, Jr.
Senior Vice President - Planning & Rates
Issued on: July 21, 1986

Effective: June 13, 1986

ARTICLE I
DEFINITIONS

As used herein the following terms shall have the meaning defined below:

(a) **"Day"** - A period of twenty-four (24) consecutive hours, beginning and ending at 7:00 a.m. Central Time.

(b) **"Month"** - A period beginning at 7:00 a.m. on the first day of the calendar month and ending at 7:00 a.m. on the first day of the next succeeding calendar month.

(c) **"Year"** - A period of 365 consecutive days beginning on the date of initial delivery of gas under this agreement, or on any anniversary thereof; provided however, that any such year which contains a date of February 29 shall consist of 366 days.

(d) **"Gas" or "Natural gas"** - Gas produced from gas wells, gas condensate wells or oil wells, and the residue gas remaining after processing such gas for the removal of liquefiable hydrocarbons therefrom.

(e) **"Mcf"** - One thousand (1,000) cubic feet of gas.

(f) **"British Thermal Unit" or "Btu"** - The amount of heat required to raise the temperature of one (1) pound of water one degree (1°) Fahrenheit at sixty degrees (60°) Fahrenheit.

(g) **"Dekatherm" or "dt"** - One million (1,000,000) Btu determined on a gross, dry basis.

(h) **"Equivalent quantity"** - The quantity of gas measured in Dekatherms received by Transco from Koch for the account of Florida at the Point of Receipt during any given period of time, adjusted for any variations in Btu content, it being the intent of the parties that the volumes of gas redelivered hereunder be the thermal equivalent of the volumes of gas received at the Point of Receipt from Koch for delivery at the Points of Delivery for the account of Florida, less quantities retained for compressor fuel and line loss make-up, if any.

(i) **"Liquefiabiles" or "Liquefiable hydrocarbons"** - The ethane and heavier hydrocarbon components contained in the gas stream in a gaseous state that are customarily extracted at gas processing plants.

(j) **"Psig"** - Pounds per square inch gauge.

(k) **"Psia"** - Pounds per square inch absolute.

Issued by: H. J. Miller, Jr.
Senior Vice President - Planning & Rates
Issued on: July 21, 1986

Effective: June 13, 1986

(l) **"Point of Receipt"** - The existing point of interconnection between gathering facilities of Koch and facilities of Transco in Jones County, Mississippi.

(m) **"Points of Delivery"** - The existing points of interconnection between the facilities of Florida and the facilities of Transco in Vermilion Parish, Louisiana and St. Helena Parish, Louisiana.

ARTICLE II TERM

This agreement shall become effective on the date of its execution and shall remain in force for a primary term of ten (10) years from the date of initial delivery of gas for transportation hereunder, which shall be no earlier than the date of issuance by the Federal Energy Regulatory Commission (FERC) of an acceptable certificate of public convenience and necessity authorizing transportation hereunder, and year to year thereafter unless and until terminated by either party giving prior written notice to the other party of not less than one (1) year, which termination may be made effective at the end of said primary term or at the end of any year thereafter.

ARTICLE III REGULATION

1. The operation of the provisions of this Agreement shall be subject to all applicable statutes and all applicable and lawful orders, rules and regulations of regulatory bodies having jurisdiction.

2. Promptly following the execution of this Agreement, the parties will file and prosecute applications with all necessary regulatory bodies for approval of the transportation service as provided herein.

ARTICLE IV TRANSPORTATION

1. Subject to the provisions of this Agreement, Transco shall transport on an interruptible basis for Florida from the Point of Receipt, quantities of gas up to 5,175 dekatherms per day and deliver or cause the delivery of an equivalent quantity of gas to or for the account of Florida at the Points of Delivery.

2. It is the intention of Transco that daily deliveries to or for the account of Florida hereunder shall be approximately equal on an equivalent quantity basis to the daily receipts by Transco from Koch for the account of Florida for transportation hereunder. However, due to variations in operating conditions, daily and monthly deliveries of the equivalent quantity hereunder by

Issued by: H. J. Miller, Jr.
Senior Vice President - Planning & Rates
Issued on: July 21, 1986

Effective: June 13, 1986

Transco may be greater or lesser than the corresponding receipts of gas by Transco for transportation hereunder. Any such excess or deficiency shall be adjusted or corrected as soon as operating conditions reasonably permit. The respective dispatchers of the parties hereto shall notify, or cause to be notified, each other at the beginning of each day, or such other mutually agreeable time of the anticipated quantities to be received and delivered hereunder during such period.

3. Of the quantities received by Transco for transportation hereunder, no gas shall be initially retained by Transco for compressor fuel and line loss make-up, provided; however, upon prior written notice to Florida, Transco reserves the right to change the percentage retained for fuel and line loss make-up from time to time based upon a determination by Transco that fuel retention is warranted by operating conditions.

ARTICLE V DELIVERY PRESSURE

1. Deliveries of gas to Transco for transportation hereunder at the Point of Receipt shall be at any pressures Transco may require, but not in excess of the maximum allowable operating pressure at such point.

2. Deliveries of gas by Transco to or for the account of Florida shall be at such pressures as may be available from time to time in the facilities of Transco at the Points of Delivery.

ARTICLE VI QUALITY

All gas delivered at the Point of Receipt and the Points of Delivery under the terms of this Agreement shall conform to the specifications in Exhibit A attached hereto and hereby incorporated by reference into and made part of this Agreement.

ARTICLE VII MEASUREMENT

1. Gas received by Transco from Koch, for the account of Florida, shall be measured at the existing measuring and regulating station owned and operated by Transco at the Point of Receipt. Gas delivered by Transco to or for the account of Florida at the Points of Delivery shall be measured at the existing measuring and regulating stations owned and operated by Transco and Florida, respectively, located at such delivery points.

Issued by: H. J. Miller, Jr.
Senior Vice President - Planning & Rates
Issued on: July 21, 1986

Effective: June 13, 1986

2. The gas shall be measured in accordance with the provisions of Exhibit B attached hereto and hereby incorporated by reference into and made a part of this Agreement.

ARTICLE VIII
PRICE

1. For all quantities delivered to or for the account of Florida at the Points of Delivery, Florida shall initially pay Transco a rate of 5.6¢ per dt. It is agreed that such rate may be amended or superseded by Transco if such rate, or any other rate upon which such rate is based, is amended or superseded by an appropriate filing with the FERC or any successor regulatory authority; provided, however, nothing herein shall prejudice the right of Florida to protest any such changes before the FERC or any successor regulatory authority.

2. It is agreed that Transco shall not be liable by reason of this transportation, for any gas gathering, occupation, production, severance, sales or first use tax, or taxes of similar nature or equivalent in effect which are now or hereafter imposed by any authority on the gas transported pursuant to this agreement or on the production thereof.

3. Florida shall reimburse Transco in the amount of any future tax (including first use tax) or other governmental exaction, including any exaction under existing statute(s) validly laid on and paid by Transco for, in respect of, or on account of the taking, transportation or delivery by Transco of the gas provided for in this agreement. Such obligation to reimburse shall specifically not include income, excess profits, capital stock or franchise taxes. Florida shall also reimburse Transco for any filing fees which Transco pays to the FERC in connection with this transportation.

ARTICLE IX
BILLING

1. Transco shall render its bill on or before the 10th day of each month for the charges due for service rendered hereunder during the preceding calendar month. In the event that the actual volume received or delivered by Transco hereunder is not available at the time the bill is rendered, an estimated volume shall be used. As soon as the actual volume becomes available, the estimate shall be adjusted and the adjustment shall be reflected in subsequent months' business.

Issued by: H. J. Miller, Jr.
Senior Vice President - Planning & Rates
Issued on: July 21, 1986

Effective: June 13, 1986

2. Florida shall pay to Transco the amount of such billing on or before the 20th day of each month; if, however, presentation of a bill is delayed beyond the 10th day of the month, the time of payment thereof shall be extended accordingly. A payment shall be considered timely if it is postmarked on or before the date due. Should Florida fail to pay all of the amount of any bill for service hereunder when such amount is due, Transco shall be entitled to collect the amount of such bill, together with interest, at a rate equal to the lesser of 1% above the prime rate of the Citibank, N.A., or its successor, or the maximum applicable non-usurious rate of interest. Such interest shall accrue on unpaid amounts, including on unpaid interest compounded daily, beginning on the payment due date of Transco's invoice and shall terminate when such invoice is paid.

ARTICLE X
POSSESSION OF GAS

1. As between the parties hereto, Florida shall be deemed to be in control and possession of the gas to be transported hereunder until it shall have been delivered to Transco at the Point of Receipt and Transco shall be deemed to be in control and possession of the gas transported hereunder until it shall have been delivered to Florida at the Points of Delivery.

2. The party in control and possession of the gas shall be responsible for and shall indemnify the other party in respect to any losses, injuries, claims, liabilities or damages, except consequential, caused thereby and occurring while the gas is in the former's possession.

ARTICLE XI
TITLE AND WARRANTY

Florida hereby warrants that it has good title to all the gas delivered by it to Transco hereunder free and clear of all liens, encumbrances and claims whatsoever and agrees to indemnify Transco against any loss or cost incurred by it on account of any such liens, encumbrances and claims whatsoever. Transco warrants that at the time of delivery to or for the account of Florida, the gas delivered hereunder shall be free and clear of all liens, encumbrances and claims whatsoever resulting from Transco's possession or transportation of the gas pursuant to this Agreement, and agrees to indemnify Florida against any loss or cost incurred by it on account of any such liens, encumbrances and claims whatsoever.

Issued by: H. J. Miller, Jr.
Senior Vice President - Planning & Rates
Issued on: July 21, 1986

Effective: June 13, 1986

ARTICLE XII
NOTICES

1. Any notice, request, demand, statement, bill or payment provided for in this Agreement, or any notice which a party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed to the other party at the following address:

(a) if to Transco:

Transcontinental Gas Pipe Line Corporation
P. O. Box 1396
Houston, Texas 77251
Attention: Gas Accounting - payments
Attention: Transportation and Exchange Department
all other matters

(b) if to Florida for billing:

Florida Gas Transmission Company
P. O. Box 44
Winter Park, Florida 32789
Attention: Gas Accounting Department

(c) if to Florida for matters other than (b):

Florida Gas Transmission Company
P. O. Box 27711
Houston, TX 77227
Attention: Mr. John L. Hanst
Senior Vice President

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

3. Routine dispatching contacts and communications may be handled orally or in writing between the respective designated representatives of Transco and Florida.

ARTICLE XIII
MISCELLANEOUS

1. No modifications of the terms and provisions of this Agreement shall be or become effective except by the execution of a supplementary written agreement.

Issued by: H. J. Miller, Jr.
Senior Vice President - Planning & Rates
Issued on: July 21, 1986

Effective: June 13, 1986

2. No waiver by either party of any one or more defaults by the other party in 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 of a different character.

3. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and it is agreed that either party hereto shall have the right to pledge or mortgage its rights hereunder for security of its indebtedness.

4. This Agreement shall be governed by the laws of the State of Texas.

ARTICLE XIV

Notwithstanding any provision in the above Articles, the following Sections of Transcontinental Gas Pipe Line Corporation's ("Seller") FERC Gas Tariff, Third Revised Volume No. 1 are hereby incorporated into this Rate Schedule between Seller and the shipper ("Buyer") and shall control in the event a conflict exists with any of the above Articles of this Rate Schedule.

General Terms and Conditions

- Section 11 - Force Majeure Provision and Contract Entitlements For Force Majeure Or Operating Conditions
- Section 18 - Determination of Deliveries, Allowable Daily Dispatching Variations and Overrun Charges and Penalties
- Section 21 - Rate Zones
- Section 28 - Allocation of Capacity; Allocation of Capacity Anticipated to be Available Through Seller's Daily Scheduling Procedure; Allocation of Capacity Which Becomes Available After Seller's Daily Scheduling Procedures and Curtailment of Interruptible Service

Rate Schedule IT

- Subsection 4.3 of Section 4 - Receipt and Deliveries
- Section 5 - Scheduling and Balancing

For the purposes of incorporating the above provisions, the term "Buyer's Service Agreement hereunder", as used in Section 5 of the IT Rate Schedule, shall refer to this Rate Schedule.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives thereunto duly authorized, on the day and year first above written.

TRANSCONTINENTAL GAS PIPE LINE
CORPORATION

By /s/ R. W. Withers

R. W. Withers	JV
Vice President -	CWH
Gas Availability and	MC
Transportation	WB

FLORIDA GAS TRANSMISSION
COMPANY

By /s/ John L. Hanst

John L. Hanst
Senior Vice President

Issued by: M. D. White
President
Issued on: July 22, 1991

Effective: August 1, 1991

EXHIBIT A
QUALITY

All gas received and delivered under the terms of this agreement shall conform to the following specifications:

- a. **Solids** - The gas shall be free from objectionable odors, solid matter, dust, gums and gum-forming constituents which might interfere with the merchantability or cause injury to or interference with proper operation of the lines, meters, regulators or other appliances through which it flows.
- b. **Oxygen** - The gas shall not at any time have an uncombined oxygen content in excess of 1% by volume, and the Parties shall make every reasonable effort to keep the gas free from oxygen.
- c. **Carbon Dioxide** - The gas shall not at any time have a carbon dioxide content in excess of 3% by volume.
- d. **Hydrogen Sulphide** - The gas shall not contain more than 1 grain of hydrogen sulphide per 100 cubic feet.
- e. **Total Sulphur** - The gas shall not contain more than 20 grains of total sulphur per 100 cubic feet.
- f. **Heating Value** - The gas shall have a total or gross heating value of not less than 1,000 Btu per cubic foot when burned with air and when saturated with water vapor at 60 degrees Fahrenheit and under a pressure of 14.73 psia. The total or gross heating value is obtained by cooling the products of combustion to 60 degrees Fahrenheit and condensing the moisture formed.
- g. **Temperature** - The gas shall not be delivered or redelivered at a temperature of more than 120 degrees Fahrenheit.
- h. **Water Vapor Content** - The gas at the Point of Receipt and the Points of Delivery shall contain not in excess of 7 pounds of water vapor per million cubic feet.
- i. **Nitrogen** - The gas shall contain not more than 3% by volume of nitrogen.

If any gas offered for delivery hereunder shall fail at any time to conform to the standards set forth above, then the party receiving such gas shall notify the party delivering such gas of the deficiency and thereupon may at the option of the receiving party, refuse to accept delivery pending correction by such other party.

Issued by: H. J. Miller, Jr.
Senior Vice President - Planning & Rates
Issued on: July 21, 1986

Effective: June 13, 1986

EXHIBIT B
MEASUREMENT

1. The measurement unit of natural gas transported hereunder shall be 1,000 cubic feet of gas measured according to Boyle's Law for the measurement of gas under varying pressures with deviations therefrom as provided below, on the measurement basis hereinafter specified.

2. The unit of volume for purposes of measurement of gas transported hereunder and for the purposes of determination of equivalent volumes hereunder shall be one (1) cubic foot of natural gas at a temperature of 60 degrees Fahrenheit and at a pressure of 14.73 psia.

3. Orifice meters installed in measuring stations used in the measurement of the transportation gas to be received or delivered shall be operated in accordance with Specifications of the A.P.I. Publication Number 2530 of the American Petroleum Institute and any modification and amendment thereof as agreed upon by the parties and shall include the use of straightening vanes and pulsation dampening equipment where necessary.

4. The volume and the total heating value of the transportation gas received and delivered hereunder shall be determined as follows:

a. The unit of volume for all purposes under this agreement except where otherwise specifically provided shall be one (1) cubic foot of gas, as defined in Section 2 of this Exhibit B.

b. The total heating value of the gas received at the Point of Receipt and delivered at the Points of Delivery hereunder, per cubic foot, shall be determined from a continuous sampling device, by chromatographic analysis, by periodically running a spot sample on a recording calorimeter, or by such other equipment or method as may be mutually agreed upon. The total heating value of the gas shall be determined, or caused to be determined, by Transco at each such point at least monthly or at other intervals of time as deemed necessary by either party from a continuous sampling device or other methods mutually agreed upon. The total heating value of the gas so determined at each such point shall be deemed to remain constant until the next determination.

c. The temperature of the gas passing through the meters shall be determined for any day by the continuous use of a recording thermometer so installed that it may properly record the temperature of the gas flowing through the meters. The average reading of the temperature recorded each day shall be used in computing gas volumes.

Issued by: H. J. Miller, Jr.
Senior Vice President - Planning & Rates
Issued on: July 21, 1986

Effective: June 13, 1986

d. The specific gravity of the gas passing through each meter utilized hereunder shall be determined by the use of a recording gravitometer of approved type which shall be checked at least once each month by the use of Edward's Balance or any other approved method mutually agreed upon.

e. The deviation from Ideal Gas Laws of the gas transported hereunder shall be calculated by methods recommended contained in the A.P.I. Publication Number 2530 as amended from time to time, including the A.P.I. Publication for Determination of Supercompressibility Factor of Natural Gas. A sample of gas shall be analyzed annually for CO₂ and N₂ or more often as deemed necessary. These values along with chart pressure, temperature, and specific gravity will be used to calculate the supercompressibility factors.

5. a. The accuracy of the measuring equipment shall be verified at reasonable intervals and, if so requested, in the presence of representatives of both parties, but neither party shall be required to verify the accuracy of such equipment more frequently than once in any 30-day period. In the event either party shall notify the other party that it desires a special test of any measuring equipment, the parties shall cooperate to secure a prompt verification of the accuracy of such equipment. The expense of any such special test, if requested, shall be borne by the party requesting the test if the measuring equipment tested is found to be in error by not more than 2%.

b. If upon test, any measuring equipment, including recording calorimeters, is found to be in error in the aggregate by not more than 2%, previous recordings of such equipment shall be considered accurate in computing deliveries of gas, but such equipment shall be adjusted at once to record accurately.

c. If upon test, any measuring equipment shall be found in the aggregate to be inaccurate by an amount exceeding 2% at a recording corresponding to the average hourly rate of flow for the period since the last preceding test, such equipment shall be adjusted at once to record accurately, and any previous recordings of such equipment shall be corrected to zero error for any period which is known definitely, but in case the period is not known or agreed upon, such correction shall be for a period extending over one-half of the time elapsed since the date of the last test, not exceeding a correction period of 16 days.

6. In the event a meter is out of service or registering inaccurately, the quantities of gas received or delivered during such period shall be determined as follows:

a. By using the registration of any check meter or meters, if installed and accurately registering; or in the absence of subsection a,

b. By correcting the error if the percentage of error is ascertainable by calibration, tests or mathematical calculation; or in the absence of both subsections a and b, then,

c. By estimating the quantity received or delivered by receipts or deliveries during periods under similar conditions when the meter was registering accurately.

7. Each party shall, upon request of the other, mail or deliver for checking and calculation all volume and temperature meter charts in its possession and used in the measurement of gas received or delivered hereunder within 20 days after the last chart for each billing period is removed from the meter. Such charts shall be returned within 20 days after the receipt thereof.

8. Each party shall preserve or cause to be preserved for mutual use all test data, charts or other similar records in accordance with the applicable rules and regulations of the Federal Energy Regulatory Commission or other regulatory bodies having jurisdiction with respect to the retention of such records.

Issued by: H. J. Miller, Jr.
Senior Vice President - Planning & Rates
Issued on: July 21, 1986

Effective: June 13, 1986

Florida Gas Transmission
Company
Transcontinental Gas Pipe Line
Corporation
Docket No. CP06-
Exhibit Z-1

NOTIFICATION LETTERS



2800 Post Oak Boulevard (77056)
P.O. Box 1396
Houston, TX 77251-1396
713/215-2000

October 17, 2005

Mr. Dale Eldridge
Florida Gas Transmission Company
5444 Westheimer Road
Houston, TX 77056-5306

Re: Termination of Exchange Agreement dated 10/26/70 between
Transcontinental Gas Pipe Line Corporation and Florida Gas
Transmission Company (Docket No. CP71-158)

Dear Mr. Eldridge,

This letter evidences the agreement between Transcontinental Gas Pipe Line Corporation (Transco) and Florida Gas Transmission Company (FGT) to terminate the subject exchange agreement between the parties dated 10/26/70 (Transco's Rate Schedule X-35, FGT's Rate Schedule E-1). After Transco's receipt of this executed agreement from FGT, the parties will jointly file to abandon the exchange service. The termination of the exchange agreement shall be effective as of the date of the Federal Energy Regulatory Commission's order approving such abandonment.

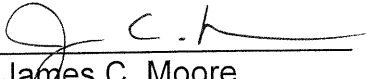
If you are in agreement, please execute both enclosed originals and return them to my attention. I will return one fully executed original to you.



Sincerely,

Accepted and agreed to as of the first date
above written.

TRANSCONTINENTAL GAS PIPE
LINE CORPORATION

FLORIDA GAS TRANSMISSION
COMPANY

By: 
James C. Moore
Director, Marketing Services

By: 


JK
10/17/05
JB



2800 Post Oak Boulevard (77056)
P.O. Box 1396
Houston, TX 77251-1396
713/215-2000

October 17, 2005

Mr. Dale Eldridge
Florida Gas Transmission Company
5444 Westheimer Road
Houston, TX 77056-5306

Re: Termination of Exchange Agreement dated 11/19/74 between
Transcontinental Gas Pipe Line Corporation and Florida Gas
Transmission Company (Docket No. CP75-188)

Dear Mr. Eldridge,

This letter evidences the agreement between Transcontinental Gas Pipe Line Corporation (Transco) and Florida Gas Transmission Company (FGT) to terminate the subject exchange agreement between the parties dated 11/19/74 (Transco's Rate Schedule X-78, FGT's Rate Schedule E-10). After Transco's receipt of this executed agreement from FGT, the parties will jointly file to abandon the exchange service. The termination of the exchange agreement shall be effective as of the date of the Federal Energy Regulatory Commission's order approving such abandonment.

If you are in agreement, please execute both enclosed originals and return them to my attention. I will return one fully executed original to you.

Sincerely,

Accepted and agreed to as of the first date
above written.

TRANSCONTINENTAL GAS PIPE
LINE CORPORATION

FLORIDA GAS TRANSMISSION
COMPANY

By:
James C. Moore
Director, Marketing Services
JCS

By:
11/17/05



2800 Post Oak Boulevard (77056)
P.O. Box 1396
Houston, TX 77251-1396
713/215-2000

October 17, 2005

Mr. Dale Eldridge
Florida Gas Transmission Company
5444 Westheimer Road
Houston, TX 77056-5306

Re: Termination of Exchange Agreement dated 4/11/77 between
Transcontinental Gas Pipe Line Corporation and Florida Gas
Transmission Company (Docket No. CP77-367)

Dear Mr. Eldridge,

This letter evidences the agreement between Transcontinental Gas Pipe Line Corporation (Transco) and Florida Gas Transmission Company (FGT) to terminate the subject exchange agreement between the parties dated 4/11/77 (Transco's Rate Schedule X-128, FGT's Rate Schedule E-13). After Transco's receipt of this executed agreement from FGT, the parties will jointly file to abandon the exchange service. The termination of the exchange agreement shall be effective as of the date of the Federal Energy Regulatory Commission's order approving such abandonment.

If you are in agreement, please execute both enclosed originals and return them to my attention. I will return one fully executed original to you.

Sincerely,

Debbie Austenreith

Accepted and agreed to as of the first date
above written.

TRANSCONTINENTAL GAS PIPE
LINE CORPORATION

FLORIDA GAS TRANSMISSION
COMPANY

By: *DC*

J. C. Moore
James C. Moore
Director, Marketing Services

By: *de JO*

Jack Boatman



2800 Post Oak Boulevard (77056)
P.O. Box 1396
Houston, TX 77251-1396
713/215-2000

October 17, 2005

Mr. Dale Eldridge
Florida Gas Transmission Company
5444 Westheimer Road
Houston, TX 77056-5306

Re: Termination of Transportation Agreement dated 7/11/77 between
Transcontinental Gas Pipe Line Corporation and Florida Gas
Transmission Company (Docket No. CP77-527)

Dear Mr. Eldridge,

This letter evidences the agreement between Transcontinental Gas Pipe Line Corporation (Transco) and Florida Gas Transmission Company (FGT) to terminate the subject transportation agreement between the parties dated 7/11/77 (Transco's Rate Schedule X-152). By signing this letter, you also agree to waive the notice period of 180 days. After Transco's receipt of this executed agreement from FGT, Transco will file to abandon the transportation service. The termination of the transportation agreement shall be effective as of the date of the Federal Energy Regulatory Commission's order approving such abandonment.

If you are in agreement, please execute both enclosed originals and return them to my attention. I will return one fully executed original to you.

Sincerely,

Debbie Aulsebrook

Accepted and agreed to as of the first date above
written.

TRANSCONTINENTAL GAS PIPE
LINE CORPORATION

FLORIDA GAS TRANSMISSION
COMPANY

By: *JCM*

James C. Moore
Director, Marketing Services

By: *Jack Boatman*

Jack Boatman

de
10



2800 Post Oak Boulevard (77056)
P.O. Box 1396
Houston, TX 77251-1396
713/215-2000

October 17, 2005

Mr. Dale Eldridge
Florida Gas Transmission Company
5444 Westheimer Road
Houston, TX 77056-5306

Re: Termination of Transportation Agreement dated 3/18/77 between
Transcontinental Gas Pipe Line Corporation and Florida Gas
Transmission Company (Docket No. CP77-402)

Dear Mr. Eldridge,

This letter evidences the agreement between Transcontinental Gas Pipe Line Corporation (Transco) and Florida Gas Transmission Company (FGT) to terminate the subject transportation agreement between the parties dated 3/18/77, as amended 8/30/78 (Transco's Rate Schedule X-157). By signing this letter, you also agree to waive the notice period of one year. After Transco's receipt of this executed agreement from FGT, Transco will file to abandon the transportation service. The termination of the transportation agreement shall be effective as of the date of the Federal Energy Regulatory Commission's order approving such abandonment.

If you are in agreement, please execute both enclosed originals and return them to my attention. I will return one fully executed original to you.

Sincerely,

Accepted and agreed to as of the first date above
written.

TRANSCONTINENTAL GAS PIPE
LINE CORPORATION

FLORIDA GAS TRANSMISSION
COMPANY

By:
James C. Moore
Director, Marketing Services

By:
Jack Boatman

de



2800 Post Oak Boulevard (77056)
P.O. Box 1396
Houston, TX 77251-1396
713/215-2000

October 17, 2005

Mr. Dale Eldridge
Florida Gas Transmission Company
5444 Westheimer Road
Houston, TX 77056-5306

Re: Termination of Transportation Agreement dated 12/13/78 between
Transcontinental Gas Pipe Line Corporation and Florida Gas
Transmission Company (Docket No. CP79-149)

Dear Mr. Eldridge,

This letter evidences the agreement between Transcontinental Gas Pipe Line Corporation (Transco) and Florida Gas Transmission Company (FGT) to terminate the subject transportation agreement between the parties dated 12/13/78, as amended 3/18/80 (Transco's Rate Schedule X-197). By signing this letter, you also agree to waive the notice period of 90 days. After Transco's receipt of this executed agreement from FGT, Transco will file to abandon the transportation service. The termination of the transportation agreement shall be effective as of the date of the Federal Energy Regulatory Commission's order approving such abandonment.

If you are in agreement, please execute both enclosed originals and return them to my attention. I will return one fully executed original to you.

Sincerely,

Accepted and agreed to as of the first date above
written.

TRANSCONTINENTAL GAS PIPE
LINE CORPORATION

FLORIDA GAS TRANSMISSION
COMPANY

By: *JCM*
James C. Moore
Director, Marketing Services

By: *JB*
Jack Boatman

de



2800 Post Oak Boulevard (77056)
P.O. Box 1396
Houston, TX 77251-1396
713/215-2000

October 17, 2005

Mr. Dale Eldridge
Florida Gas Transmission Company
5444 Westheimer Road
Houston, TX 77056-5306

Re: Termination of Transportation Agreement dated 2/9/79 between
Transcontinental Gas Pipe Line Corporation and Florida Gas
Transmission Company (Docket No. CP79-229)

Dear Mr. Eldridge,

This letter evidences the agreement between Transcontinental Gas Pipe Line Corporation (Transco) and Florida Gas Transmission Company (FGT) to terminate the subject transportation agreement between the parties dated 2/9/79, as amended 3/18/80 (Transco's Rate Schedule X-215). By signing this letter, you also agree to waive the notice period of 90 days. After Transco's receipt of this executed agreement from FGT, Transco will file to abandon the transportation service. The termination of the transportation agreement shall be effective as of the date of the Federal Energy Regulatory Commission's order approving such abandonment.

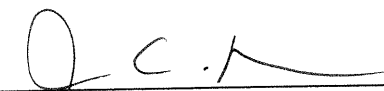
If you are in agreement, please execute both enclosed originals and return them to my attention. I will return one fully executed original to you.



Sincerely,

Accepted and agreed to as of the first date above
written.

TRANSCONTINENTAL GAS PIPE
LINE CORPORATION

FLORIDA GAS TRANSMISSION
COMPANY

By: 
James C. Moore
Director, Marketing Services

By: 






2800 Post Oak Boulevard (77056)
P.O. Box 1396
Houston, TX 77251-1396
713/215-2000

October 17, 2005

Mr. Dale Eldridge
Florida Gas Transmission Company
5444 Westheimer Road
Houston, TX 77056-5306

Re: Termination of Transportation Agreement dated 4/17/85 between
Transcontinental Gas Pipe Line Corporation and Florida Gas
Transmission Company (Docket No. CP86-272)

Dear Mr. Eldridge,

This letter evidences the agreement between Transcontinental Gas Pipe Line Corporation (Transco) and Florida Gas Transmission Company (FGT) to terminate the subject transportation agreement between the parties dated 4/17/85, as amended 2/28/86 (Transco's Rate Schedule X-263). By signing this letter, you also agree to waive the notice period of one year. After Transco's receipt of this executed agreement from FGT, Transco will file to abandon the transportation service. The termination of the transportation agreement shall be effective as of the date of the Federal Energy Regulatory Commission's order approving such abandonment.

If you are in agreement, please execute both enclosed originals and return them to my attention. I will return one fully executed original to you.

Sincerely,

Accepted and agreed to as of the first date above written.

TRANSCONTINENTAL GAS PIPE
LINE CORPORATION

FLORIDA GAS TRANSMISSION
COMPANY

By:
James C. Moore
Director, Marketing Services

By:
Jack Boatman