



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

September 29, 2006

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

Attention: Magalie R. Salas, Secretary

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

Ladies and Gentlemen:

Pursuant to Section 4 of the Natural Gas Act ("NGA") and Part 154 of the Federal Energy Regulatory Commission's ("Commission") regulations thereunder, Transcontinental Gas Pipe Line Corporation ("Transco") submits for filing a non-conforming amendment dated September 28, 2006 to a service agreement under Rate Schedule FT dated January 1, 2006 (Contract No. 9035033, hereinafter "Service Agreement") between Transco and the Municipal Gas Authority of Georgia ("MGAG") and also submits Ninth Revised Sheet No. 30 and Second Revised Sheet No. 30A to its FERC Gas Tariff, Third Revised Volume No.1 ("Tariff") to update its Tariff listing of Non-Conforming Service Agreements.

Statement of Nature, Reasons and Basis for Filing

Sections 154.1(d) and 154.112(b) of the Commission's regulations require a pipeline to file any contracts which "deviate in any material aspect from the form of service agreement" in the pipeline's tariff. Section 154.112(b) also requires that such "non-conforming agreements must be referenced in FERC Volume No. 1" of the pipeline's tariff.

On March 1, 2006, in Docket No. RP06-241 ("March 1 Filing"), Transco filed twenty firm transportation service agreements between MGAG and Transco, including the Service Agreement (#9035033) submitted herewith, as non-conforming service agreements. As explained in the March 1 Filing, MGAG acquired the twenty service agreements through permanent release, and each service agreement contained varying monthly entitlements pursuant to Commission approved comprehensive service

restructuring settlements between Transco and its customers.¹ Transcontinental Gas Pipe Line Corp., 48 FERC ¶61,399 at 62,624 (1989); see also 55 FERC ¶ 61,446 at 62,364 (1991). As further explained in the March 1 filing, Transco's pro forma Rate Schedule FT form of service agreement contains only a single blank in which to reflect the transportation contract quantity; therefore, it was necessary to make modifications to Transco's pro forma service agreement in order to reflect the varying monthly entitlements in MGAG's new service agreements.

In the March 1 Filing, Transco requested that the Commission approve the modified quantity provisions, stating that they reflected the conditions under which the service previously was provided to the Releasing Shippers and did not pose a substantial risk of undue discrimination.² In addition, Transco submitted tariff sheets to reference the MGAG service agreements in its Tariff. On March 31, 2006, the Commission issued a letter order accepting the service agreements and the tariff sheets, finding that "the varying seasonal contract demands in the filed contracts with MGAG are permissible material deviations from Transco's form of service agreement." Transcontinental Gas Pipe Line Corp., 114 FERC ¶ 61,334 (2006) ("March 31 Order").

MGAG has requested to consolidate these service agreements in accordance with Section 22 (Policy for Consolidation of Service Agreements) of the General Terms and Conditions ("GT&C") of Transco's Tariff.³ See the letter dated September 20, 2006 from MGAG attached hereto as Appendix "C." Accordingly, Transco and MGAG have executed an amendment to the Service Agreement ("September 28 Amendment") which consolidates the service agreements approved in the March 31 Order.⁴ The Service Agreement and the September 28 Amendment are attached hereto as Appendix "B." Because the September 28 Amendment provides for a continuation of varying monthly contract demands as approved in the March 31 Order, Transco is submitting the September 28 Amendment as non-conforming and is also submitting revised tariff sheets (attached hereto as Appendix "A") to reflect the consolidation on the listing of non-conforming agreements. Transco respectfully seeks a waiver of the requirement to

¹ Pursuant to these Settlements, former sales customers under Transco's G or OG Rate Schedules who were converting to service under Rate Schedule FT were allowed to choose varying maximum daily contract demand quantity profiles for each month. Each of the MGAG members that permanently released its capacity to MGAG ("Releasing Shippers") is a former sales customer under Transco's G or OG Rate Schedules.

² According to recent orders interpreting the Commission's regulations regarding non-conforming provisions, the Commission will approve a non-conforming provision that does "not change the conditions under which service is provided and do [es] not present a risk of undue discrimination." Natural Gas Pipeline Negotiated Rates Policies and Practices, 104 FERC ¶61,134, at p27 (2003). See, e.g., El Paso Natural Gas Co., 109 FERC ¶61,146 (2004); ANR Pipeline Co., 97 FERC ¶61,224 (2001); Columbia Gas Transmission Corp., 97 FERC ¶61,221 (2001).

³ Section 22 provides that, subject to certain conditions specified therein, Transco and a Buyer may mutually agree to consolidate (and terminate, as necessary) multiple service agreements under the same rate schedule into a single service agreement under that same rate schedule.

⁴ The consolidated contract quantities set forth in the September 28 Amendment include the entitlements of contracts whose monthly quantities did not vary.

submit a redlined version of the September 28 Amendment identifying the provisions modified from Transco's Form of Service Agreement. The modifications to the Form of Service contained in the September 28 Amendment are identical to the redlined modifications, to accommodate varying monthly entitlements, that were accepted by the Commission in the March 1 Filing.

Proposed Effective Date and Waivers

Transco respectfully requests that the Commission grant any and all waivers of its regulations that it deems necessary to approve the September 28 Amendment and to accept the tariff sheets submitted herein effective November 1, 2006, the effective date of the MGAG service agreement consolidation. In the event the Commission elects to accept and suspend the revised tariff sheets, in accordance with Section 154.7(a)(9) of the Regulations, Transco moves to place such tariff sheets into effect at the end of the applicable suspension period.

Materials Submitted Herewith

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

- (1) In accordance with Section 154.209 of the Regulations, a proposed form of notice for the instant filing suitable for publication in the Federal Register, and a diskette copy of such notice labeled NT092906.CSC;
- (2) As required by Section 154.4 of the Regulations, a diskette copy of the revised tariff sheets labeled TF092906.CSC;
- (3) Appendix A, consisting of the revised tariff sheets and the redlined version of the revised tariff sheets, in accordance with Section 154.201(a) of the Regulations; and
- (4) Appendix B, consisting of the Service Agreement and the September 28 Amendment; and
- (5) Appendix C, consisting of the September 20, 2006 MGAG consolidation request letter.

Posting and Certification of Service

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

Federal Energy Regulatory Commission
September 29, 2006
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In addition, Transco is serving copies of the instant filing to its affected customers, interested State Commissions, and other interested parties.

Any communication regarding this filing should be sent to:

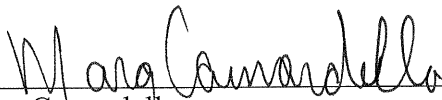
Scott Turkington
Director, Rates and Regulatory
Transcontinental Gas Pipe Line Corp.
P.O. Box 1396
Houston, Texas 77251
Email: scott.c.turkington@williams.com

and copies should be mailed to:

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Washington, D.C. 20006
Email: marshia.younglund@williams.com

Respectfully submitted,
TRANSCONTINENTAL GAS PIPE LINE CORPORATION

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

Filed: September 29, 2006

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Transcontinental Gas Pipe Line Corporation

Docket No. RP06-

Notice of Proposed Changes in FERC Gas Tariff

Take notice that on September 29, 2006, Transcontinental Gas Pipe Line Corporation (“Transco”) submitted an amendment to service agreement under Rate Schedule FT between Transco and the Municipal Gas Authority of Georgia (“MGAG”) and tendered for filing as part of its FERC Gas Tariff, Third Revised Volume No. 1, (“Tariff”) Ninth Revised Sheet No. 30, and Second Revised Sheet No. 30A to be effective November 1, 2006.

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

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

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

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

Magalie R. Salas
Secretary

Appendix A

NON-CONFORMING SERVICE AGREEMENTS

| Name of Shipper/Agreement No. ----- | Rate Schedule ----- | Agreement Date ----- | Date Effective ----- |
|--|---------------------------|----------------------------|----------------------------|
| Municipal Gas Authority of Georgia (Contract No. 9035033) | FT | 02/16/06 | 01/01/06 |
| Amendment | | 09/28/06 | 10/01/06 |

SHEET NO. 30A IS BEING RESERVED FOR FUTURE USE.

NON-CONFORMING SERVICE AGREEMENTS

| Name of Shipper/Agreement No. ----- | Rate Schedule ----- | Agreement Date ----- | Date Effective ----- |
|---|---------------------------|----------------------------|----------------------------|
| Municipal Gas Authority of Georgia (Contract No. 9035023) | FT | 02/16/06 | 01/01/06 |
| Municipal Gas Authority of Georgia (Contract No. 9035024) | FT | 02/16/06 | 01/01/06 |
| Municipal Gas Authority of Georgia (Contract No. 9035025) | FT | 02/16/06 | 01/01/06 |
| Municipal Gas Authority of Georgia (Contract No. 9035026) | FT | 02/16/06 | 01/01/06 |
| Municipal Gas Authority of Georgia (Contract No. 9035027) | FT | 02/16/06 | 01/01/06 |
| Municipal Gas Authority of Georgia (Contract No. 9035028) | FT | 02/16/06 | 01/01/06 |
| Municipal Gas Authority of Georgia (Contract No. 9035029) | FT | 02/16/06 | 01/01/06 |
| Municipal Gas Authority of Georgia (Contract No. 9035030) | FT | 02/16/06 | 01/01/06 |
| Municipal Gas Authority of Georgia (Contract No. 9035031) | FT | 02/16/06 | 01/01/06 |
| Municipal Gas Authority of Georgia (Contract No. 9035032) | FT | 02/16/06 | 01/01/06 |
| Municipal Gas Authority of Georgia (Contract No. 9035033) Amendment | FT | 02/16/06 09/28/06 | 01/01/06 10/01/06 |
| Municipal Gas Authority of Georgia (Contract No. 9035034) | FT | 02/16/06 | 01/01/06 |
| Municipal Gas Authority of Georgia (Contract No. 9035035) | FT | 02/16/06 | 01/01/06 |
| Municipal Gas Authority of Georgia (Contract No. 9035036) | FT | 02/16/06 | 01/01/06 |
| Municipal Gas Authority of Georgia (Contract No. 9035038) | FT | 02/16/06 | 01/01/06 |
| Municipal Gas Authority of Georgia (Contract No. 9035039) | FT | 02/16/06 | 01/01/06 |

~~NON-CONFORMING SERVICE AGREEMENTS~~

| Name of Shipper/Agreement No. | Rate | Agreement | Date |
|--|-----------------|----------------------|---------------------|
| Schedule | Date | Effective | |
| Municipal Gas Authority of Georgia (Contract No. 9035040) | FT | 02/16/06 | 01/01/06 |
| Municipal Gas Authority of Georgia (Contract No. 9035041) | FT | 02/16/06 | 01/01/06 |
| Municipal Gas Authority of Georgia (Contract No. 9035042) | FT | 02/16/06 | 01/01/06 |
| Municipal Gas Authority of Georgia (Contract No. 9035044) | FT | 02/16/06 | 01/01/06 |

SHEET NO. 30A IS BEING RESERVED FOR FUTURE USE.

Appendix B

AMENDMENT TO SERVICE AGREEMENT
Contract Number 9035033

THIS AMENDMENT ("Amendment") is entered into this 28th day of September, 2006 by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as Seller, first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as Buyer, second party.

WITNESSETH

WHEREAS, Seller and Buyer are parties to 21 service agreements dated February 16, 2006 (Seller's contract numbers 9035023, 9035024, 9035025, 9035026, 9035027, 9035028, 9035029, 9035030, 9035031, 9035032, 9035033, 9035034, 9035035, 9035036, 9035037, 9035038, 9035039, 9035040, 9035041, 9035042, and 9035044) under Seller's Rate Schedule FT and 9 service agreements dated May 26, 2006 (Seller's contract numbers 9031160, 9031161, 9031162, 9031163, 9031164, 9031169, 9031170, 9031171, and 9031172) under Seller's Rate Schedule FT, for transportation on Seller's pipeline system; and

WHEREAS, Section 22 of the General Terms and Conditions of Seller's FERC Gas Tariff ("Section 22") permits Seller and Buyer to mutually agree to consolidate multiple service agreements into a single service agreement provided certain conditions are satisfied; and

WHEREAS, Seller and Buyer have agreed to consolidate the above identified service agreements by amending Contract Number 9035033 ("Service Agreement") to include the Transportation Contract Quantity from all of the other service agreements listed above and by terminating the service agreements listed above except this Service Agreement.

NOW, THEREFORE, Seller and Buyer hereby agree to amend this Service Agreement effective 9:00 a.m. Central Clock Time on November 1, 2006 as follows:

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

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective as of January 1, 2006 and shall remain in force and effect until 9:00 a.m. Central Clock Time January 1, 2009 and thereafter until terminated by Seller or Buyer upon at least three (3) years written notice; provided, however, this agreement shall terminate immediately and, subject to the receipt of necessary authorizations, if any, Seller may discontinue service hereunder if (a) Buyer, in Seller's reasonable judgment fails to demonstrate credit worthiness, and (b) Buyer fails to provide adequate security in accordance with Section 32 of the General Terms and Conditions of Seller's Volume No. 1 Tariff. As set forth in Section 8 of Article II of Seller's August 7, 1989 revised Stipulation and Agreement in Docket Nos. RP88-68 et.al., (a) pregranted abandonment under Section 284.221(d) of the Commission's Regulations shall not apply to any long term conversions from firm sales service to transportation service under Seller's Rate Schedule FT and (b) Seller shall not exercise its right to terminate this service agreement as it applies to transportation service resulting from conversions from firm sales service so long as Buyer is willing to pay rates no less favorable than Seller is otherwise able to collect from third parties for such service.

AMENDMENT TO SERVICE AGREEMENT
(Continued)

2. Exhibit B of the Service Agreement is hereby deleted in its entirety and replaced by the attached Revised Exhibit B.
3. Exhibit D of the Service Agreement is hereby deleted in its entirety and replaced by the attached Revised Exhibit D.
4. Except as herein amended, the Service Agreement shall remain in full force and effect pursuant to the terms thereof.
5. Effective 9:00 a.m. Central Clock Time on November 1, 2006, the following service agreements are hereby terminated: Contract Numbers 9035023, 9035024, 9035025, 9035026, 9035027, 9035028, 9035029, 9035030, 9035031, 9035032, 9035034, 9035035, 9035036, 9035037, 9035038, 9035039, 9035040, 9035041, 9035042, 9035044, 9031160, 9031161, 9031162, 9031163, 9031164, 9031169, 9031170, 9031171, and 9031172.

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

TRANSCONTINENTAL GAS PIPE
LINE CORPORATION ("Seller")

By Paul F. Egner III

Paul F. Egner III
Director, Customer Services

CFE
JFB

MUNICIPAL GAS AUTHORITY
OF GEORGIA ("Buyer")

By Michael J. Frey

Name: Michael J. Frey
Title: Vice President
Gas Supply + Operations

REVISED EXHIBIT B

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS AUTHORITY OF GEORGIA, AS BUYER, DATED FEBRUARY 16, 2006 AS AMENDED ON September 28, 2006.

| <u>Point(s) of Delivery</u> | <u>Pressures</u> |
|--|--|
| 1. Station 54* | Not applicable |
| 2. Seller's Eminence Storage Field, Covington County, Mississippi. | Prevailing pressure in Seller's pipeline system not to exceed maximum allowable operating pressure. |
| 3. Butler Meter Station, located at mile post 791.07 on Seller's main transmission line adjacent to Old State Highway No. 10, approximately 2 miles north-westerly from the City of Butler, Choctaw County, Alabama. | Not less than fifty (50) pounds per square inch gauge or at such other pressures as may be agreed upon in the day-to-day operations of Buyer and Seller. |
| 4. Maplesville Meter Station, located at mile post 879.00 on Seller's main transmission line near Jones, Autauga County, Alabama. | Not less than fifty (50) pounds per square inch gauge or at such other pressures as may be agreed upon in the day-to-day operations of Buyer and Seller. |
| 5. The outlet side of Seller's Rockford Meter and Regulator Station located adjacent to Seller's main transmission line on State Highway No. 11 approximately 0.5 mile south of the City of Rockford, Coosa County, Alabama, where the facilities of Seller connect with those of Buyer. | Not less than fifty (50) pounds per square inch gauge or at such other pressures as may be agreed upon in the day-to-day operations of Buyer and Seller. |
| 6. Goodwater Meter Station, located on Seller's main transmission line, adjacent to U.S. Highway No. 241, approximately 4 miles northwest of Alexander City, Tallapoosa County, Alabama. | Not less than fifty (50) pounds per square inch gauge or at such other pressures as may be agreed upon in the day-to-day operations of Buyer and Seller. |
| 7. Ashland-Lineville Meter Station, located at mile post 952.95 on Seller's main transmission line in Tallapoosa County, Alabama. | Not less than fifty (50) pounds per square inch gauge or at such other pressures as may be agreed upon in the day-to-day operations of Buyer and Seller. |

EXHIBIT B
(Continued)

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|--|--|
| 8. The outlet side of Seller's Wadley Meter and Regulator Station located adjacent to Seller's main transmission line on a County Road approximately 0.5 mile northerly from the City of Wadley, Randolph County, Alabama, where the facilities of Seller connect with those of Buyer. | Not less than fifty (50) pounds per square inch gauge or at such other pressures as may be agreed upon in the day-to-day operations of Buyer and Seller. |
| 9. Roanoke Meter Station, located at mile post 976.35 on Seller's main transmission line on the east side of State Highway No. 37 approximately 2 miles northwesterly from the City of Roanoke, Randolph County, Alabama. | Not less than fifty (50) pounds per square inch gauge or at such other pressures as may be agreed upon in the day-to-day operations of Buyer and Seller. |
| 10. Wedowee Meter Station, located at mile post 976.35 on Seller's main transmission line on the east side of State Highway No. 37, approximately 2 miles northwesterly from the City of Roanoke, Randolph County, Alabama. | Not less than fifty (50) pounds per square inch gauge or at such other pressures as may be agreed upon in the day-to-day operations of Buyer and Seller. |
| 11. Covington Meter Station, located at mile post 1074.57 on Seller's main transmission line, adjacent to Georgia State Highway No. 81, Walton County, Georgia | Not less than fifty (50) pounds per square inch gauge or at such other pressures as may be agreed upon in the day-to-day operations of Buyer and Seller. |
| 12. Madison Meter Station, located at mile post 1077.10 on Seller's main transmission line in Morgan County, Georgia | Not less than fifty (50) pounds per square inch gauge or at such other pressures as may be agreed upon in the day-to-day operations of Buyer and Seller. |
| 13. Monroe Meter Station, located at point of connection of Seller's facilities and those of the City of Monroe, Georgia adjacent to State Highway No. 11 approximately 1.25 miles northwesterly from the City of Monroe, Walton County, Georgia. | Not less than fifty (50) pounds per square inch gauge or at such other pressures as may be agreed upon in the day-to-day operations of Buyer and Seller. |
| 14. Lawrenceville Meter Station, located at mile post 20.69 on Seller's Georgia extension adjacent to Georgia State Highway No. 124, in Gwinnett County, Georgia. | Not less than fifty (50) pounds per square inch gauge or at such other pressures as may be agreed Upon in the day-to-day operations of Buyer and Seller. |

EXHIBIT B
(Continued)

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|---|--|
| 15. Sugar Hill Meter Station, located at mile post 26.96 on Seller's Georgia extension, Gwinnett County, Georgia. | Not less than fifty (50) pounds per square inch gauge or at such Other pressures as may be agreed upon in the day-to-day operations of Buyer and Seller. |
| 16. Winder Meter Station, located at mile post 1092.52 on Seller's main transmission line approximately one (1) mile west of Georgia State Highway No. 53 in Oconee County, Georgia, and approximately nine (9) miles East of Monroe, Georgia. | Not less than fifty (50) pounds per square inch gauge or at such other pressures as may be agreed upon in the day-to-day operations of Buyer and Seller. |
| 17. Commerce Meter Station, located at mile post 1107.67 on Seller's main transmission line, adjacent to Georgia State Highway No. 24, approximately 4 miles northwesterly from the City of Athens, Clarke County, Georgia | Not less than fifty (50) pounds per square inch gauge or at such other pressures as may be agreed upon in the day-to-day operations of Buyer and Seller. |
| 18. Greensboro-Union Point Meter Station, located on Seller's main transmission line southwesterly of Danielsville, Madison County, Georgia. | Not less than fifty (50) pounds per square inch gauge or at such other pressures as may be agreed Upon in the day-to-day operations of Buyer and Seller. |
| 19. The outlet side of Seller's Bowman-Elberton-Royston-Lavonia Meter and Regulator Station Site adjacent to Seller's main transmission line located near Georgia State Highway No. 17 approximately ½ mile northwesterly from the City of Bowman, in Elbert County, Georgia, where the facilities of Seller connect with those of Buyer. | Not less than fifty (50) pounds per square inch gauge or at such other pressures as may be agreed upon in the day-to-day operations of Buyer and Seller. |
| 20. Royston Meter Station, located at mile post 1132.23 on Seller's main transmission line located near Georgia State Highway No. 17 approximately ½ mile northwesterly from the City of Bowman, Elbert County, Georgia | Not less than fifty (50) pounds per square inch gauge or at such other pressures as may be agreed upon in the day-to-day operations of Buyer and Seller. |
| 21. Toccoa Meter Station, located at mile post 1134.12 on Seller's main transmission line in Elbert County, Georgia.. | Not less than fifty (50) pounds per square inch gauge or at such other pressures as may be agreed upon in the day-to-day operations of Buyer and Seller. |

EXHIBIT B
(Continued)

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|---|--|
| 22. Elberton Meter Station, located at mile post 1141.97 on Seller's main transmission line, Hart County, Georgia | Not less than fifty (50) pounds per square inch gauge or at such other pressures as may be agreed upon in the day-to-day operations of Buyer and Seller. |
| 23. Hartwell Meter Station, located at mile post 1141.97 on Seller's main transmission line near Georgia State Highway No. 77 approximately 4-1/2 miles southerly from the City of Hartwell, in Hart County, Georgia. | Not less than fifty (50) pounds per square inch gauge or at such other pressures as may be agreed upon in the day-to-day operations of Buyer and Seller. |

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

REVISED EXHIBIT D

ATTACHED AND MADE PART OF THAT SERVICE AGREEMENT BY AND BETWEEN TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND MUNICIPAL GAS AUTHORITY OF GEORGIA, AS BUYER, DATED FEBRUARY 16, 2006 AS AMENDED ON September 28, 2006.

| <u>Month</u> | <u>FT Entitlement (Dt/d)</u> |
|--------------|------------------------------|
| January | 52,575 |
| February | 52,393 |
| March | 47,334 |
| April | 42,905 |
| May | 35,971 |
| June | 34,824 |
| July | 34,648 |
| August | 34,139 |
| September | 35,806 |
| October | 42,604 |
| November | 47,228 |
| December | 52,333 |

Contract # 9035033

SERVICE AGREEMENT

between

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

and

MUNICIPAL GAS AUTHORITY OF GEORGIA

SERVICE AGREEMENT

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

WITNESSETH

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

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

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

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

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I GAS TRANSPORTATION SERVICE

1. Subject to the terms and provisions of this agreement and of Seller's Rate Schedule FT, Buyer agrees to deliver or cause to be delivered to Seller gas for transportation and Seller agrees to receive, transport and redeliver natural gas to Buyer or for the account of Buyer, on a firm basis, up to a Transportation Contract Quantity ("TCQ") as set forth in Exhibit D.

2. Transportation service rendered hereunder shall not be subject to curtailment or interruption except as provided in Section 11 and, if applicable, Section 42 of the General Terms and Conditions of Seller's FERC Gas Tariff.

ARTICLE II POINT (S) OF RECEIPT

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

SERVICE AGREEMENT (Continued)

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

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

ARTICLE III POINT (S) OF DELIVERY

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

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

ARTICLE IV TERM OF AGREEMENT

This agreement shall be effective as of January 1, 2006, and shall remain in force and effect until 9:00 a.m. Central Clock Time March 31, 2006 and thereafter until terminated by Seller or Buyer upon at least three (3) years written notice; provided, however, this agreement shall terminate immediately and, subject to the receipt of necessary authorizations, if any, Seller may discontinue service hereunder if (a) Buyer, in Seller's reasonable judgment fails to demonstrate credit worthiness, and (b) Buyer fails to provide adequate security in accordance with Section 32 of the General Terms and Conditions of Seller's Volume No. 1 Tariff. As set forth in Section 8 of Article II of Seller's August 7, 1989 revised Stipulation and Agreement in Docket Nos. RP88-68 et.al., (a) pregranted abandonment under Section 284.221 (d) of the Commission's Regulations shall not apply to any long term conversions from firm sales service to transportation service under Seller's Rate Schedule FT and (b) Seller shall not exercise its right to terminate this service agreement as it applies to transportation service resulting from conversions from firm sales service so long as Buyer is willing to pay rates no less favorable than Seller is otherwise able to collect from third parties for such service.

ARTICLE V RATE SCHEDULE AND PRICE

1. Buyer shall pay Seller for natural gas delivered to Buyer hereunder in accordance with Seller's Rate Schedule FT and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff as filed with the Federal Energy Regulatory Commission, and as the same may be legally amended or superseded from time to time. Such Rate Schedule and General Terms and Conditions are by this reference made a part hereof. In the event Buyer and Seller mutually agree to a negotiated rate pursuant to the provisions in Section 53 of the General Terms and Conditions and specified term for service hereunder, provisions governing such negotiated rate (including surcharges) and term shall be set forth on Exhibit C to the service agreement.

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

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

SERVICE AGREEMENT (Continued)

Buyer's request for service under Seller's Rate Schedule FT, to the extent such fees are imposed upon Seller by the Federal Energy Regulatory Commission or any successor governmental authority having jurisdiction.

ARTICLE VI
MISCELLANEOUS

1. This Agreement supersedes and cancels as of the effective date hereof the following contract(s) between the parties hereto:
None.

2. No waiver by either party of any one or more defaults by the other in the performance of any provisions of this agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.

3. The interpretation and performance of this agreement shall be in accordance with the laws of the State of Texas, without recourse to the law governing conflict of laws, and to all present and future valid laws with respect to the subject matter, including present and future orders, rules and regulations of duly constituted authorities.

4. This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Notices to either party shall be in writing and shall be considered as duly delivered when mailed to the other party at the following address:

(a) If to Seller:
Transcontinental Gas Pipe Line Corporation
P. O. Box 1396
Houston, Texas 77251
Attention: Director – Marketing Services

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

SERVICE AGREEMENT (Continued)

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

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

TRANSCONTINENTAL GAS PIPE LINE CORPORATION
(Seller)

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

*Set
JME
OKA*

MUNICIPAL GAS AUTHORITY OF GEORGIA
(Buyer)

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

EXHIBIT A

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

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

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

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

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

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

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

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

Point(s) of Receipt

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

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

100%

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

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

** Receipt of gas by displacement only.

EXHIBIT B

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

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

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

EXHIBIT C

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

Specification of Negotiated Rate and Term

None

EXHIBIT D

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

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

AMENDMENT TO SERVICE AGREEMENT

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

WITNESSETH

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

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

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

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

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective as of January 1, 2006 and shall remain in force and effect until 9:00 a.m. Central Clock Time March 31, 2007 and thereafter until terminated by Seller or Buyer upon at least three (3) years written notice; provided, however, this agreement shall terminate immediately and, subject to the receipt of necessary authorizations, if any, Seller may discontinue service hereunder if (a) Buyer, in Seller's reasonable judgment fails to demonstrate credit worthiness, and (b) Buyer fails to provide adequate security in accordance with Section 32 of the General Terms and Conditions of Seller's Volume No. 1 Tariff. As set forth in Section 8 of Article II of Seller's August 7, 1989 revised Stipulation and Agreement in Docket Nos. RP88-68 et.al., (a) pregranted abandonment under Section 284.221(d) of the Commission's Regulations shall not apply to any long term conversions from firm sales service to transportation service under Seller's Rate Schedule FT and (b) Seller shall not exercise its right to terminate this service agreement as it applies to transportation service resulting from conversions from firm sales service so long as Buyer is willing to pay rates no less favorable than Seller is otherwise able to collect from third parties for such service.

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

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

TRANSCONTINENTAL GAS PIPE LINE CORPORATION ("SELLER")

MUNICIPAL GAS AUTHORITY OF GEORGIA ("BUYER")

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

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

Handwritten initials and scribbles

Appendix C



**MUNICIPAL GAS
AUTHORITY OF GEORGIA**

VIA Email and Regular Mail

September 20, 2006

Transcontinental Gas Pipe Line Corporation
2800 Post Oak Blvd.
P.O. Box 1396
Houston, TX 77251-1396

Ms Cindy Hungate; cynthia.l.hungate@williams.com
Mr. Larry Cunningham; larry.g.cunningham@williams.com

Dear Cindy and Larry,

The Municipal Gas Authority of Georgia ("Gas Authority") would like to extend the termination dates of its existing transportation contracts under Transcontinental Gas Pipe Line Corporation's ("Transco") FT, SE94 and ESS rate schedules as indicated below.

The Gas Authority also requests consolidation of its contracts as detailed below. The Gas Authority requested effective date for the consolidation is November 1, 2006, subject to receipt of any necessary FERC approvals.

| <u>Contract/Rate Schedule</u> | <u>Contract #s</u> | <u>Action – Contract date extension</u> |
|--------------------------------------|---|--|
| FT (telescoped FT) | 9031160 thru 9031164 9031169 thru 9031172 9035023 thru 9035042 9035044 | Extend contract term dates to 12/31/08 |
| SE94 (FT) | 9030020 thru 9030024 | Extend contract term dates to 10/31/15 |
| ESS 10/31/13 | 9030838 thru 9030854 9030856, 9030857 9031059 | Extend contract term dates to |
| <u>Contract/Rate Schedule</u> | <u>Contract #s</u> | <u>Action - Consolidation</u> |
| SE94 and SE95/96 (FT) | 9030020 thru 9030024 9030025 thru 9030029 | Consolidate contracts listed |

Ms Cindy Hungate
Mr. Larry Cunningham
September 20, 2006
Page 2

| <u>Contract/Rate Schedule</u> | <u>Contract #s</u> | <u>Action - Consolidation</u> |
|-------------------------------|---|-----------------------------------|
| ESS | 9030838 thru 9030854 9030856, 9030857 9031058, 9031059 | Consolidate all ESS contracts |
| FT (telescoped FT) | 9031160 thru 9031164 9031169 thru 9031172 9035023 thru 9035042 9035044 | Consolidate contracts listed |
| SEP (FT) | 9031593 thru 9031600 | Consolidate all SEP contracts |
| Sunbelt (FT) | 9030478, 9030543 | Consolidate all Sunbelt contracts |
| Southcoast (Mainline) (FT) | 9030542, 9030797, 9031260 9031413 | Consolidate Southcoast contracts |
| Southcoast (Extension) (FT) | 9031414, 9031374 | Consolidate Southcoast contracts |
| Sundance (FT) | 9031499, 9031574 9031576, 9031577 | Consolidate Sundance contracts |
| Momentum (Mainline) (FT) | 9031476, 9031477, 9031497 9031498, 9031662 9031863 | Consolidate Momentum |
| LNG | 9031663 thru 9031668 | Consolidate all LNG contracts |

The Gas Authority sincerely appreciates Transco's assistance with working through this process. We look forward to the operational efficiency associated with this change. If you have any questions, please let me know.

Sincerely,



Michael J. Frey
Vice President, Gas Supply and Operations

cc: James Byrd, Miller, Balis & O'Neil
Julie Lobdell, MGAG