



Gas Pipeline - Transco  
2800 Post Oak Boulevard (77056)  
P.O. Box 1396  
Houston, Texas 77251-1396  
713-215-3380

September 30, 2005

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

Attention: Magalie R. Salas, Secretary

Reference: Transcontinental Gas Pipe Line Corporation  
Negotiated Rate Filing  
Docket No. RP96-359-\_\_\_

Ladies and Gentlemen:

Transcontinental Gas Pipe Line Corporation ("Transco") submits herewith for filing with the Federal Energy Regulatory Commission ("Commission") copies of nineteen executed service agreements between Transco and Municipal Gas Authority of Georgia ("MGAG") under Transco's Rate Schedule FT that contain negotiated rates for firm transportation service under Transco's SouthCoast,<sup>1</sup> Sundance,<sup>2</sup> and Momentum<sup>3</sup> Expansion Projects (hereinafter "SouthCoast," "Sundance," and "Momentum," respectively). The effective date of these service agreements and the negotiated rates set forth therein is October 1, 2005.

#### Statement of Nature, Reasons and Basis

The nineteen negotiated rate service agreements submitted herewith are the result of the permanent releases to MGAG, pursuant to Section 42.14 of the General Terms and Conditions of Transco's FERC Gas Tariff, of previously filed firm transportation agreements comprising 11,334 dt/day of SouthCoast firm transportation capacity, 2,795 dt/day of

---

<sup>1</sup> Transco's SouthCoast Expansion Project was approved by Commission order issued May 22, 2000 in Docket No. CP99-392-000. The permanently released SouthCoast contracts related to the instant filing became effective November 1, 2000.

<sup>2</sup> Transco's Sundance Expansion Project was approved by Commission order issued March 29, 2001 in Docket No. CP00-165-000. The permanently released Sundance contracts related to the instant filing became effective May 1, 2002.

<sup>3</sup> Transco's Momentum Expansion project was approved by Commission order issued February 14, 2001 in Docket Nos. CP01-388-000 and CP01-388-001; as amended on April 10, 2003 in Docket No. CP01-388-002. The permanently released Momentum contracts related to the instant filing became effective May 1, 2003.

Sundance firm transportation capacity, and 13,508 dt/day of Momentum firm transportation capacity, as summarized below.

<u>Releasing Shipper</u>	<u>Firm Service</u>	<u>Released Quantity</u>
City of Covington, GA	SouthCoast	1,294 (Dt/day)
City of Lawrenceville, GA	SouthCoast	3,105
City of Sugar Hill, GA	SouthCoast	2,277
City of Toccoa, GA	SouthCoast	3,105
City of Winder, GA	SouthCoast	1,035
East Central Alabama Gas District	SouthCoast	<u>518</u>
Total SouthCoast		11,334
City of Commerce, GA	Sundance	207
City of Covington, GA	Sundance	776
City of Sugar Hill, GA	Sundance	518
City of Toccoa, GA	Sundance	1,035
City of Winder, GA	Sundance	<u>259</u>
Total Sundance		2,795
City of Covington, GA	Momentum	518
City of Elberton, GA	Momentum	207
City of Lawrenceville, GA	Momentum	10,350
City of Madison, GA	Momentum	207
City of Sugar Hill, GA	Momentum	776
City of Winder, GA	Momentum	<u>1,450</u>
Total Momentum		13,508

To effectuate the permanent releases, Transco and MGAG have entered into nineteen separate service agreements, six for the SouthCoast capacity, five for the Sundance capacity, and eight for the Momentum capacity,<sup>4</sup> all under Transco's Rate Schedule FT. The service agreements include negotiated rates as set forth on Exhibit C thereto. Upon the effective date of the permanent releases, the above-named releasing shippers will no longer be SouthCoast, Sundance, or Momentum customers.

Accordingly, pursuant to the Commission's Alternative Rate Policy Statement,<sup>5</sup> for which the Commission has approved tariff sheets under Transco's Rate Schedule FT that permit Transco to negotiate rates,<sup>6</sup> and the Commission's order in Docket No. PL02-6-000 entitled

<sup>4</sup> City of Lawrenceville permanently released its Momentum capacity to MGAG in three separate transactions; therefore, MGAG executed three FT contracts to replace City of Lawrenceville's one contract.

<sup>5</sup> Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines and Regulation of Negotiated Transportation Services of Natural Gas Pipelines (Alternative Rate Policy Statement), 74 FERC ¶ 61,076 (1996), reh'g and clarification denied, 75 FERC ¶ 61,024 (1996), reh'g denied, 75 FERC ¶ 61,066 (1996).

<sup>6</sup> Transcontinental Gas Pipe Line Corp., 76 FERC ¶ 61,318 (1996).

“Modification of Negotiated Rate Policy,”<sup>7</sup> Transco submits herewith for filing with the Commission the above-described service agreements with MGAG. The service agreements conform in all material respects with Transco’s pro forma service agreement under Rate Schedule FT.

#### Effective Date and Waivers

As discussed above, the effective date of the service agreements and the negotiated rates set forth therein is October 1, 2005. Transco respectfully requests that the Commission grant any waivers that it may deem necessary to accept this filing as requested herein.

#### Materials Submitted Herewith

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

- (1) a proposed form of notice for the instant filing suitable for publication in the Federal Register, and a diskette copy of such notice labeled NT093005.BSC in accordance with Section 154.209 of the Commission’s Regulations and
- (2) copies of the executed service agreements between Transco and MGAG.

#### Posting and Certification of Service

In accordance with the provisions of Section 154.2(d) of the Commission’s 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. In addition, Transco is serving copies of the instant filing to its affected customers and interested state commissions.

Any communications in regard to this filing should be sent to:

Scott C. Turkington  
Director, Rates & Regulatory  
Transcontinental Gas Pipe Line Corporation  
P.O. Box 1396  
Houston, Texas 77251

---

<sup>7</sup> 104 FERC ¶ 61,134 (2003).

And copies should be mailed to:

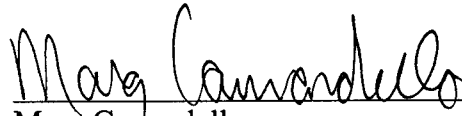
David Glenn  
Senior Counsel  
Transcontinental Gas Pipe Line Corporation  
P.O. Box 1396  
Houston, Texas 77251

and

Marshia Younglund  
Manager, Federal Regulatory Affairs  
The Williams Companies, Inc.  
1627 Eye Street, N.W., Suite 900  
Washington, D.C. 20006

Respectfully submitted,

TRANSCONTINENTAL GAS PIPE  
LINE CORPORATION

A handwritten signature in cursive script, reading "Marg Camardello", written over a horizontal line.

Marg Camardello  
Manager, Tariffs and Certificates  
713-215-3380

UNITED STATES OF AMERICA  
FEDERAL ENERGY REGULATORY COMMISSION

In the Matter of )  
Transcontinental Gas Pipe Line ) Docket No. RP96-359-\_\_\_\_  
Corporation )

NOTICE OF FILING

Take notice that on September 30, 2005 Transcontinental Gas Pipe Line Corporation (“Transco”) tendered for filing with the Federal Energy Regulatory Commission (“Commission”) copies of nineteen executed service agreements between Transco and Municipal Gas Authority of Georgia under Transco’s Rate Schedule FT that contain negotiated rates for firm transportation service under Transco’s SouthCoast, Sundance, and Momentum Expansion Projects. The effective date of these service agreements is October 1, 2005.

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 Section 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](mailto:FERCOnlineSupport@ferc.gov), or call (866) 208-3676 (toll free). For TTY, call (202) 502-8659.

Magalie R. Salas  
Secretary

Contract # 9031260

SERVICE AGREEMENT

between

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

and

MUNICIPAL GAS AUTHORITY OF GEORGIA

## SERVICE AGREEMENT

THIS AGREEMENT entered into this 28<sup>th</sup> day of September, 2005, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as "Buyer," second party,

### WITNESSETH

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

WHEREAS, Seller and City of Covington, Georgia are parties to a Service Agreement, dated May 23, 2000 (Seller's contract number 1037191), under Seller's Rate Schedule FT, pursuant to which Seller provides firm transportation service under Seller's SouthCoast Expansion Project (referred to as "SouthCoast") of up to a Transportation Contract Quantity of 1,294 dt per day through Seller's pipeline system; and

WHEREAS, pursuant to Section 42 of the General Terms and Conditions of Seller's FERC Gas Tariff, City of Covington, Georgia has permanently relinquished and released to Buyer 1,294 dt per day of the Transportation Contract Quantity under that Service Agreement effective as of October 1, 2005; and

WHEREAS, Buyer has agreed to such permanent capacity release and is willing to assume all rights and obligations of City of Covington, Georgia for the 1,294 dt per day of Transportation Contract Quantity 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") of 1,294 dt per day.

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

SERVICE AGREEMENT  
(Continued)

the gas delivered or caused to be delivered by Buyer to Seller at the point(s) of receipt shall be 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 October 1, 2005, and shall remain in force and effect until 9:00 a.m. Central Clock Time November 1, 2015 and thereafter until terminated by Seller or Buyer upon at least one (1) year 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

SERVICE AGREEMENT  
(Continued)

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 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 - South

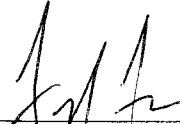
(b) If to Buyer:  
Municipal Gas Authority of Georgia  
104 TownPark Drive  
Kennesaw, Georgia 30144  
Attn: Arthur C. Corbin

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

SERVICE AGREEMENT  
(Continued)

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  \_\_\_\_\_  
Frank J. Ferazzi  
Vice President, Commercial Operations

*San*  
*eye*  
*X OK*

MUNICIPAL GAS AUTHORITY OF GEORGIA  
(Buyer)

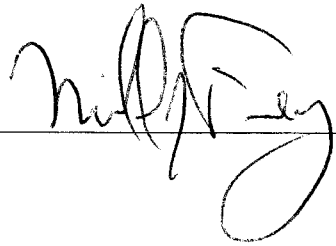
By  \_\_\_\_\_

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 September 28, 2005.

<u>Point(s) of Receipt</u>	<u>Maximum Daily Quantity at each Receipt Point (Dt/d)<sup>1</sup></u>
Point of interconnection between Seller's mainline and Mobile Bay Lateral at milepost 784.66 in Choctaw County, Alabama	1,294

---

<sup>1</sup> 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.

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 September 20, 2005.

Point(s) of Delivery

Covington, located at milepost 1074.57 on Seller's main transmission line in Walton County, Georgia

Pressures

Pressure(s) shall not be 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 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 September 28, 2005.

Specification of Negotiated Rate and Term

During the ten (10) year, one (1) month primary term of this Service Agreement, Buyer shall pay a negotiated monthly reservation rate of \$6.0833 per dt, plus the electric power unit rate, all surcharges (except for the GRI surcharge) and fuel applicable from time to time to SouthCoast service under Rate Schedule FT.

Contract # 9031414

SERVICE AGREEMENT

between

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

and

MUNICIPAL GAS AUTHORITY OF GEORGIA

## SERVICE AGREEMENT

THIS AGREEMENT entered into this 28<sup>th</sup> day of September, 2005, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as "Buyer," second party,

### WITNESSETH

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

WHEREAS, Seller and City of Lawrenceville, Georgia are parties to a Service Agreement, dated May 23, 2000 (Seller's contract number 1037193), under Seller's Rate Schedule FT, pursuant to which Seller provides firm transportation service under Seller's SouthCoast Expansion Project (referred to as "SouthCoast") of up to a Transportation Contract Quantity of 3,105 dt per day through Seller's pipeline system; and

WHEREAS, pursuant to Section 42 of the General Terms and Conditions of Seller's FERC Gas Tariff, City of Lawrenceville, Georgia has permanently relinquished and released to Buyer 3,105 dt per day of the Transportation Contract Quantity under that Service Agreement effective as of October 1, 2005; and

WHEREAS, Buyer has agreed to such permanent capacity release and is willing to assume all rights and obligations of City of Lawrenceville, Georgia for the 3,105 dt per day of Transportation Contract Quantity 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") of 3,105 dt per day.

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

SERVICE AGREEMENT  
(Continued)

the gas delivered or caused to be delivered by Buyer to Seller at the point(s) of receipt shall be 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 October 1, 2005, and shall remain in force and effect until 9:00 a.m. Central Clock Time November 1, 2015 and thereafter until terminated by Seller or Buyer upon at least one (1) year 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

SERVICE AGREEMENT  
(Continued)

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 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:

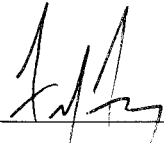
- (a) If to Seller:  
Transcontinental Gas Pipe Line Corporation  
P. O. Box 1396  
Houston, Texas 77251  
Attention: Director – Marketing Services - South
  
- (b) If to Buyer:  
Municipal Gas Authority of Georgia  
104 TownPark Drive  
Kennesaw, Georgia 30144  
Attn: Arthur C. Corbin

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

SERVICE AGREEMENT  
(Continued)

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  \_\_\_\_\_  
Frank J. Ferazzi  
Vice President, Commercial Operations

*Jan  
DL  
OK DMH*

MUNICIPAL GAS AUTHORITY OF GEORGIA  
(Buyer)

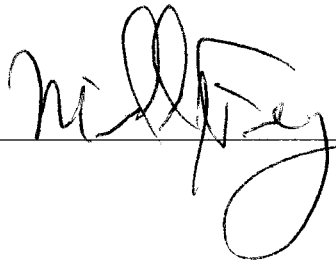
By  \_\_\_\_\_

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 September 28, 2005.

<u>Point(s) of Receipt</u>	<u>Maximum Daily Quantity at each Receipt Point (Dt/d)<sup>1</sup></u>
Point of interconnection between Seller's mainline and Mobile Bay Lateral at milepost 784.66 in Choctaw County, Alabama	3,105

---

<sup>1</sup> 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.

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 September 28, 2005.

Point(s) of Delivery

Lawrenceville Meter Station, located at milepost 20.69 on Seller's Georgia extension in Gwinnett County, Georgia

Pressures

Pressure(s) shall not be 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 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 September 20, 2005.

Specification of Negotiated Rate and Term

During the ten (10) year, one (1) month primary term of this Service Agreement, Buyer shall pay a negotiated monthly reservation rate of \$9.125 per dt, plus the electric power unit rate, all surcharges (except for the GRI surcharge) and fuel applicable from time to time to SouthCoast service under Rate Schedule FT.

Contract # 9031374

SERVICE AGREEMENT

between

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

and

MUNICIPAL GAS AUTHORITY OF GEORGIA

SERVICE AGREEMENT

THIS AGREEMENT entered into this 28<sup>th</sup> day of September, 2005, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as "Buyer," second party,

WITNESSETH

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

WHEREAS, Seller and City of Sugar Hill, Georgia are parties to a Service Agreement, dated May 23, 2000 (Seller's contract number 1037194), under Seller's Rate Schedule FT, pursuant to which Seller provides firm transportation service under Seller's SouthCoast Expansion Project (referred to as "SouthCoast") of up to a Transportation Contract Quantity of 2,277 dt per day through Seller's pipeline system; and

WHEREAS, pursuant to Section 42 of the General Terms and Conditions of Seller's FERC Gas Tariff, City of Sugar Hill, Georgia has permanently relinquished and released to Buyer 2,277 dt per day of the Transportation Contract Quantity under that Service Agreement effective as of October 1, 2005; and

WHEREAS, Buyer has agreed to such permanent capacity release and is willing to assume all rights and obligations of City of Sugar Hill, Georgia for the 2,277 dt per day of Transportation Contract Quantity 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") of 2,277 dt per day.

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

SERVICE AGREEMENT  
(Continued)

the gas delivered or caused to be delivered by Buyer to Seller at the point(s) of receipt shall be 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 October 1, 2005, and shall remain in force and effect until 9:00 a.m. Central Clock Time November 1, 2015 and thereafter until terminated by Seller or Buyer upon at least one (1) year 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

SERVICE AGREEMENT  
(Continued)

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 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:

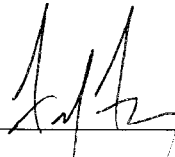
- (a) If to Seller:  
Transcontinental Gas Pipe Line Corporation  
P. O. Box 1396  
Houston, Texas 77251  
Attention: Director – Marketing Services - South
  
- (b) If to Buyer:  
Municipal Gas Authority of Georgia  
104 TownPark Drive  
Kennesaw, Georgia 30144  
Attn: Arthur C. Corbin

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

SERVICE AGREEMENT  
(Continued)

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   
Frank J. Ferazzi  
Vice President, Commercial Operations

*TC*  
*DC*  
*18*  
*07/07*

MUNICIPAL GAS AUTHORITY OF GEORGIA  
(Buyer)

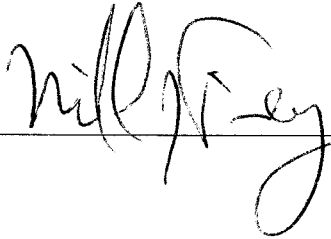
By 

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 September 28, 2005.

Point(s) of Receipt

Maximum Daily Quantity  
at each Receipt Point (Dt/d)<sup>1</sup>

Point of interconnection between Seller's mainline  
and Mobile Bay Lateral at milepost 784.66 in Choctaw  
County, Alabama

2,277

---

<sup>1</sup> 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.

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 September 28, 2005.

Point(s) of Delivery

Sugar Hill Meter Station, located at milepost 26.96 on Seller's Georgia extension in Gwinnett County, Georgia

Pressures

Pressure(s) shall not be 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 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 September 28 2005.

Specification of Negotiated Rate and Term

During the ten (10) year, one (1) month primary term of this Service Agreement, Buyer shall pay a negotiated monthly reservation rate of \$9.125 per dt, plus the electric power unit rate, all surcharges (except for the GRI surcharge) and fuel applicable from time to time to SouthCoast service under Rate Schedule FT.

Contract # 9031413

SERVICE AGREEMENT

between

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

and

MUNICIPAL GAS AUTHORITY OF GEORGIA

## SERVICE AGREEMENT

THIS AGREEMENT entered into this 20<sup>th</sup> day of September, 2005, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as "Buyer," second party,

### WITNESSETH

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

WHEREAS, Seller and City of Toccoa, Georgia are parties to a Service Agreement, dated May 23, 2000 (Seller's contract number 1037195), under Seller's Rate Schedule FT, pursuant to which Seller provides firm transportation service under Seller's SouthCoast Expansion Project (referred to as "SouthCoast") of up to a Transportation Contract Quantity of 3,105 dt per day through Seller's pipeline system; and

WHEREAS, pursuant to Section 42 of the General Terms and Conditions of Seller's FERC Gas Tariff, City of Toccoa, Georgia has permanently relinquished and released to Buyer 3,105 dt per day of the Transportation Contract Quantity under that Service Agreement effective as of October 1, 2005; and

WHEREAS, Buyer has agreed to such permanent capacity release and is willing to assume all rights and obligations of City of Toccoa, Georgia for the 3,105 dt per day of Transportation Contract Quantity 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") of 3,105 dt per day.

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

SERVICE AGREEMENT  
(Continued)

the gas delivered or caused to be delivered by Buyer to Seller at the point(s) of receipt shall be 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 October 1, 2005, and shall remain in force and effect until 9:00 a.m. Central Clock Time November 1, 2015 and thereafter until terminated by Seller or Buyer upon at least one (1) year 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

SERVICE AGREEMENT  
(Continued)

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 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:

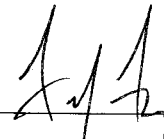
- (a) If to Seller:  
Transcontinental Gas Pipe Line Corporation  
P. O. Box 1396  
Houston, Texas 77251  
Attention: Director – Marketing Services - South
- (b) If to Buyer:  
Municipal Gas Authority of Georgia  
104 TownPark Drive  
Kennesaw, Georgia 30144  
Attn: Arthur C. Corbin

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

SERVICE AGREEMENT  
(Continued)

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   
Frank J. Ferazzi  
Vice President, Commercial Operations

J  
PC  
CA 

MUNICIPAL GAS AUTHORITY OF GEORGIA  
(Buyer)

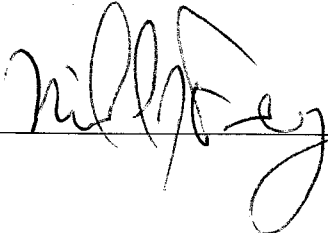
By 

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 September 28 2005.

<u>Point(s) of Receipt</u>	<u>Maximum Daily Quantity at each Receipt Point (Dt/d)<sup>1</sup></u>
Point of interconnection between Seller's mainline and Mobile Bay Lateral at milepost 784.66 in Choctaw County, Alabama	3,105

---

<sup>1</sup> 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.

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 September 28, 2005.

Point(s) of Delivery

Toccoa, located at milepost 1134.12 on Seller's main transmission line in Elbert County, Georgia

Pressures

Pressure(s) shall not be 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 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 September 28, 2005.

Specification of Negotiated Rate and Term

During the ten (10) year, one (1) month primary term of this Service Agreement, Buyer shall pay a negotiated monthly reservation rate of \$6.0833 per dt, plus the electric power unit rate, all surcharges (except for the GRI surcharge) and fuel applicable from time to time to SouthCoast service under Rate Schedule FT.

Contract # 9030797

SERVICE AGREEMENT

between

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

and

MUNICIPAL GAS AUTHORITY OF GEORGIA

## SERVICE AGREEMENT

THIS AGREEMENT entered into this 29<sup>th</sup> day of September, 2005, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as "Buyer," second party,

### WITNESSETH

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

WHEREAS, Seller and City of Winder, Georgia are parties to a Service Agreement, dated May 23, 2000 (Seller's contract number 1037196), under Seller's Rate Schedule FT, pursuant to which Seller provides firm transportation service under Seller's SouthCoast Expansion Project (referred to as "SouthCoast") of up to a Transportation Contract Quantity of 1,035 dt per day through Seller's pipeline system; and

WHEREAS, pursuant to Section 42 of the General Terms and Conditions of Seller's FERC Gas Tariff, City of Winder, Georgia has permanently relinquished and released to Buyer 1,035 dt per day of the Transportation Contract Quantity under that Service Agreement effective as of October 1, 2005; and

WHEREAS, Buyer has agreed to such permanent capacity release and is willing to assume all rights and obligations of City of Winder, Georgia for the 1,035 dt per day of Transportation Contract Quantity 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") of 1,035 dt per day.

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

SERVICE AGREEMENT  
(Continued)

the gas delivered or caused to be delivered by Buyer to Seller at the point(s) of receipt shall be 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 October 1, 2005, and shall remain in force and effect until 9:00 a.m. Central Clock Time November 1, 2015 and thereafter until terminated by Seller or Buyer upon at least one (1) year 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

SERVICE AGREEMENT  
(Continued)

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 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:

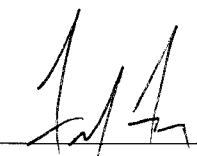
- (a) If to Seller:  
Transcontinental Gas Pipe Line Corporation  
P. O. Box 1396  
Houston, Texas 77251  
Attention: Director – Marketing Services - South
  
- (b) If to Buyer:  
Municipal Gas Authority of Georgia  
104 TownPark Drive  
Kennesaw, Georgia 30144  
Attn: Arthur C. Corbin

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

SERVICE AGREEMENT  
(Continued)

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  \_\_\_\_\_  
Frank J. Ferazzi  
Vice President, Commercial Operations

J-  
SC  
CA  
MS

MUNICIPAL GAS AUTHORITY OF GEORGIA  
(Buyer)

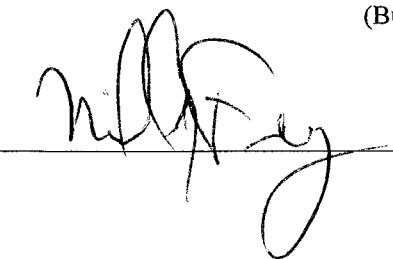
By  \_\_\_\_\_

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 September 28, 2005.

<u>Point(s) of Receipt</u>	<u>Maximum Daily Quantity at each Receipt Point (Dt/d)<sup>1</sup></u>
Point of interconnection between Seller's mainline and Mobile Bay Lateral at milepost 784.66 in Choctaw County, Alabama	1,035

---

<sup>1</sup> 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.

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 September 28, 2005.

Point(s) of Delivery

Winder, located at milepost 1092.52 on Seller's main transmission line in Oconee County, Georgia

Pressures

Pressure(s) shall not be 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 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 September 20, 2005.

Specification of Negotiated Rate and Term

During the ten (10) year, one (1) month primary term of this Service Agreement, Buyer shall pay a negotiated monthly reservation rate of \$6.0833 per dt, plus the electric power unit rate, all surcharges (except for the GRI surcharge) and fuel applicable from time to time to SouthCoast service under Rate Schedule FT.

Contract # 9030542

SERVICE AGREEMENT

between

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

and

MUNICIPAL GAS AUTHORITY OF GEORGIA

SERVICE AGREEMENT

THIS AGREEMENT entered into this 20<sup>th</sup> day of September, 2005, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as "Buyer," second party,

WITNESSETH

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

WHEREAS, Seller and East Central Alabama Gas District are parties to a Service Agreement, dated May 23, 2000 (Seller's contract number 1037192), under Seller's Rate Schedule FT, pursuant to which Seller provides firm transportation service under Seller's SouthCoast Expansion Project (referred to as "SouthCoast") of up to a Transportation Contract Quantity of 518 dt per day through Seller's pipeline system; and

WHEREAS, pursuant to Section 42 of the General Terms and Conditions of Seller's FERC Gas Tariff, East Central Alabama Gas District has permanently relinquished and released to Buyer 518 dt per day of the Transportation Contract Quantity under that Service Agreement effective as of October 1, 2005; and

WHEREAS, Buyer has agreed to such permanent capacity release and is willing to assume all rights and obligations of East Central Alabama Gas District for the 518 dt per day of Transportation Contract Quantity 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") of 518 dt per day.

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

SERVICE AGREEMENT  
(Continued)

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 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 October 1, 2005, and shall remain in force and effect until 9:00 a.m. Central Clock Time November 1, 2015 and thereafter until terminated by Seller or Buyer upon at least one (1) year 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

SERVICE AGREEMENT  
(Continued)

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 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:

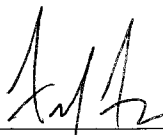
- (a) If to Seller:  
Transcontinental Gas Pipe Line Corporation  
P. O. Box 1396  
Houston, Texas 77251  
Attention: Director – Marketing Services - South
  
- (b) If to Buyer:  
Municipal Gas Authority of Georgia  
104 TownPark Drive  
Kennesaw, Georgia 30144  
Attn: Arthur C. Corbin

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

SERVICE AGREEMENT  
(Continued)

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   
Frank J. Ferazzi  
Vice President, Commercial Operations

Jen  
JC  
CA 

MUNICIPAL GAS AUTHORITY OF GEORGIA  
(Buyer)

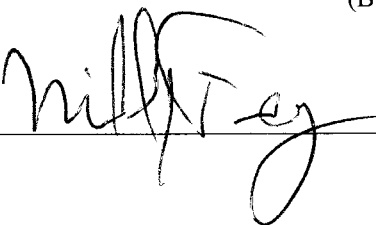
By 

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 September 28, 2005.

<u>Point(s) of Receipt</u>	<u>Maximum Daily Quantity at each Receipt Point (Dt/d)<sup>1</sup></u>
Point of interconnection between Seller's mainline and Mobile Bay Lateral at milepost 784.66 in Choctaw County, Alabama	518

---

<sup>1</sup> 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.

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 September 28, 2005.

Point(s) of Delivery

Ashland-Lineville Meter Station, located at milepost 952.95 on Seller's main transmission line in Tallapoosa County, Alabama

Pressures

Pressure(s) shall not be 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 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 September 28, 2005.

Specification of Negotiated Rate and Term

During the ten (10) year, one (1) month primary term of this Service Agreement, Buyer shall pay a negotiated monthly reservation rate of \$6.0833 per dt, plus the electric power unit rate, all surcharges (except for the GRI surcharge) and fuel applicable from time to time to SouthCoast service under Rate Schedule FT.

Contract # 9031499

SERVICE AGREEMENT

between

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

and

MUNICIPAL GAS AUTHORITY OF GEORGIA

SERVICE AGREEMENT

THIS AGREEMENT entered into this 28<sup>th</sup> day of September, 2005, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as "Buyer," second party,

WITNESSETH

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

WHEREAS, Seller and City of Commerce, Georgia are parties to a Service Agreement, dated May 4, 2001 (Seller's contract number 1042066), under Seller's Rate Schedule FT, pursuant to which Seller provides firm transportation service under Seller's Sundance Expansion Project (referred to as "Sundance") of up to a Transportation Contract Quantity of 207 dt per day through Seller's pipeline system; and

WHEREAS, pursuant to Section 42 of the General Terms and Conditions of Seller's FERC Gas Tariff, City of Commerce, Georgia has permanently relinquished and released to Buyer 207 dt per day of the Transportation Contract Quantity under that Service Agreement effective as of October 1, 2005; and

WHEREAS, Buyer has agreed to such permanent capacity release and is willing to assume all rights and obligations of City of Commerce, Georgia for the 207 dt per day of Transportation Contract Quantity 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") of 207 dt per day.

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 October 1, 2005, and shall remain in force and effect until 9:00 a.m. Central Clock Time May 1, 2017 and thereafter until terminated by Seller or Buyer upon at least one (1) year 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

SERVICE AGREEMENT  
(Continued)

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 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:

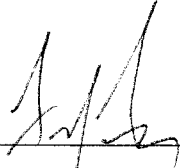
- (a) If to Seller:  
Transcontinental Gas Pipe Line Corporation  
P. O. Box 1396  
Houston, Texas 77251  
Attention: Director – Marketing Services - South
  
- (b) If to Buyer:  
Municipal Gas Authority of Georgia  
104 TownPark Drive  
Kennesaw, Georgia 30144  
Attn: Arthur C. Corbin

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

SERVICE AGREEMENT  
(Continued)

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  \_\_\_\_\_  
Frank J. Ferazzi  
Vice President, Commercial Operations

*De Jan*  
*CA PRN*

MUNICIPAL GAS AUTHORITY OF GEORGIA  
(Buyer)

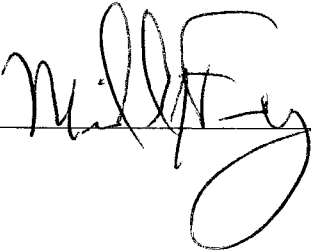
By  \_\_\_\_\_

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 September 28, 2005.

<u>Point(s) of Receipt</u>	<u>Maximum Daily Quantity at each Receipt Point (Dt/d)<sup>1</sup></u>
Point of interconnection between Seller's mainline and Destin Pipeline at milepost 756.860 in Clarke County, MS	207

---

<sup>1</sup> 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.

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 September 28 2005.

Point(s) of Delivery

Commerce Meter Station, located at milepost 1107.67 on Seller's main transmission line in Clarke County, Georgia

Pressures

Pressure(s) shall not be 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 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 September 28, 2005.

Specification of Negotiated Rate and Term

During the eleven (11) year, seven (7) month primary term of this Service Agreement, Buyer shall pay a negotiated monthly reservation rate of \$7.6042 per dt, plus the electric power unit rate, all surcharges (except for the GRI surcharge) and fuel applicable from time to time to Sundance service under Rate Schedule FT.

Contract # 9031574

SERVICE AGREEMENT

between

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

and

MUNICIPAL GAS AUTHORITY OF GEORGIA

SERVICE AGREEMENT

THIS AGREEMENT entered into this 29<sup>th</sup> day of September, 2005, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as "Buyer," second party,

WITNESSETH

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

WHEREAS, Seller and City of Covington, Georgia are parties to a Service Agreement, dated May 4, 2001 (Seller's contract number 1042067), under Seller's Rate Schedule FT, pursuant to which Seller provides firm transportation service under Seller's Sundance Expansion Project (referred to as "Sundance") of up to a Transportation Contract Quantity of 776 dt per day through Seller's pipeline system; and

WHEREAS, pursuant to Section 42 of the General Terms and Conditions of Seller's FERC Gas Tariff, City of Covington, Georgia has permanently relinquished and released to Buyer 776 dt per day of the Transportation Contract Quantity under that Service Agreement effective as of October 1, 2005; and

WHEREAS, Buyer has agreed to such permanent capacity release and is willing to assume all rights and obligations of City of Covington, Georgia for the 776 dt per day of Transportation Contract Quantity 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") of 776 dt per day.

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 October 1, 2005, and shall remain in force and effect until 9:00 a.m. Central Clock Time May 1, 2017 and thereafter until terminated by Seller or Buyer upon at least one (1) year 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

SERVICE AGREEMENT  
(Continued)

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 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 - South

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

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

SERVICE AGREEMENT  
(Continued)

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 James C. Moore  
James C. Moore  
Director, Marketing Services-South

DC  
JK  
JC-OK

MUNICIPAL GAS AUTHORITY OF GEORGIA  
(Buyer)

By M. Leftey

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 September 29, 2005.

<u>Point(s) of Receipt</u>	<u>Maximum Daily Quantity at each Receipt Point (Dt/d)<sup>1</sup></u>
Point of interconnection between Seller's mainline and Destin Pipeline at milepost 756.860 in Clarke County, MS	776

---

<sup>1</sup> 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.

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 September 29, 2005.

Point(s) of Delivery

Covington Meter Station, located at milepost 1074.57 on Seller's main transmission line in Walton County, Georgia

Pressures

Pressure(s) shall not be 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 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 September 29, 2005.

Specification of Negotiated Rate and Term

During the eleven (11) year, seven (7) month primary term of this Service Agreement, Buyer shall pay a negotiated monthly reservation rate of \$7.6042 per dt, plus the electric power unit rate, all surcharges (except for the GRI surcharge) and fuel applicable from time to time to Sundance service under Rate Schedule FT.

Contract # 9031575

SERVICE AGREEMENT

between

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

and

MUNICIPAL GAS AUTHORITY OF GEORGIA

## SERVICE AGREEMENT

THIS AGREEMENT entered into this 20<sup>th</sup> day of September, 2005, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as "Buyer," second party,

### WITNESSETH

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

WHEREAS, Seller and City of Sugar Hill, Georgia are parties to a Service Agreement, dated May 4, 2001 (Seller's contract number 1042068), under Seller's Rate Schedule FT, pursuant to which Seller provides firm transportation service under Seller's Sundance Expansion Project (referred to as "Sundance") of up to a Transportation Contract Quantity of 518 dt per day through Seller's pipeline system; and

WHEREAS, pursuant to Section 42 of the General Terms and Conditions of Seller's FERC Gas Tariff, City of Sugar Hill, Georgia has permanently relinquished and released to Buyer 518 dt per day of the Transportation Contract Quantity under that Service Agreement effective as of October 1, 2005; and

WHEREAS, Buyer has agreed to such permanent capacity release and is willing to assume all rights and obligations of City of Sugar Hill, Georgia for the 518 dt per day of Transportation Contract Quantity 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") of 518 dt per day.

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 October 1, 2005, and shall remain in force and effect until 9:00 a.m. Central Clock Time May 1, 2017 and thereafter until terminated by Seller or Buyer upon at least one (1) year 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

SERVICE AGREEMENT  
(Continued)

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

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



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 September 29, 2005.

<u>Point(s) of Receipt</u>	<u>Maximum Daily Quantity at each Receipt Point (Dt/d)<sup>1</sup></u>
Point of interconnection between Seller's mainline and Destin Pipeline at milepost 756.860 in Clarke County, MS	518

---

<sup>1</sup> 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.

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 September 24, 2005.

Point(s) of Delivery

Sugar Hill Meter Station, located at milepost 26.96 on Seller's Georgia extension in Gwinnett County, Georgia

Pressures

Pressure(s) shall not be 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 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 September 29, 2005.

Specification of Negotiated Rate and Term

During the eleven (11) year, seven (7) month primary term of this Service Agreement, Buyer shall pay a negotiated monthly reservation rate of \$11.2542 per dt, plus the electric power unit rate, all surcharges (except for the GRI surcharge) and fuel applicable from time to time to Sundance service under Rate Schedule FT.

Contract # 9031576

SERVICE AGREEMENT

between

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

and

MUNICIPAL GAS AUTHORITY OF GEORGIA

SERVICE AGREEMENT

THIS AGREEMENT entered into this 20<sup>th</sup> day of September, 2005, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as "Buyer," second party,

WITNESSETH

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

WHEREAS, Seller and City of Toccoa, Georgia are parties to a Service Agreement, dated May 4, 2001 (Seller's contract number 1042069), under Seller's Rate Schedule FT, pursuant to which Seller provides firm transportation service under Seller's Sundance Expansion Project (referred to as "Sundance") of up to a Transportation Contract Quantity of 1,035 dt per day through Seller's pipeline system; and

WHEREAS, pursuant to Section 42 of the General Terms and Conditions of Seller's FERC Gas Tariff, City of Toccoa, Georgia has permanently relinquished and released to Buyer 1,035 dt per day of the Transportation Contract Quantity under that Service Agreement effective as of October 1, 2005; and

WHEREAS, Buyer has agreed to such permanent capacity release and is willing to assume all rights and obligations of City of Toccoa, Georgia for the 1,035 dt per day of Transportation Contract Quantity 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") of 1,035 dt per day.

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 October 1, 2005, and shall remain in force and effect until 9:00 a.m. Central Clock Time May 1, 2017 and thereafter until terminated by Seller or Buyer upon at least one (1) year 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

SERVICE AGREEMENT  
(Continued)

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

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



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 September 29, 2005.

<u>Point(s) of Receipt</u>	<u>Maximum Daily Quantity at each Receipt Point (Dt/d)<sup>1</sup></u>
Point of interconnection between Seller's mainline and Destin Pipeline at milepost 756.860 in Clarke County, MS	1,035

---

<sup>1</sup> 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.

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 September 29, 2005.

Point(s) of Delivery

Toccoa Meter Station, located at milepost  
1134.12 on Seller's main transmission line  
In Elbert County, Georgia

Pressures

Pressure(s) shall not be 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 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 September 29, 2005.

Specification of Negotiated Rate and Term

During the eleven (11) year, seven (7) month primary term of this Service Agreement, Buyer shall pay a negotiated monthly reservation rate of \$7.6042 per dt, plus the electric power unit rate, all surcharges (except for the GRI surcharge) and fuel applicable from time to time to Sundance service under Rate Schedule FT.

Contract # 9031577

SERVICE AGREEMENT

between

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

and

MUNICIPAL GAS AUTHORITY OF GEORGIA

## SERVICE AGREEMENT

THIS AGREEMENT entered into this 29<sup>th</sup> day of September, 2005, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as "Buyer," second party,

### WITNESSETH

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

WHEREAS, Seller and City of Winder, Georgia are parties to a Service Agreement, dated May 4, 2001 (Seller's contract number 1042070), under Seller's Rate Schedule FT, pursuant to which Seller provides firm transportation service under Seller's Sundance Expansion Project (referred to as "Sundance") of up to a Transportation Contract Quantity of 259 dt per day through Seller's pipeline system; and

WHEREAS, pursuant to Section 42 of the General Terms and Conditions of Seller's FERC Gas Tariff, City of Winder, Georgia has permanently relinquished and released to Buyer 259 dt per day of the Transportation Contract Quantity under that Service Agreement effective as of October 1, 2005; and

WHEREAS, Buyer has agreed to such permanent capacity release and is willing to assume all rights and obligations of City of Winder, Georgia for the 259 dt per day of Transportation Contract Quantity 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") of 259 dt per day.

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 October 1, 2005, and shall remain in force and effect until 9:00 a.m. Central Clock Time May 1, 2017 and thereafter until terminated by Seller or Buyer upon at least one (1) year 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

SERVICE AGREEMENT  
(Continued)

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 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:

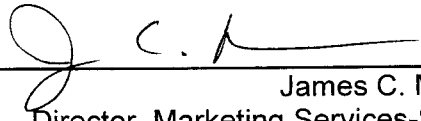
- (a) If to Seller:  
Transcontinental Gas Pipe Line Corporation  
P. O. Box 1396  
Houston, Texas 77251  
Attention: Director – Marketing Services - South
  
- (b) If to Buyer:  
Municipal Gas Authority of Georgia  
104 TownPark Drive  
Kennesaw, Georgia 30144  
Attn: Arthur C. Corbin

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

SERVICE AGREEMENT  
(Continued)

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   
James C. Moore  
Director, Marketing Services-South



MUNICIPAL GAS AUTHORITY OF GEORGIA  
(Buyer)

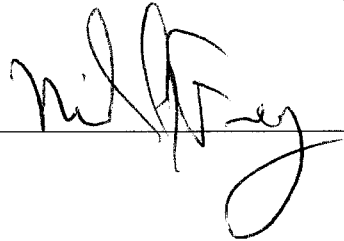
By 

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 September 29, 2005.

<u>Point(s) of Receipt</u>	<u>Maximum Daily Quantity at each Receipt Point (Dt/d)<sup>1</sup></u>
Point of interconnection between Seller's mainline and Destin Pipeline at milepost 756.860 in Clarke County, MS	259

---

<sup>1</sup> 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.

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 September 29, 2005.

Point(s) of Delivery

Winder Meter Station, located at milepost 1092.52 on Seller's main transmission line in Oconee County, Georgia

Pressures

Pressure(s) shall not be 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 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 September 21, 2005.

Specification of Negotiated Rate and Term

During the eleven (11) year, seven (7) month primary term of this Service Agreement, Buyer shall pay a negotiated monthly reservation rate of \$7.6042 per dt, plus the electric power unit rate, all surcharges (except for the GRI surcharge) and fuel applicable from time to time to Sundance service under Rate Schedule FT.

Contract # 9031476

SERVICE AGREEMENT

between

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

and

MUNICIPAL GAS AUTHORITY OF GEORGIA

SERVICE AGREEMENT

THIS AGREEMENT entered into this 28<sup>th</sup> day of September, 2005, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as "Buyer," second party,

WITNESSETH

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

WHEREAS, Seller and City of Covington, Georgia are parties to a Service Agreement, dated March 30, 2002 (Seller's contract number 9002613), under Seller's Rate Schedule FT, pursuant to which Seller provides firm transportation service under Seller's Momentum Expansion Project (referred to as "Momentum") of up to a Transportation Contract Quantity of 518 dt per day through Seller's pipeline system; and

WHEREAS, pursuant to Section 42 of the General Terms and Conditions of Seller's FERC Gas Tariff, City of Covington, Georgia has permanently relinquished and released to Buyer 518 dt per day of the Transportation Contract Quantity under that Service Agreement effective as of October 1, 2005; and

WHEREAS, Buyer has agreed to such permanent capacity release and is willing to assume all rights and obligations of City of Covington, Georgia for the 518 dt per day of Transportation Contract Quantity 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") of 518 dt per day.

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

SERVICE AGREEMENT  
(Continued)

the gas delivered or caused to be delivered by Buyer to Seller at the point(s) of receipt shall be 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 October 1, 2005, and shall remain in force and effect until 9:00 a.m. Central Clock Time May 1, 2018 and thereafter until terminated by Seller or Buyer upon at least one (1) year 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

SERVICE AGREEMENT  
(Continued)

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 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 - South

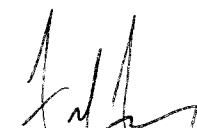
(b) If to Buyer:  
Municipal Gas Authority of Georgia  
104 TownPark Drive  
Kennesaw, Georgia 30144  
Attn: Arthur C. Corbin

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

SERVICE AGREEMENT  
(Continued)

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  \_\_\_\_\_  
Frank J. Ferazzi  
Vice President, Commercial Operations

J-  
OK  
W/ OK

MUNICIPAL GAS AUTHORITY OF GEORGIA  
(Buyer)

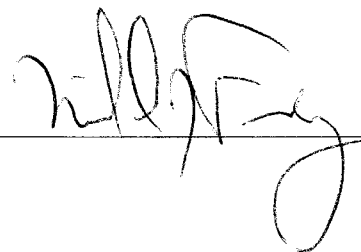
By  \_\_\_\_\_

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 September 28 2005.

<u>Point(s) of Receipt</u>	<u>Maximum Daily Quantity at each Receipt Point (Dt/d)<sup>1</sup></u>
Point of interconnection between Seller's mainline and Destin Pipeline at milepost 756.860 in Clarke County, MS	518

---

<sup>1</sup> 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.

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 September 28, 2005.

Point(s) of Delivery

Covington Meter Station, located at milepost 1074.57 on Seller's main transmission line in Walton County, GA

Pressures

Pressure(s) shall not be 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 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 September 28 2005.

Specification of Negotiated Rate and Term

During the twelve (12) year, seven (7) month primary term of this Service Agreement, Buyer shall pay a negotiated monthly reservation rate of \$7.300 per dt, plus the electric power unit rate, all surcharges (except for the GRI surcharge) and fuel applicable from time to time to Momentum service under Rate Schedule FT.

Contract # 9031703

SERVICE AGREEMENT

between

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

and

MUNICIPAL GAS AUTHORITY OF GEORGIA

## SERVICE AGREEMENT

THIS AGREEMENT entered into this 29<sup>th</sup> day of September, 2005, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as "Buyer," second party.

### WITNESSETH

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

WHEREAS, Seller and City of Elberton, Georgia are parties to a Service Agreement, dated March 30, 2002 (Seller's contract number 9002614), under Seller's Rate Schedule FT, pursuant to which Seller provides firm transportation service under Seller's Momentum Expansion Project (referred to as "Momentum") of up to a Transportation Contract Quantity of 207 dt per day through Seller's pipeline system; and

WHEREAS, pursuant to Section 42 of the General Terms and Conditions of Seller's FERC Gas Tariff, City of Elberton, Georgia has permanently relinquished and released to Buyer 207 dt per day of the Transportation Contract Quantity under that Service Agreement effective as of October 1, 2005; and

WHEREAS, Buyer has agreed to such permanent capacity release and is willing to assume all rights and obligations of City of Elberton, Georgia for the 207 dt per day of Transportation Contract Quantity 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") of 207 dt per day.

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

SERVICE AGREEMENT  
(Continued)

the gas delivered or caused to be delivered by Buyer to Seller at the point(s) of receipt shall be 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 October 1, 2005, and shall remain in force and effect until 9:00 a.m. Central Clock Time May 1, 2018 and thereafter until terminated by Seller or Buyer upon at least one (1) year 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

SERVICE AGREEMENT  
(Continued)

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

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



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 September 29, 2005.

<u>Point(s) of Receipt</u>	<u>Maximum Daily Quantity at each Receipt Point (Dt/d)<sup>1</sup></u>
Point of interconnection between Seller's mainline and Destin Pipeline at milepost 756.860 in Clarke County, MS	207

---

<sup>1</sup> 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.

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 September 29, 2005.

Point(s) of Delivery

Elberton Meter Station, located at milepost 1141.96 on Seller's main transmission line in Hart County, GA

Pressures

Pressure(s) shall not be 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 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 September 29, 2005.

Specification of Negotiated Rate and Term

During the twelve (12) year, seven (7) month primary term of this Service Agreement, Buyer shall pay a negotiated monthly reservation rate of \$8.2125 per dt, plus the electric power unit rate, all surcharges (except for the GRI surcharge) and fuel applicable from time to time to Momentum service under Rate Schedule FT.

Contract # 9031477

SERVICE AGREEMENT

between

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

and

MUNICIPAL GAS AUTHORITY OF GEORGIA

SERVICE AGREEMENT

THIS AGREEMENT entered into this 28<sup>th</sup> day of September, 2005, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as "Buyer," second party,

WITNESSETH

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

WHEREAS, Seller and City of Lawrenceville, Georgia are parties to a Service Agreement, dated March 30, 2002 (Seller's contract number 9002615), under Seller's Rate Schedule FT, pursuant to which Seller provides firm transportation service under Seller's Momentum Expansion Project (referred to as "Momentum") of up to a Transportation Contract Quantity of 10,350 dt per day through Seller's pipeline system; and

WHEREAS, pursuant to Section 42 of the General Terms and Conditions of Seller's FERC Gas Tariff, City of Lawrenceville, Georgia has permanently relinquished and released to Buyer 4,000 dt per day of the Transportation Contract Quantity under that Service Agreement effective as of October 1, 2005; and

WHEREAS, Buyer has agreed to such permanent capacity release and is willing to assume all rights and obligations of City of Lawrenceville, Georgia for the 4,000 dt per day of Transportation Contract Quantity 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") of 4,000 dt per day.

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

SERVICE AGREEMENT  
(Continued)

the gas delivered or caused to be delivered by Buyer to Seller at the point(s) of receipt shall be 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 October 1, 2005, and shall remain in force and effect until 9:00 a.m. Central Clock Time May 1, 2018 and thereafter until terminated by Seller or Buyer upon at least one (1) year 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

SERVICE AGREEMENT  
(Continued)

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 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 - South

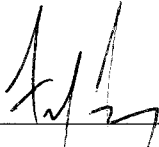
(b) If to Buyer:  
Municipal Gas Authority of Georgia  
104 TownPark Drive  
Kennesaw, Georgia 30144  
Attn: Arthur C. Corbin

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

SERVICE AGREEMENT  
(Continued)

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  \_\_\_\_\_  
Frank J. Ferazzi  
Vice President, Commercial Operations

OC J-  
UK  
OK

MUNICIPAL GAS AUTHORITY OF GEORGIA  
(Buyer)

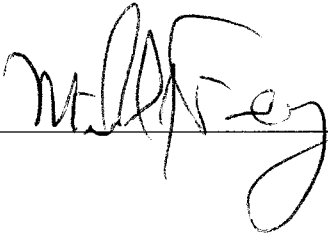
By  \_\_\_\_\_

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 September 28 2005.

<u>Point(s) of Receipt</u>	<u>Maximum Daily Quantity at each Receipt Point (Dt/d)<sup>1</sup></u>
Point of interconnection between Seller's mainline and Destin Pipeline at milepost 756.860 in Clarke County, MS	4,000

---

<sup>1</sup> 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.

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 September 28, 2005.

Point(s) of Delivery

Lawrenceville Meter Station, located at milepost 1074.57 on Seller's main transmission line in Walton County, GA

Pressures

Pressure(s) shall not be 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 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 September 23, 2005.

Specification of Negotiated Rate and Term

During the twelve (12) year, seven (7) month primary term of this Service Agreement, Buyer shall pay a negotiated monthly reservation rate of \$7.300 per dt, plus the electric power unit rate, all surcharges (except for the GRI surcharge) and fuel applicable from time to time to Momentum service under Rate Schedule FT.

Contract # 9031662

SERVICE AGREEMENT

between

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

and

MUNICIPAL GAS AUTHORITY OF GEORGIA

SERVICE AGREEMENT

THIS AGREEMENT entered into this 20<sup>th</sup> day of September, 2005, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as "Buyer," second party,

WITNESSETH

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

WHEREAS, Seller and City of Lawrenceville, Georgia are parties to a Service Agreement, dated March 30, 2002 (Seller's contract number 9002615), under Seller's Rate Schedule FT, pursuant to which Seller provides firm transportation service under Seller's Momentum Expansion Project (referred to as "Momentum") of up to a Transportation Contract Quantity of 10,350 dt per day through Seller's pipeline system; and

WHEREAS, pursuant to Section 42 of the General Terms and Conditions of Seller's FERC Gas Tariff, City of Lawrenceville, Georgia has permanently relinquished and released to Buyer 3,350 dt per day of the Transportation Contract Quantity under that Service Agreement effective as of October 1, 2005; and

WHEREAS, Buyer has agreed to such permanent capacity release and is willing to assume all rights and obligations of City of Lawrenceville, Georgia for the 3,350 dt per day of Transportation Contract Quantity 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") of 3,350 dt per day.

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

SERVICE AGREEMENT  
(Continued)

the gas delivered or caused to be delivered by Buyer to Seller at the point(s) of receipt shall be 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 October 1, 2005, and shall remain in force and effect until 9:00 a.m. Central Clock Time May 1, 2018 and thereafter until terminated by Seller or Buyer upon at least one (1) year 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

SERVICE AGREEMENT  
(Continued)

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 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:

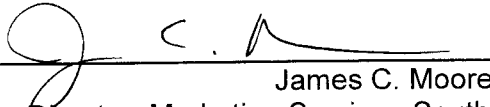
- (a) If to Seller:  
Transcontinental Gas Pipe Line Corporation  
P. O. Box 1396  
Houston, Texas 77251  
Attention: Director – Marketing Services - South
- (b) If to Buyer:  
Municipal Gas Authority of Georgia  
104 TownPark Drive  
Kennesaw, Georgia 30144  
Attn: Arthur C. Corbin

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

SERVICE AGREEMENT  
(Continued)

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   
James C. Moore  
Director, Marketing Services-South

CA  
J- [initials]

MUNICIPAL GAS AUTHORITY OF GEORGIA  
(Buyer)

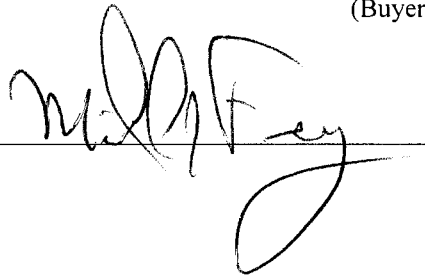
By 

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 September 29, 2005.

<u>Point(s) of Receipt</u>	<u>Maximum Daily Quantity at each Receipt Point (Dt/d)<sup>1</sup></u>
Point of interconnection between Seller's mainline and Destin Pipeline at milepost 756.860 in Clarke County, MS	3,350

---

<sup>1</sup> 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.

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 September 29, 2005.

Point(s) of Delivery

Lawrenceville Meter Station, located at milepost 1074.57 on Seller's main transmission line in Walton County, GA

Pressures

Pressure(s) shall not be 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 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 September 29, 2005.

Specification of Negotiated Rate and Term

During the twelve (12) year, seven (7) month primary term of this Service Agreement, Buyer shall pay a negotiated monthly reservation rate of \$7.300 per dt, plus the electric power unit rate, all surcharges (except for the GRI surcharge) and fuel applicable from time to time to Momentum service under Rate Schedule FT.

Contract # 9031863

SERVICE AGREEMENT

between

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

and

MUNICIPAL GAS AUTHORITY OF GEORGIA

SERVICE AGREEMENT

THIS AGREEMENT entered into this 29<sup>th</sup> day of September, 2005, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as "Buyer," second party,

WITNESSETH

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

WHEREAS, Seller and City of Lawrenceville, Georgia are parties to a Service Agreement, dated March 30, 2002 (Seller's contract number 9002615), under Seller's Rate Schedule FT, pursuant to which Seller provides firm transportation service under Seller's Momentum Expansion Project (referred to as "Momentum") of up to a Transportation Contract Quantity of 10,350 dt per day through Seller's pipeline system; and

WHEREAS, pursuant to Section 42 of the General Terms and Conditions of Seller's FERC Gas Tariff, City of Lawrenceville, Georgia has permanently relinquished and released to Buyer 3,000 dt per day of the Transportation Contract Quantity under that Service Agreement effective as of October 1, 2005; and

WHEREAS, Buyer has agreed to such permanent capacity release and is willing to assume all rights and obligations of City of Lawrenceville, Georgia for the 3,000 dt per day of Transportation Contract Quantity 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") of 3,000 dt per day.

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

SERVICE AGREEMENT  
(Continued)

the gas delivered or caused to be delivered by Buyer to Seller at the point(s) of receipt shall be 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 October 1, 2005, and shall remain in force and effect until 9:00 a.m. Central Clock Time May 1, 2018 and thereafter until terminated by Seller or Buyer upon at least one (1) year 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

SERVICE AGREEMENT  
(Continued)

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 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:

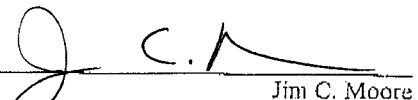
- (a) If to Seller:  
Transcontinental Gas Pipe Line Corporation  
P. O. Box 1396  
Houston, Texas 77251  
Attention: Director - Marketing Services - South
  
- (b) If to Buyer:  
Municipal Gas Authority of Georgia  
104 TownPark Drive  
Kennesaw, Georgia 30144  
Attn: Arthur C. Corbin

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

SERVICE AGREEMENT  
(Continued)

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   
Jim C. Moore  
Director - Marketing Services - South

ct  
DMS

MUNICIPAL GAS AUTHORITY OF GEORGIA  
(Buyer)

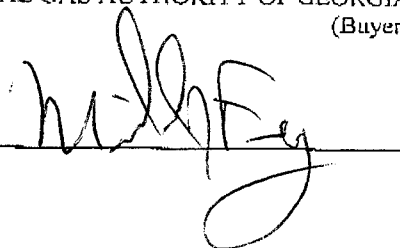
By 

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 September 29, 2005.

<u>Point(s) of Receipt</u>	<u>Maximum Daily Quantity at each Receipt Point (D/d)<sup>1</sup></u>
Point of interconnection between Seller's mainline and Destin Pipeline at milepost 756.860 in Clarke County, MS	3,000

---

<sup>1</sup> 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.

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 September 29, 2005.

Point(s) of Delivery

Lawrenceville Meter Station, located at milepost 1074.57 on Seller's main transmission line in Walton County, GA

Pressures

Pressure(s) shall not be 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 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 September 29, 2005.

Specification of Negotiated Rate and Term

During the twelve (12) year, seven (7) month primary term of this Service Agreement, Buyer shall pay a negotiated monthly reservation rate of \$7.300 per dt, plus the electric power unit rate, all surcharges (except for the GRI surcharge) and fuel applicable from time to time to Momentum service under Rate Schedule FT.

Contract # 9031497

SERVICE AGREEMENT

between

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

and

MUNICIPAL GAS AUTHORITY OF GEORGIA

## SERVICE AGREEMENT

THIS AGREEMENT entered into this 28<sup>th</sup> day of September, 2005, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as "Buyer," second party,

### WITNESSETH

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

WHEREAS, Seller and City of Madison, Georgia are parties to a Service Agreement, dated March 30, 2002 (Seller's contract number 9002618), under Seller's Rate Schedule FT, pursuant to which Seller provides firm transportation service under Seller's Momentum Expansion Project (referred to as "Momentum") of up to a Transportation Contract Quantity of 207 dt per day through Seller's pipeline system; and

WHEREAS, pursuant to Section 42 of the General Terms and Conditions of Seller's FERC Gas Tariff, City of Madison, Georgia has permanently relinquished and released to Buyer 207 dt per day of the Transportation Contract Quantity under that Service Agreement effective as of October 1, 2005; and

WHEREAS, Buyer has agreed to such permanent capacity release and is willing to assume all rights and obligations of City of Madison, Georgia for the 207 dt per day of Transportation Contract Quantity 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") of 207 dt per day.

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

SERVICE AGREEMENT  
(Continued)

the gas delivered or caused to be delivered by Buyer to Seller at the point(s) of receipt shall be 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 October 1, 2005, and shall remain in force and effect until 9:00 a.m. Central Clock Time May 1, 2018 and thereafter until terminated by Seller or Buyer upon at least one (1) year 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

SERVICE AGREEMENT  
(Continued)

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 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:

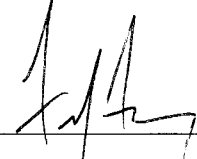
- (a) If to Seller:  
Transcontinental Gas Pipe Line Corporation  
P. O. Box 1396  
Houston, Texas 77251  
Attention: Director – Marketing Services - South
  
- (b) If to Buyer:  
Municipal Gas Authority of Georgia  
104 TownPark Drive  
Kennesaw, Georgia 30144  
Attn: Arthur C. Corbin

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

SERVICE AGREEMENT  
(Continued)

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  \_\_\_\_\_  
Frank J. Ferazzi  
Vice President, Commercial Operations

*Handwritten initials and scribbles:*  
D-3-  
C-8  
M-9

MUNICIPAL GAS AUTHORITY OF GEORGIA  
(Buyer)

By  \_\_\_\_\_

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 September 28, 2005.

<u>Point(s) of Receipt</u>	<u>Maximum Daily Quantity at each Receipt Point (Dt/d)<sup>1</sup></u>
Point of interconnection between Seller's mainline and Destin Pipeline at milepost 756.860 in Clarke County, MS	207

---

<sup>1</sup> 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.

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 September 28, 2005.

Point(s) of Delivery

Madison Meter Station, located at milepost 1077.10 on Seller's main transmission line in Walton County, GA

Pressures

Pressure(s) shall not be 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 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 September 28, 2005.

Specification of Negotiated Rate and Term

During the twelve (12) year, seven (7) month primary term of this Service Agreement, Buyer shall pay a negotiated monthly reservation rate of \$7.300 per dt, plus the electric power unit rate, all surcharges (except for the GRI surcharge) and fuel applicable from time to time to Momentum service under Rate Schedule FT.

Contract # 9031704

SERVICE AGREEMENT

between

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

and

MUNICIPAL GAS AUTHORITY OF GEORGIA

SERVICE AGREEMENT

THIS AGREEMENT entered into this 20<sup>th</sup> day of September, 2005, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as "Buyer," second party,

WITNESSETH

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

WHEREAS, Seller and City of Sugar Hill, Georgia are parties to a Service Agreement, dated March 30, 2002 (Seller's contract number 9002619), under Seller's Rate Schedule FT, pursuant to which Seller provides firm transportation service under Seller's Momentum Expansion Project (referred to as "Momentum") of up to a Transportation Contract Quantity of 776 dt per day through Seller's pipeline system; and

WHEREAS, pursuant to Section 42 of the General Terms and Conditions of Seller's FERC Gas Tariff, City of Sugar Hill, Georgia has permanently relinquished and released to Buyer 776 dt per day of the Transportation Contract Quantity under that Service Agreement effective as of October 1, 2005; and

WHEREAS, Buyer has agreed to such permanent capacity release and is willing to assume all rights and obligations of City of Sugar Hill, Georgia for the 776 dt per day of Transportation Contract Quantity 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") of 776 dt per day.

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

SERVICE AGREEMENT  
(Continued)

the gas delivered or caused to be delivered by Buyer to Seller at the point(s) of receipt shall be 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 October 1, 2005, and shall remain in force and effect until 9:00 a.m. Central Clock Time May 1, 2018 and thereafter until terminated by Seller or Buyer upon at least one (1) year 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

SERVICE AGREEMENT  
(Continued)

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

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



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 September 29 2005.

<u>Point(s) of Receipt</u>	<u>Maximum Daily Quantity at each Receipt Point (Dt/d)<sup>1</sup></u>
Point of interconnection between Seller's mainline and Destin Pipeline at milepost 756.860 in Clarke County, MS	776

---

<sup>1</sup> 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.

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 September 29, 2005.

Point(s) of Delivery

Sugar Hill Meter Station, located at milepost 26.96 on Seller's Georgia extension in Gwinnett County, GA

Pressures

Pressure(s) shall not be 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 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 September 29, 2005.

Specification of Negotiated Rate and Term

During the twelve (12) year, seven (7) month primary term of this Service Agreement, Buyer shall pay a negotiated monthly reservation rate of \$9.1250 per dt, plus the electric power unit rate, all surcharges (except for the GRI surcharge) and fuel applicable from time to time to Momentum service under Rate Schedule FT.

Contract # 9031498

SERVICE AGREEMENT

between

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

and

MUNICIPAL GAS AUTHORITY OF GEORGIA

SERVICE AGREEMENT

THIS AGREEMENT entered into this 28<sup>th</sup> day of September, 2005, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as "Buyer," second party,

WITNESSETH

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

WHEREAS, Seller and City of Winder, Georgia are parties to a Service Agreement, dated March 30, 2002 (Seller's contract number 9002621), under Seller's Rate Schedule FT, pursuant to which Seller provides firm transportation service under Seller's Momentum Expansion Project (referred to as "Momentum") of up to a Transportation Contract Quantity of 1,450 dt per day through Seller's pipeline system; and

WHEREAS, pursuant to Section 42 of the General Terms and Conditions of Seller's FERC Gas Tariff, City of Winder, Georgia has permanently relinquished and released to Buyer 1,450 dt per day of the Transportation Contract Quantity under that Service Agreement effective as of October 1, 2005; and

WHEREAS, Buyer has agreed to such permanent capacity release and is willing to assume all rights and obligations of City of Winder, Georgia for the 1,450 dt per day of Transportation Contract Quantity 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") of 1,450 dt per day.

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

SERVICE AGREEMENT  
(Continued)

the gas delivered or caused to be delivered by Buyer to Seller at the point(s) of receipt shall be 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 October 1, 2005, and shall remain in force and effect until 9:00 a.m. Central Clock Time May 1, 2018 and thereafter until terminated by Seller or Buyer upon at least one (1) year 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

SERVICE AGREEMENT  
(Continued)

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 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 - South

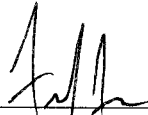
(b) If to Buyer:  
Municipal Gas Authority of Georgia  
104 TownPark Drive  
Kennesaw, Georgia 30144  
Attn: Arthur C. Corbin

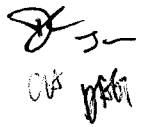
Such addresses may be changed from time to time by mailing appropriate notice thereof to the other party by certified or registered mail.

SERVICE AGREEMENT  
(Continued)

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   
Frank J. Ferazzi  
Vice President, Commercial Operations



MUNICIPAL GAS AUTHORITY OF GEORGIA  
(Buyer)

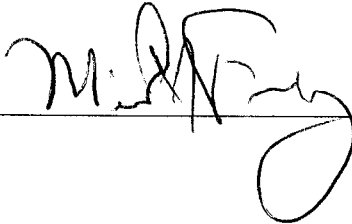
By 

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 September 28, 2005.

<u>Point(s) of Receipt</u>	<u>Maximum Daily Quantity at each Receipt Point (Dt/d)<sup>1</sup></u>
Point of interconnection between Seller's mainline and Destin Pipeline at milepost 756.860 in Clarke County, MS	1,450

---

<sup>1</sup> 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.

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 September 28 2005.

Point(s) of Delivery

Winder Meter Station, located at milepost 1092.52 on Seller's main transmission line in Oconee County, GA

Pressures

Pressure(s) shall not be 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 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 September 28, 2005.

Specification of Negotiated Rate and Term

During the twelve (12) year, seven (7) month primary term of this Service Agreement, Buyer shall pay a negotiated monthly reservation rate of \$7.300 per dt, plus the electric power unit rate, all surcharges (except for the GRI surcharge) and fuel applicable from time to time to Momentum service under Rate Schedule FT.