



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

October 25, 2005

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

Attention: Magalie R. Salas, Secretary

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

Ladies and Gentlemen:

Pursuant to Section 4 of the Natural Gas Act (“NGA”) and Part 154 of the Federal Energy Regulatory Commission’s (“Commission”) regulations thereunder, and for the reasons discussed herein, Transcontinental Gas Pipe Line Corporation (“Transco”) hereby submits for filing with the Commission a copy of a service agreement under Rate Schedule FT. Transco also submits Twenty-First Revised Sheet No. 1, Sixth Revised Sheet No. 30, and First Revised Sheet No. 31 to its FERC Gas Tariff, Third Revised Volume No.1 (“Tariff”). The tariff sheets are proposed to be effective November 1, 2005.

Statement of Nature, Reasons and Basis for Filing

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

The agreement under Rate Schedule FT submitted herein was entered into by South Jersey Gas Company (“South Jersey”) and Transco for firm transportation service under

Transco's Central New Jersey Expansion Project ("Service Agreement").¹ The Service Agreement contains one provision, in Article IV, Term of Agreement, that deviates from the form of service agreement (in "redlined" format):

This agreement shall be effective as of the later of November 1, 2005 or the date that all of Seller's Project facilities necessary to provide firm service to Buyer have been constructed and are ready for service as determined in Seller's sole opinion and shall remain in force effect until 9:00 a.m. Central Clock Time _____, _____ (year) for a primary term of twenty (20) years and thereafter...

Copies of the executed Service Agreement and a "redlined" version of the Service Agreement have been included as Attachment "A."

The blanks provided in Article IV of the Form of Service Agreement for use under Rate Schedule FT are ordinarily replaced by dates; however, the additional language quoted above is intended to set forth the conditions precedent to the effectiveness of the Service Agreement and to make the contract term correspond to the actual effective date in the event it differs from November 1, 2005. Transco submits that the additional language is necessary because the Service Agreement applies to transportation through newly constructed facilities. In addition, Transco submits that the additional language does not affect the quality of service to South Jersey or other shippers, nor does it constitute a substantial risk of undue discrimination against other shippers. Although Transco does not consider this additional language to be a material deviation; out of an abundance of caution, Transco files this Service Agreement with the Commission. Should the Commission make a determination that the additional language is a material deviation from the form of service, Transco respectfully requests that it be deemed a permissible material deviation as defined in prior Commission orders.²

Finally, in the event the Commission determines that the Service Agreement is non-conforming, Transco submits Sixth Revised Sheet No. 30 and First Revised Sheet No. 31³ in accordance with Section 154.112(b) of the Regulations, which requires pipelines to reference, in their Volume No. 1 FERC Gas Tariffs, contracts for service under part 284 of the Regulations "that deviate in any material aspect from the form of service agreement." Accordingly, the Service Agreement submitted herein is referenced on Sixth Revised Sheet No. 30 as a non-conforming service agreement. The Table of Contents on Twenty-First Revised Sheet No. 1 is also submitted to incorporate the revised sheets.

¹ Transco's Central New Jersey Expansion Project was approved by Commission order dated February 10, 2005 in Docket No. CP04-396-000, to be effective November 1, 2005.

² E.g., Tennessee Gas Pipeline Co., 112 FERC ¶61,259 (2005).

³ Currently effective Fourth Revised Sheet No. 30 reserves Sheet Nos. 30 through 32 for future use. Submitted in the instant filing are Sheet No. 30, to contain a list of Transco's non-conforming service agreements, and Sheet No. 31, to reserve Sheet Nos. 31 through 32 for future use.

Proposed Effective Date

Transco respectfully requests that the Commission grant any and all waivers of its regulations that it deems necessary to allow the tariff sheets submitted herein to become effective on November 1, 2005. In the event the Commission elects to accept and suspend the revised tariff sheets, in accordance with Section 154.7(a)(9) of the Regulations, Transco moves to place such tariff sheets into effect at the end of the applicable suspension period.

Materials Submitted Herewith

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

- (1) In accordance with Section 154.209 of the Regulations, a proposed form of notice for the instant filing suitable for publication in the Federal Register, and a diskette copy of such notice labeled NT102505.ASC;
- (2) The revised tariff sheet and the “redlined” version of the revised tariff sheets, in accordance with Section 154.201(a) of the Regulations;
- (3) As required by Section 154.4 of the Regulations, a diskette copy of the revised tariff sheets labeled TF102505.ASC; and
- (4) Attachment A, consisting of copies of the executed Service Agreement and a “redlined” version of the Service Agreement.

Posting and Certification of Service

In accordance with the provisions of Section 154.2(d) of the Regulations, copies of this filing are available for public inspection, during regular business hours, in a convenient form and place at Transco’s main office at 2800 Post Oak Boulevard in Houston, Texas. In addition, Transco is serving copies of the instant filing to its affected customers, interested State Commissions, and other interested parties.

Any communication regarding this filing should be sent to:

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

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and copies should be mailed to:

David A. Glenn
Senior Counsel
Transcontinental Gas Pipe Line Corp.
P.O. Box 1396
Houston, Texas 77251
Email: david.a.glenn@williams.com

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

Respectfully submitted,
TRANSCONTINENTAL GAS PIPE LINE CORPORATION

/s/ Marg Camardello

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

Filed: October 25, 2005

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Transcontinental Gas Pipe Line Corporation

Docket No. RP06-

Notice of Proposed Changes in FERC Gas Tariff

Take notice that on October 25, 2005, Transcontinental Gas Pipe Line Corporation (“Transco”) tendered for filing as part of its FERC Gas Tariff, Third Revised Volume No. 1, Twenty-First Revised Sheet No. 1, Sixth Revised Sheet No. 30, and First Revised Sheet No. 31 to become effective November 1, 2005.

Transco states that the purpose of this filing is to submit a service agreement between Transco and South Jersey Gas Company and to submit the above-referenced tariff sheets pursuant to Section 154.112(b) of the Commission’s regulations (18 CFR 154.112(b)).

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

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

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

Magalie R. Salas
Secretary

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NON-CONFORMING SERVICE AGREEMENTS

Name of Shipper/Agreement No. -----	Rate Schedule -----	Agreement Date -----	Date Effective -----
South Jersey Gas Company (Contract No. 9032686)	FT	06/27/05	11/01/05

SHEET NOS. 31 AND 32 ARE
BEING RESERVED FOR FUTURE USE.

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NON-CONFORMING SERVICE AGREEMENTS

<u>Name of Shipper/Agreement No.</u>	<u>Rate Schedule</u>	<u>Agreement Date</u>	<u>Date Effective</u>
<u>South Jersey Gas Company</u> <u>(Contract No. 9032686)</u>	<u>FT</u>	<u>06/27/05</u>	<u>11/01/05</u>

~~SHEET NOS. 30 THROUGH 32 ARE
BEING RESERVED FOR FUTURE USE.~~

SHEET NOS. 31 AND 32 ARE
BEING RESERVED FOR FUTURE USE.

Attachment A

SERVICE AGREEMENT

between

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

and

SOUTH JERSEY GAS COMPANY

SERVICE AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2005, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and SOUTH JERSEY GAS COMPANY, a New Jersey corporation, hereinafter referred to as "Buyer," second party,

WITNESSETH

WHEREAS, by order issued February 10, 2005 in Docket No. CP04-396-000, the Federal Energy Regulatory Commission ("FERC") has authorized Seller's Central New Jersey Expansion Project ("Project"); and

WHEREAS, Buyer has requested firm transportation service under the Project for 105,000 dekatherms of gas per day from the receipt point(s) specified in Exhibit A hereto to the delivery point(s) specified in Exhibit B hereto; and

WHEREAS, Seller is willing to provide the requested firm transportation service for Buyer under the Project pursuant to the terms of this Service Agreement and subject to the satisfaction of any applicable conditions set forth in the FERC's order approving the Project.

NOW, THEREFORE, Seller and Buyer hereby 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 105,000 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 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 the later of November 1, 2005 or the date that all of Seller's Project facilities necessary to provide firm service to Buyer have been constructed and are ready for service as determined in Seller's sole opinion and shall remain in force effect until 9:00 a.m. Central Clock Time _____, _____ (year) for a primary term of twenty (20) years and thereafter until terminated by Seller or Buyer upon at least one (1) year prior 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 the service hereunder, provisions governing such

negotiated rate (including surcharges) and term shall be set forth on Exhibit C to the service agreement.

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

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

(b) If to Buyer:
South Jersey Gas Company
1 South Jersey Plaza
Folsom, New Jersey 08037
Attention: Sr. Vice President, Gas Supply

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

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

TRANSCONTINENTAL GAS PIPE LINE CORPORATION
(Seller)

By: _____
Paul F. Egner, III
Director – Customer Services

SOUTH JERSEY GAS COMPANY
(Buyer)

By: _____

EXHIBIT A

ATTACHED AND MADE PART OF THE SERVICE AGREEMENT BY AND BETWEEN TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND SOUTH JERSEY GAS COMPANY, AS BUYER, DATED _____, 2005.

<u>Point(s) of Receipt</u>	<u>Maximum Daily Quantity (dt/day)¹</u>
Pooling Station 210 at the existing Point of Interconnection between Seller's Leidy Line and Seller's Mainline in Mercer County, New Jersey.	105,000

¹ These quantities do not include the additional quantities of gas to be retained by Seller for compressor fuel and line loss make-up. Therefore, Buyer also shall deliver or cause to be delivered at the receipt point such additional quantities of gas to be retained by Seller for compressor fuel and line loss make-up.

EXHIBIT B

ATTACHED AND MADE PART OF THE SERVICE AGREEMENT BY AND BETWEEN TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND SOUTH JERSEY GAS COMPANY, AS BUYER, DATED _____, 2005.

<u>Point(s) of Delivery and Pressure</u>	<u>Maximum Daily Quantity (dt/day) ²</u>
Proposed "Repaupo Meter Station" to be located adjacent to Seller's Woodbury line in the City of Repaupo in Logan Township, Gloucester County, New Jersey.	105,000

² Deliveries to or for the account of Buyer at the delivery point shall be subject to the limits of the Delivery Point Entitlement (DPE's) of the entities receiving the gas at the delivery point, as such DPE's are set forth in Seller's FERC Gas Tariff, as amended from time to time.

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CORPORATE RECORDS

SERVICE AGREEMENT

between

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

and

SOUTH JERSEY GAS COMPANY

SERVICE AGREEMENT

THIS AGREEMENT entered into this 27th day of JUNE, 2005, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and SOUTH JERSEY GAS COMPANY, a New Jersey corporation, hereinafter referred to as "Buyer," second party,

WITNESSETH

WHEREAS, by order issued February 10, 2005 in Docket No. CP04-396-000, the Federal Energy Regulatory Commission ("FERC") has authorized Seller's Central New Jersey Expansion Project ("Project"); and

WHEREAS, Buyer has requested firm transportation service under the Project for 105,000 dekatherms of gas per day from the receipt point(s) specified in Exhibit A hereto to the delivery point(s) specified in Exhibit B hereto; and

WHEREAS, Seller is willing to provide the requested firm transportation service for Buyer under the Project pursuant to the terms of this Service Agreement and subject to the satisfaction of any applicable conditions set forth in the FERC's order approving the Project.

NOW, THEREFORE, Seller and Buyer hereby 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 105,000 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 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 the later of November 1, 2005 or the date that all of Seller's Project facilities necessary to provide firm service to Buyer have been constructed and are ready for service as determined in Seller's sole opinion and shall remain in force effect for a primary term of twenty (20) years and thereafter until terminated by Seller or Buyer upon at least one (1) year prior 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 the service hereunder, provisions governing such

negotiated rate (including surcharges) and term shall be set forth on Exhibit C to the service agreement.

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

3. In addition to the applicable charges for firm transportation service pursuant to Section 3 of Seller's Rate Schedule FT, Buyer shall reimburse Seller for any and all filing fees incurred as a result of 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: Marketing Services
- (b) If to Buyer:
South Jersey Gas Company
1 South Jersey Plaza
Folsom, New Jersey 08037
Attention: Sr. Vice President, Gas Supply

25 0625 000

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

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

TRANSCONTINENTAL GAS PIPE LINE CORPORATION
(Seller)

By: Paul F. Egnor Paul F. Egnor, III
Director - Customer Services *WCB JPM*
8/14

SOUTH JERSEY GAS COMPANY
(Buyer)

By: Jeffrey E. DuBois
Jeffrey E. DuBois
Sr. Vice President
Gas Supply, Delivery and Sales

EXHIBIT A

ATTACHED AND MADE PART OF THE SERVICE AGREEMENT BY AND BETWEEN TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND SOUTH JERSEY GAS COMPANY, AS BUYER, DATED JUNE 27, 2005.

<u>Point(s) of Receipt</u>	<u>Maximum Daily Quantity (dt/day)¹</u>
Pooling Station 210 at the existing Point of Interconnection between Seller's Leidy Line and Seller's Mainline in Mercer County, New Jersey.	105,000

¹ These quantities do not include the additional quantities of gas to be retained by Seller for compressor fuel and line loss make-up. Therefore, Buyer also shall deliver or cause to be delivered at the receipt point such additional quantities of gas to be retained by Seller for compressor fuel and line loss make-up.

EXHIBIT B

ATTACHED AND MADE PART OF THE SERVICE AGREEMENT BY AND BETWEEN
TRANSCONTINENTAL GAS PIPE LINE CORPORATION, AS SELLER, AND SOUTH
JERSEY GAS COMPANY, AS BUYER, DATED JUNE 27, 2005.

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Proposed "Repaupo Meter Station" to be located adjacent to Seller's Woodbury line in the City of Repaupo in Logan Township, Gloucester County, New Jersey.	105,000

² Deliveries to or for the account of Buyer at the delivery point shall be subject to the limits of the Delivery Point Entitlement (DPE's) of the entities receiving the gas at the delivery point, as such DPE's are set forth in Seller's FERC Gas Tariff, as amended from time to time.