

Transcontinental Gas Pipe Line Company, LLC 2800 Post Oak Boulevard (77056) P.O. Box 1396 Houston, Texas 77251-1396 (713) 215-2000

February 26, 2010

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

Attention: Kimberly, D. Bose, Secretary

Reference: Transcontinental Gas Pipe Line Company, LLC

Amendments to Service Agreements that Contain Negotiated Rates

Docket No. RP10-

Ladies and Gentlemen:

Transcontinental Gas Pipe Line Company, LLC ("Transco") hereby submits for filing with the Federal Energy Regulatory Commission ("Commission") copies of eighteen executed amendments to previously filed service agreements that contain negotiated rates under Rate Schedule FT. Each amendment is effective as of the date Transco and the shipper entered into the amendment. The amendments are between Transco and the following customers:

| Atlanta Gas Light Company | FT (SouthCoast) | Contract No. 1037178 ¹ |
|--|-----------------|-----------------------------------|
| Atmos Energy Corporation | FT (Momentum) | Contract No. 9012587 ² |
| Clinton Newberry Natural Gas Authority | FT (Momentum) | Contract No. 9002622 ³ |
| Clinton Newberry Natural Gas Authority | FT (Sundance) | Contract No. 1042059 ⁴ |

¹ Filed previously in Docket No. RP96-359-004, and accepted by Commission Letter Order issued on November 28, 2002.

² Filed previously in Docket No. RP96-359-019, and accepted by Commission Letter Order issued on January 13, 2004. Amendment filed in Docket No. RP96-359-039, and accepted by Commission Letter Order issued on March 17, 2009.

³ Filed previously in Docket No. RP96-359-014, and accepted by Commission Letter Order issued on April 22, 2003.

⁴ Filed previously in Docket No. RP96-359-008, and accepted by Commission Letter Order issued on April 17, 2002.

| Fort Hill Natural Gas Authority | FT (Momentum) | Contract No. 9002617 ³ |
|--|-----------------|-----------------------------------|
| Fort Hill Natural Gas Authority | FT (Sundance) | Contract No. 1042062 ⁴ |
| Municipal Gas Authority of Georgia | FT (Momentum) | Contract No. 9031498 ⁵ |
| Municipal Gas Authority of Georgia | FT (Momentum) | Contract No. 9031703 ⁵ |
| Municipal Gas Authority of Georgia | FT (Momentum) | Contract No. 9031704 ⁶ |
| Municipal Gas Authority of Georgia | FT (Sundance) | Contract No. 9031575 ⁶ |
| Municipal Gas Authority of Georgia | FT (Sundance) | Contract No. 9031576 ⁶ |
| Municipal Gas Authority of Georgia | FT (SouthCoast) | Contract No. 9031413 ⁵ |
| Municipal Gas Authority of Georgia | FT (SouthCoast) | Contract No. 9031414 ⁵ |
| Santee Cooper | FT (SouthCoast) | Contract No. 1037187 ¹ |
| Southern Company Services, Inc. ⁷ | FT (SouthCoast) | Contract No. 1037179 ¹ |
| Southern Company Services, Inc. ⁷ | FT (Sundance) | Contract No. 1042060 ⁴ |
| Sylacauga Utilities Board | FT (SouthCoast) | Contract No. 1037188 ¹ |
| Sylacauga Utilities Board | FT (Momentum) | Contract No. 9002616 ³ |

Statement of Nature, Reasons and Basis

In response to the Commission's order in <u>Southern Star Central Gas Pipeline, Inc.</u> (125 FERC ¶ 61,082 (2008)), Transco conducted a review of its service agreements, including ancillary agreements that might affect the terms and conditions of service under those service agreements, for material deviations from the applicable form of service agreement in Transco's tariff. Transco submitted the results of this review to the Commission's Office of Enforcement on August 28, 2009 ("August 28 Report"). In the August 28 Report, Transco identified certain service agreements containing deviations that could be considered material deviations and provided detailed descriptions of those deviations. Transco stated that it would seek to remediate the identified deviations or would file the service agreements with the Commission as nonconforming service agreements. As is described further below, the amendments submitted herewith are a result of that effort. Transco continues to work with its shippers to address the remaining service agreements identified in the August 28 Report.

Description of Amendments

During its review of the above-listed negotiated rate service agreements and ancillary agreements relating to those service agreements, Transco determined that certain terms relating to the negotiated rate under those service agreements were reflected in an ancillary agreement between Transco and the shipper, but were not included on Exhibit C to the applicable service agreement. Accordingly, Transco and the shipper agreed to amend Exhibit C to the service agreement to

⁵ Filed previously in Docket No. RP96-359-028, and accepted by the Commission in <u>Transcontinental</u> <u>Gas Pipe Line Corp.</u>, 113 FERC ¶ 61,097 (2005). Amendment filed in Docket No. RP96-359-031, and accepted by Commission Letter Order issued on November 21, 2006.

⁶ Filed previously in Docket No. RP96-359-028, and accepted by the Commission in <u>Transcontinental</u> <u>Gas Pipe Line Corp.</u>, 113 FERC ¶ 61,097 (2005).

⁷ As agent for Georgia Power Company, Alabama Power Company, Mississippi Power Company, Gulf Power Company, and Southern Power Company.

include the operative terms from the ancillary agreement and to terminate the ancillary agreement. Under Transco's current contracting procedures, all terms and conditions relating to transportation service are included in the service agreement, and not in an ancillary agreement.⁸

Specifically, all eighteen of the amendments reflect a revision to Exhibit C to include language stating that Transco will not seek to modify the negotiated rate under NGA Section 4, and that Shipper will not file under NGA Section 5 to seek to modify the negotiated rate. This language conforms to Exhibit C of Transco's current form of service agreement for use under Rate Schedule FT. Thus, incorporation of that language into Exhibit C of the above-listed service agreements does not deviate from Transco's current form of service agreement.

In addition, certain of the amendments reflect revisions to other provisions of the applicable service agreement which correct immaterial and non-substantive deviations in those service agreements to conform to the language of Transco's current form of service agreement for use under Rate Schedule FT. Those revisions include 1) adding the word "Seller" between the words "pay" and "for" in the first sentence of paragraph 1 of Article V in the service agreement (Contract Nos. 1037178, 1037179, 1037187, and 1037188); and 2) adding the following underlined language to Article I in the service agreement (Contract Nos. 9002616 and 9002622): "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..."

Further, Exhibit C to two of the amendments, relating to Contract No. 1037179 and Contract No. 1042060, incorporates a term providing that if the negotiated rate is increased by more than 25% during the primary term of the service agreement as a result of an order of industry-wide applicability, the parties agree to negotiate an alternative rate. This provision was reflected in the ancillary agreements between Transco and Southern Company Services relating to those service agreements, which were terminated when the provision was added to Exhibit C of the service agreements. Section 53 of the General Terms and Conditions ("GT&C") of Transco's tariff, Section 3.5 of Rate Schedule FT and Section 1 of Article V of the service agreement permit Transco and a customer to agree to a negotiated rate and a specified term for that rate. The provision set forth on Exhibit C establishes a condition for the negotiation of an alternative rate under the service agreement and is a part of the specification of the negotiated rate.

Finally, Exhibit C to the amendment to Contract No. 9012587 includes a provision setting forth the parties agreement to the negotiated rate to apply in the event that the Shipper extends the primary term of the service agreement for an additional five year term. This provision was reflected in the ancillary agreement between Transco and Atmos Energy relating to this service agreement, which was terminated when the provision was added to Exhibit C of the service agreement. Section 44, Extension of Service Agreement, of the GT&C and Commission policy permit Transco and a customer to mutually agree to an extension of the term of a service

⁸ Collateral requirements and other conditions related to the construction of new facilities are reflected in precedent agreements.

agreement, and Section 53 of the GT&C, Section 3.5 of Rate Schedule FT and Section 1 of Article V of the service agreement permit Transco and a customer to agree to a negotiated rate and a specified term for that rate.

Transco submits that the amendments to the service agreements submitted herein do not contain material deviations because the terms conform to Transco's current form of service agreement under Rate Schedule FT or are otherwise consistent with Transco's tariff, and do not affect the substantive rights of the parties or the quality of service to the Shipper or other shippers under Transco's tariff.⁹

As part of a clean-up effort unrelated to the remediation of deviations from the pro forma service agreements, Transco has included in the amended Exhibit C's submitted herewith a restatement of the negotiated monthly reservation rate as a daily reservation rate in order to be consistent with Transco's current rate design and billing practices.

Proposed Effective Date

Transco respectfully requests that the Commission grant any waivers necessary in order to accept the amendments submitted herein to be effective as of the effective date of each amendment. Transco submits that good cause exists to accept the amendments as proposed herein. Acceptance of the amendments as of the specified effective dates will give effect to the intentions of the parties.

Materials Submitted Herewith

In accordance with Section 154.7(a)(1) of the Commission's Regulations, Transco is submitting executed copies of the amendments to the identified service agreements.

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.

⁹ Transco notes that the previously filed negotiated rate service agreements underlying the amendments submitted herein contain one or more non-language or clerical deviations and contain one or more minor non-substantive language deviations that provide additional information or reiterate existing tariff rights or obligations. These types of deviations do not affect the substantive rights of the parties and therefore, these deviations are not material. The Commission has recently accepted service agreements submitted by Transco that contain similar deviations, stating that those deviations are minor and non-substantive, and thus are not material deviations (October 1, 2009 Filing in Docket No. RP10-14-000, accepted by Commission Letter Order dated October 20, 2009).

Any communication regarding this filing should be sent to:

Scott C. Turkington
Director, Rates & Regulatory
Transcontinental Gas Pipe Line Company, LLC
P.O. Box 1396
Houston, Texas 77251
(713) 215-3391
scott.c.turkington@williams.com

and copies should be mailed to:

David A. Glenn
Senior Counsel
Transcontinental Gas Pipe Line
Company, LLC
P.O. Box 1396
Houston, Texas 77251
(713) 215-2341
david.a.glenn@williams.com

Marshia Younglund Manager, Regulatory Affairs The Williams Companies, Inc. 1627 Eye Street, N.W., Suite 900 Washington, D.C. 2006 (202) 833-8994 marshia.younglund@williams.com

Respectfully submitted,

TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC

/s/ Marg Camardello

By___

Marg Camardello
Manager, Certificates & Tariffs
(713) 215-3380
marg.r.camardello@williams.com

Filed: February 26, 2010

Atlanta Gas Light Company Contract No. 1037178 **Atmos Energy Corporation** Contract No. 9012587 Clinton Newberry Natural Gas Authority Contract No. 9002622 Clinton Newberry Natural Gas Authority Contract No. 1042059 Fort Hill Natural Gas Authority Contract No. 9002617 Fort Hill Natural Gas Authority Contract No. 1042062 Municipal Gas Authority of Georgia Contract No. 9031498 Municipal Gas Authority of Georgia Contract No. 9031703 Municipal Gas Authority of Georgia Contract No. 9031704 Municipal Gas Authority of Georgia Contract No. 9031575 Municipal Gas Authority of Georgia Contract No. 9031576 Municipal Gas Authority of Georgia Contract No. 9031413 Municipal Gas Authority of Georgia Contract No. 9031414 Santee Cooper Contract No. 1037187 Contract No. 1037179 Southern Company Services, Inc. Southern Company Services, Inc. Contract No. 1042060 Sylacauga Utilities Board Contract No. 1037188 Sylacauga Utilities Board Contract No. 9002616

THIS AMENDMENT ("Amendment") is entered into this between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability of pany, hereinafter referred to as "Seller", first party, and ATLANTA GAS LIGHT COMPANY, hereinafter referred to as "Buyer", second party.

WITNESSETH

WHEREAS, Seller and Buyer entered into that certain Service Agreement dated May 23, 2000 under Seller's Rate Schedule FT pursuant to which Seller provides firm transportation service for Buyer with a Transportation Contract Quantity of 61,160 dt per day (Seller's Contract # 1037178, hereinafter referred to as "the Service Agreement"); and

WHEREAS, Seller has reviewed its service agreements for deviations from the applicable form of service agreement; and

WHEREAS, Seller has determined that the Service Agreement contains terms that deviate from the form of service agreement for use under Rate Schedule FT, and Seller and Buyer now wish to amend the Service Agreement to conform its terms to the applicable form of service agreement for use under Rate Schedule FT; and

WHEREAS, Seller has also determined that Exhibit C to the Service Agreement does not include all of the terms applicable to the negotiated rate set forth therein, and Seller and Buyer now wish to amend Exhibit C to the Service Agreement to include those terms.

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

- Section 1 of Article V of the Service Agreement is hereby deleted in its entirety and replaced by the following:
 - 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. Exhibit C of the Service Agreement is hereby deleted in its entirety and replaced by Exhibit C attached hereto.
- This Amendment shall be effective as of the date first above written.
- 4. This Amendment is subject to Seller's receipt of the necessary approval(s) from the Federal Energy Regulatory Commission.
- 5. Except as herein amended, the Service Agreement shall remain in full force and effect pursuant to the terms thereof.

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

TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC ("SELLER")

Paul F. Egner, III

Director, Customer Services

ATLANTA GAS LIGHT COMPANY ("BUYER")

0.000

Title VAGSLOGUT

EXHIBIT C

Specification of Negotiated Rate and Term

During the ten (10) year primary term of this Service Agreement, Buyer shall pay a negotiated daily reservation rate of \$0.3350 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.

WITNESSETH

WHEREAS, Seller and Buyer entered into that certain Service Agreement dated August 27, 2003, as amended February 25, 2009 under Seller's Rate Schedule FT pursuant to which Seller provides firm transportation service for Buyer with a Transportation Contract Quantity of 2,000 dt per day (Seller's Contract # 9012587, hereinafter referred to as "the Service Agreement"); and

WHEREAS, Seller has reviewed its service agreements for deviations from the applicable form of service agreement; and

WHEREAS, Seller has determined that Exhibit C to the Service Agreement does not include all of the terms applicable to the negotiated rate set forth therein, and Seller and Buyer now wish to amend Exhibit C to the Service Agreement to include those terms.

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

- Exhibit C of the Service Agreement is hereby deleted in its entirety and replaced by Exhibit C attached hereto.
- 2. This Amendment shall be effective as of the date first above written.
- This Amendment is subject to Seller's receipt of the necessary approval(s) from the Federal Energy Regulatory Commission.
- Except as herein amended, the Service Agreement shall remain in full force and effect pursuant to the terms thereof.

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

TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC ("SELLER")

Paul F. Egner, III

Director, Customer Services

ATMOS ENERGY CORPORATION ("BUYER")

EMPY MALTER

VP, Gas Supply & Services

Title ____

EXHIBIT C

Specification of Negotiated Rate and Term

During the primary term of this agreement, Buyer shall pay a negotiated daily reservation rate ("Negotiated Rate") plus the electric power unit rate, all applicable surcharges (except GRI surcharge) and fuel applicable from time to time to Momentum service under Rate Schedule FT. The Negotiated Rate for capacity reserved from the Station 65 Receipt Point to the Point of Delivery hereunder shall be \$0.29000 per dt.

Seller agrees not to file or cause to be filed with the FERC under Section 4 of the NGA to seek to modify the negotiated rate set forth above. Buyer agrees not to file or cause to be filed with the FERC any action, claim, complaint, or other pleading under Section 5 of the NGA, or support or participate in any such proceeding initiated by any other party, requesting a change to or in any way opposing the negotiated rate set forth above.

At the end of the primary term, if Buyer extends the primary term for an additional five (5) year term upon a minimum of one (1) year prior written notice to Transco before the end of the ten (10) year term, Buyer shall, during such extension, pay a negotiated daily reservation rate of \$0.28000 (negotiated monthly reservation rate of \$8.5167 per dt) per dt for deliveries from Station 65 plus the electric power unit rate, all applicable surcharges (except for GRI surcharge) and fuel applicable for time to time to Momentum service under Rate Schedule FT.

THIS AMENDMENT ("Amendment") is entered into this 4th day of 100 by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller", first party, and CLINTON-NEWBERRY NATURAL GAS AUTHORITY, hereinafter referred to as "Buyer", second party.

WITNESSETH

WHEREAS, Seller and Buyer entered into that certain Service Agreement dated March 18, 2002 under Seller's Rate Schedule FT pursuant to which Seller provides firm transportation service for Buyer with a Transportation Contract Quantity of 1,500 dt per day (Seller's Contract # 9002622, hereinafter referred to as "the Service Agreement"); and

WHEREAS, Seller has reviewed its service agreements for deviations from the applicable form of service agreement; and

WHEREAS, Seller has determined that the Service Agreement contains terms that deviate from the form of service agreement for use under Rate Schedule FT, and Seller and Buyer now wish to amend the Service Agreement to conform its terms to the applicable form of service agreement for use under Rate Schedule FT; and

WHEREAS, Seller also has determined that Exhibit C to the Service Agreement does not include all of the terms applicable to the negotiated rate set forth therein, and Seller and Buyer now wish to amend Exhibit C to the Service Agreement to include those terms.

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

- 1 Section 2 of Article I of the Service Agreement is hereby deleted in its entirety and replaced by the following:
 - 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.
- Exhibit C of the Service Agreement is hereby deleted in its entirety and replaced by Exhibit C attached hereto.
- This Amendment shall be effective as of the date first above written.
- 4. This Amendment is subject to Seller's receipt of the necessary approval(s) from the Federal Energy Regulatory Commission.
- Except as herein amended, the Service Agreement shall remain in full force and effect 5. pursuant to the terms thereof.

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

TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC ("SELLER")

CLINTON-NEWBERRY NATURAL GAS AUTHORITY ("BUYER")

Paul F. Egner, III

Director, Customer Services

EXHIBIT C

Specification of Negotiated Rate and Term

During the fifteen (15) year primary term of this Service Agreement, Buyer shall pay a negotiated daily reservation rate of \$0.30000 (negotiated monthly reservation rate of \$9.1250) per dt plus the electric power unit rate, all applicable surcharges (except GRI surcharge) and fuel applicable from time to time to Momentum service under Rate Schedule FT.

THIS AMENDMENT ("Amendment") is entered into this 4th day of 1thruny, 2010 and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller", first party, and CLINTON-NEWBERRY NATURAL GAS AUTHORITY, hereinafter referred to as "Buyer", second party.

WITNESSETH

WHEREAS, Seller and Buyer entered into that certain Service Agreement dated May 4, 2001 under Seller's Rate Schedule FT pursuant to which Seller provides firm transportation service for Buyer with a Transportation Contract Quantity of 2,000 dt per day (Selier's Contract # 1042059, hereinafter referred to as "the Service Agreement"); and

WHEREAS, Seller has reviewed its service agreements for deviations from the applicable form of service agreement; and

WHEREAS, Seller has determined that Exhibit C to the Service Agreement does not include all of the terms applicable to the negotiated rate set forth therein, and Seller and Buyer now wish to amend Exhibit C to the Service Agreement to include those terms.

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

- Exhibit C of the Service Agreement is hereby deleted in its entirety and replaced by Exhibit C attached hereto.
- This Amendment shall be effective as of the date first above written.
- This Amendment is subject to Seller's receipt of the necessary approval(s) from the 3. Federal Energy Regulatory Commission.
- 4. Except as herein amended, the Service Agreement shall remain in full force and effect pursuant to the terms thereof.

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

TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC ("SELLER")

CLINTON-NEWBERRY NATURAL GAS AUTHORITY ("BUYER")

Paul F. Egner, III

Director, Customer Services

Name STAN BRYSON

Title GENERAL MANAGER

EXHIBIT C

Specification of Negotiated Rate and Term

During the fifteen (15) year primary term of this Service Agreement, Buyer shall pay a negotiated daily reservation rate of \$0.3000 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.

THIS AMENDMENT ("Amendment") is entered into this 25th day of ________, 2010 by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller", first party, and FORT HILL NATURAL GAS AUTHORITY, hereinafter referred to as "Buyer", second party.

WITNESSETH

WHEREAS, Seller and Buyer entered into that certain Service Agreement dated April 4, 2002 under Seller's Rate Schedule FT pursuant to which Seller provides firm transportation service for Buyer with a Transportation Contract Quantity of 3,000 dt per day (Seller's Contract # 9002617, hereinafter referred to as "the Service Agreement"); and

WHEREAS, Seller has reviewed its service agreements for deviations from the applicable form of service agreement; and

WHEREAS, Seller has determined that the Service Agreement contains terms that deviate from the form of service agreement for use under Rate Schedule FT, and Seller and Buyer now wish to amend the Service Agreement to conform its terms to the applicable form of service agreement for use under Rate Schedule FT; and

WHEREAS, Seller also has determined that Exhibit C to the Service Agreement does not include all of the terms applicable to the negotiated rate set forth therein, and Seller and Buyer now wish to amend Exhibit C to the Service Agreement to include those terms.

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

- Section 2 of Article I of the Service Agreement is hereby deleted in its entirety and replaced by the following:
 - 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.
- Exhibit C of the Service Agreement is hereby deleted in its entirety and replaced by Exhibit C attached hereto.
- 3. This Amendment shall be effective as of the date first above written.
- 4. This Amendment is subject to Seller's receipt of the necessary approval(s) from the Federal Energy Regulatory Commission.
- Except as herein amended, the Service Agreement shall remain in full force and effect pursuant to the terms thereof.

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

TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC ("SELLER")

Paul F. Egner, III

Director, Customer Services

FORT HILL NATURAL GAS AUTHORITY ("BUYER")

Name

Title (EQ

EXHIBIT C

Specification of Negotiated Rate and Term

During the fifteen (15) year primary term of this Service Agreement, Buyer shall pay a negotiated daily reservation rate of \$0.30000 (negotiated monthly reservation rate of \$9.1250) per dt plus the electric power unit rate, all applicable surcharges (except GRI surcharge) and fuel applicable from time to time to Momentum service under Rate Schedule FT.

THIS AMENDMENT ("Amendment") is entered into this 25% day of Detween TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited Tability company, hereinafter referred to as "Seller", first party, and FORT HILL NATURAL GAS AUTHORITY, hereinafter referred to as "Buyer", second party.

WITNESSETH

WHEREAS, Seller and Buyer entered into that certain Service Agreement dated May 4, 2001 under Seller's Rate Schedule FT pursuant to which Seller provides firm transportation service for Buyer with a Transportation Contract Quantity of 8,000 dt per day (Seller's Contract # 1042062, hereinafter referred to as "the Service Agreement"); and

WHEREAS, Seller has reviewed its service agreements for deviations from the applicable form of service agreement; and

WHEREAS, Seller has determined that Exhibit C to the Service Agreement does not include all of the terms applicable to the negotiated rate set forth therein, and Seller and Buyer now wish to amend Exhibit C to the Service Agreement to include those terms.

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

- Exhibit C of the Service Agreement is hereby deleted in its entirety and replaced by Exhibit C attached hereto.
- 2. This Amendment shall be effective as of the date first above written.
- This Amendment is subject to Seller's receipt of the necessary approval(s) from the Federal Energy Regulatory Commission.
- 4. Except as herein amended, the Service Agreement shall remain in full force and effect pursuant to the terms thereof.

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

TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC

Paul F. Egner, III

Director, Customer Services

FORT HILL NATURAL GAS AUTHORITY ("BUYER")

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EXHIBIT C

Specification of Negotiated Rate and Term

During the fifteen (15) year primary term of this Service Agreement, Buyer shall pay a negotiated daily reservation rate of \$0.3000 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.

THIS AMENDMENT ("Amendment") is entered into this [3] day of FROM ONLY OF THE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller", first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as "Buyer", second party.

WITNESSETH

WHEREAS, Seller and Buyer entered into that certain Service Agreement effective October 1, 2005, as amended October 26, 2006, under Seller's Rate Schedule FT pursuant to which Seller provides firm transportation service for Buyer with a Transportation Contract Quantity of 12,525 dt per day (Seller's Contract #9031498, hereinafter referred to as "the Service Agreement"); and

WHEREAS, Seller has reviewed its service agreements for deviations from the applicable form of service agreement; and

WHEREAS, Seller has determined that Exhibit C to the Service Agreement does not include all of the terms applicable to the negotiated rate set forth therein, and Seller and Buyer now wish to amend Exhibit C to the Service Agreement to include those terms.

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

- Exhibit C of the Service Agreement is hereby deleted in its entirety and replaced by Exhibit C attached hereto.
- 2. This Amendment shall be effective as of the date first above written.
- 3. This Amendment is subject to Seller's receipt of the necessary approval(s) from the Federal Energy Regulatory Commission.
- Except as herein amended, the Service Agreement shall remain in full force and effect pursuant to the terms thereof.

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

TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC ("SELLER")

Paul F. Egner, III

Director, Customer Services

MUNICIPAL GAS AUTHORITY OF GEORGIA ("BUYER")

Name Michael J

Title Vice President, Operations

EXHIBIT C

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 daily reservation rate of \$0.24000 (negotiated monthly reservation rate of \$7.300) per dt plus the electric power unit rate, all applicable surcharges (except GRI surcharge) and fuel applicable from time to time to Momentum service under Rate Schedule FT.

THIS AMENDMENT ("Amendment") is entered into this 15th day of FEDILARY, 2010 by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited limitality company, hereinafter referred to as "Seller", first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as "Buyer", second party.

WITNESSETH

WHEREAS, Seller and Buyer entered into that certain Service Agreement effective October 1, 2005 under Seller's Rate Schedule FT pursuant to which Seller provides firm transportation service for Buyer with a Transportation Contract Quantity of 207 dt per day (Seller's Contract # 9031703, hereinafter referred to as "the Service Agreement"); and

WHEREAS, Seller has reviewed its service agreements for deviations from the applicable form of service agreement; and

WHEREAS, Seller has determined that Exhibit C to the Service Agreement does not include all of the terms applicable to the negotiated rate set forth therein, and Seller and Buyer now wish to amend Exhibit C to the Service Agreement to include those terms.

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

- Exhibit C of the Service Agreement is hereby deleted in its entirety and replaced by Exhibit C attached hereto.
- This Amendment shall be effective as of the date first above written.
- This Amendment is subject to Seller's receipt of the necessary approval(s) from the Federal Energy Regulatory Commission.
- Except as herein amended, the Service Agreement shall remain in full force and effect pursuant to the terms thereof.

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

TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC ("SELLER")

Paul F. Egner, III

Director, Customer Services

MUNICIPAL GAS AUTHORITY OF GEORGIA ("BUYER")

Name Mi

Title Vice President, Operations

EXHIBIT C

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 daily reservation rate of \$0.27000 (negotiated monthly reservation rate of \$8.2125) per dt plus the electric power unit rate, all applicable surcharges (except GRI surcharge) and fuel applicable from time to time to Momentum service under Rate Schedule FT.

THIS AMENDMENT ("Amendment") is entered into this _____ day of ______, 2010 by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller", first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as "Buyer", second party.

WITNESSETH

WHEREAS, Seller and Buyer entered into that certain Service Agreement effective October 1, 2005 under Seller's Rate Schedule FT pursuant to which Seller provides firm transportation service for Buyer with a Transportation Contract Quantity of 776 dt per day (Seller's Contract # 9031704, hereinafter referred to as "the Service Agreement"); and

WHEREAS, Seller has reviewed its service agreements for deviations from the applicable form of service agreement; and

WHEREAS, Seller has determined that Exhibit C to the Service Agreement does not include all of the terms applicable to the negotiated rate set forth therein, and Seller and Buyer now wish to amend Exhibit C to the Service Agreement to include those terms.

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

- Exhibit C of the Service Agreement is hereby deleted in its entirety and replaced by Exhibit C attached hereto.
- 2. This Amendment shall be effective as of the date first above written.
- This Amendment is subject to Seller's receipt of the necessary approval(s) from the Federal Energy Regulatory Commission.
- Except as herein amended, the Service Agreement shall remain in full force and effect pursuant to the terms thereof.

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

TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC ("SELLER")

Paul F. Egner, III

Director, Customer Services

MUNICIPAL GAS AUTHORITY OF GEORGIA ("BUYER")

Name

Michael

Title Vice President, Operations

EXHIBIT C

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 daily reservation rate of \$0.30000 (negotiated monthly reservation rate of \$9.1250) per dt plus the electric power unit rate, all applicable surcharges (except GRI surcharge) and fuel applicable from time to time to Momentum service under Rate Schedule FT.

THIS AMENDMENT ("Amendment") is entered into this day of COMMINIMATE OF BUILDING OMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller", first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as "Buyer", second party.

WITNESSETH

WHEREAS, Seller and Buyer entered into that certain Service Agreement effective October 1, 2005 under Seller's Rate Schedule FT pursuant to which Seller provides firm transportation service for Buyer with a Transportation Contract Quantity of 518 dt per day (Seller's Contract § 9031875, hereinafter referred to as "the Service Agreement"); and

WHEREAS, Seller has reviewed its service agreements for deviations from the applicable form of service agreement; and

WHEREAS, Seller has determined that Exhibit C to the Service Agreement does not include all of the terms applicable to the negotiated rate set forth therein, and Seller and Buyer now wish to amend Exhibit C to the Service Agreement to include those terms.

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

- Exhibit C of the Service Agreement is hereby deleted in its entirety and replaced by Exhibit C attached hereto.
- 2. This Amendment shall be effective as of the date first above written.
- This Amendment is subject to Seller's receipt of the necessary approval(s) from the Federal Energy Regulatory Commission.
- Except as herein amended, the Service Agreement shall remain in full force and effect pursuant to the terms thereof.

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

TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC ("SELLER")

Paul F. Egner, III

Director, Customer Services

MUNICIPAL GAS AUTHORITY OF GEORGIA ("BUYER")

Name Michael

Title Vice President, Operations

EXHIBIT C

Specification of Negotiated Rate and $\operatorname{\textit{Term}}$

During the eleven (11) year, seven (7) month primary term of this Service Agreement, Buyer shall pay a negotiated daily reservation rate of \$0.3700 (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.

THIS AMENDMENT ("Amendment") is entered into this 15T day of LEGICALLY, 2010 by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller", first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as "Buyer", second party.

WITNESSETH

WHEREAS, Seller and Buyer entered into that certain Service Agreement effective October 1, 2005, as amended October 26, 2006, under Seller's Rate Schedule FT pursuant to which Seller provides firm transportation service for Buyer with a Transportation Contract Quantity of 2,277 dt per day (Seller's Contract # 9031576, hereinafter referred to as "the Service Agreement"); and

WHEREAS, Seller has reviewed its service agreements for deviations from the applicable form of service agreement; and

WHEREAS, Seller has determined that Exhibit C to the Service Agreement does not include all of the terms applicable to the negotiated rate set forth therein, and Seller and Buyer now wish to amend Exhibit C to the Service Agreement to include those terms.

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

- Exhibit C of the Service Agreement is hereby deleted in its entirety and replaced by Exhibit C attached hereto.
- 2. This Amendment shall be effective as of the date first above written.
- This Amendment is subject to Seller's receipt of the necessary approval(s) from the Federal Energy Commission.
- Except as herein amended, the Service Agreement shall remain in full force and effect pursuant to the terms thereof.

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

TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC ("SELLER")

Paul F. Egner, III

Director, Customer Services

MUNICIPAL GAS AUTHORITY OF GEORGIA ("BUYER")

Name Michael

Title Vice President, Operations

EXHIBIT C

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 daily reservation rate of \$0.2500 (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.

THIS AMENDMENT ("Amendment") is entered into this 15 day of 15 day

WITNESSETH

WHEREAS, Seller and Buyer entered into that certain Service Agreement effective October 1, 2005, as amended October 26, 2006 under Seller's Rate Schedule FT pursuant to which Seller provides firm transportation service for Buyer with a Transportation Contract Quantity of 5,952 dt per day (Seller's Contract # 9031413, hereinafter referred to as "the Service Agreement"); and

WHEREAS, Seller has reviewed its service agreements for deviations from the applicable form of service agreement; and

WHEREAS, Seller has determined that Exhibit C to the Service Agreement does not include all of the terms applicable to the negotiated rate set forth therein, and Seller and Buyer now wish to amend Exhibit C to the Service Agreement to include those terms.

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

- Exhibit C of the Service Agreement is hereby deleted in its entirety and replaced by Exhibit C attached hereto.
- 2. This Amendment shall be effective as of the date first above written.
- This Amendment is subject to Seller's receipt of the necessary approval(s) from the Federal Energy Regulatory Commission.
- Except as herein amended, the Service Agreement shall remain in full force and effect pursuant to the terms thereof.

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

TRANSCONTINENTAL GAS FIFE LINE COMPANY, LLC ("SELLER")

Paul F. Egner, III

Director, Customer Services

MUNICIPAL GAS AUTHORITY OF GEORGIA ("BUYER")

Name Michael

Title Vice President, Operations

EXHIBIT C

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 daily reservation rate of \$0.20000 (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.

THIS AMENDMENT ("Amendment") is entered into this day of VENTURY, 2010 by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller", first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, hereinafter referred to as "Buyer", second party.

WITNESSETH

WHEREAS, Seller and Buyer entered into that certain Service Agreement effective October 1, 2005, as amended October 26, 2006 under Seller's Rate Schedule FT pursuant to which Seller provides firm transportation service for Buyer with a Transportation Contract Quantity of 5,382 dt per day (Seller's Contract # 9031414, hereinafter referred to as "the Service Agreement"); and

WHEREAS, Seller has reviewed its service agreements for deviations from the applicable form of service agreement; and

WHEREAS, Seller has determined that Exhibit C to the Service Agreement does not include all of the terms applicable to the negotiated rate set forth therein, and Seller and Buyer now wish to amend Exhibit C to the Service Agreement to include those terms.

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

- Exhibit C of the Service Agreement is hereby deleted in its entirety and replaced by Exhibit C attached hereto.
- 2. This Amendment shall be effective as of the date first above written.
- This Amendment is subject to Seller's receipt of the necessary approval(s) from the Federal Energy Regulatory Commission.
- Except as herein amended, the Service Agreement shall remain in full force and effect pursuant to the terms thereof.

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

TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC ("SELLER")

Paul F. Egner, III

Director, Customer Services

MUNICIPAL GAS AUTHORITY OF GEORGIA ("BUYER")

Name Michael J.

Title Vice President, Operations

EXHIBIT C

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 daily reservation rate of \$0.30000 (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.

THIS AMENDMENT ("Amendment") is entered into this 2210 day of FEDRUAY , 2010 by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller", first party, and SANTEE COOPER, hereinafter referred to as "Buyer", second party.

WITNESSETH

WHEREAS, Seller and Buyer entered into that certain Service Agreement dated February 17, 1999 under Seller's Rate Schedule FT pursuant to which Seller provides firm transportation service for Buyer with a Transportation Contract Quantity of 80,000 dt per day (Seller's Contract # 1037187, hereinafter referred to as "the Service Agreement"); and

WHEREAS, Seller has reviewed its service agreements for deviations from the applicable form of service agreement; and

WHEREAS, Seller has determined that the Service Agreement contains terms that deviate from the form of service agreement for use under Rate Schedule FT, and Seller and Buyer now wish to amend the Service Agreement to conform its terms to the applicable form of service agreement for use under Rate Schedule FT; and

WHEREAS, Seller has also determined that Exhibit C to the Service Agreement does not include all of the terms applicable to the negotiated rate set forth therein, and Seller and Buyer now wish to amend Exhibit C to the Service Agreement to include those terms.

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

- Section 1 of Article V of the Service Agreement is hereby deleted in its entirety and replaced by the following:
 - 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.
- Exhibit C of the Service Agreement is hereby deleted in its entirety and replaced by Exhibit C attached hereto.
- This Amendment shall be effective as of the date first above written.
- 4. This Amendment is subject to Seller's receipt of necessary approval(s) from the Federal Energy Regulatory Commission.
- Except as herein amended, the Service Agreement shall remain in full force and effect pursuant to the terms thereof.

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

TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC ("SELLER")

Paul F. Egner, III

Director, Customer Services

SANTEE COOPER ("BUYER")

Name Bill Inc Call, Jr

and Chief Operating Officer

EXHIBIT C

Specification of Negotiated Rate and Term

During the fifteen (15) year primary term of this Service Agreement, Buyer shall pay a negotiated daily reservation rate of \$0.20000 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.

THIS AMENDMENT ("Amendment") is entered into this day of TOWNULOV, 2010 by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller", first party, and SOUTHERN COMPANY SERVICES, INC., as "Agent" for GEORGIA POWER COMPANY, ALABAMA POWER COMPANY, MISSISSIPPI POWER COMPANY, GULF POWER COMPANY, AND SOUTHERN POWER COMPANY ("Principals"), hereinafter and collectively referred to as "Buyer", second party, which Principals meet the requirements set forth in Section 8.3 of Rate Schedule FT which is incorporated herein by reference.

WITNESSETH

WHEREAS, Seller and Buyer entered into that certain Service Agreement dated May 23, 2000 under Seller's Rate Schedule FT pursuant to which Seller provides firm transportation service for Buyer with a Transportation Contract Quantity of 40,000 dt per day (Seller's Contract # 1037179, hereinafter referred to as "the Service Agreement"); and

WHEREAS, Seller has reviewed its service agreements for deviations from the applicable form of service agreement; and

WHEREAS, Seller has determined that the Service Agreement contains terms that deviate from the form of service agreement for use under Rate Schedule FT, and Seller and Buyer now wish to amend the Service Agreement to conform its terms to the applicable form of service agreement for use under Rate Schedule FT; and

WHEREAS, Seller has also determined that Exhibit C to the Service Agreement does not include all of the terms applicable to the negotiated rate set forth therein, and Seller and Buyer now wish to amend Exhibit C to the Service Agreement to include those terms.

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

- Section 1 of Article V of the Service Agreement is hereby deleted in its entirety and replaced by the following:
 - 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.
- Exhibit C of the Service Agreement is hereby deleted in its entirety and replaced by Exhibit C attached hereto.
- 3. This Amendment shall be effective as of the date first above written.
- 4. This Amendment is subject to Seller's receipt of all necessary approval(s) from the Federal Energy Regulatory Commission.
- Except as herein amended, the Service Agreement shall remain in full force and effect pursuant to the terms thereof.

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

TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC ("SELLER")

Paul F. Egner, III

Director, Customer Services

SOUTHERN COMPANY SERVICES, INC., AS AGENT FOR GEORGIA POWER COMPANY, ALABAMA POWER COMPANY, MISSISSIPPI POWER COMPANY, GULF POWER COMPANY AND SOUTHERN POWER COMPANY ("BUYER")

Title Vice President

12/2

AMK

EXHIBIT C

Specification of Negotiated Rate and Term

During the fifteen (15) year primary term of this Service Agreement, Buyer shall pay a negotiated daily reservation rate of \$0.20000 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.

Seller agrees not to file or cause to be filed with the FERC under Section 4 of the NGA to seek to modify the negotiated rate set forth above. Buyer agrees not to file or cause to be filed with the FERC any action, claim, complaint, or other pleading under Section 5 of the NGA, or support or participate in any such proceeding initiated by any other party, requesting a change to or in any way opposing the negotiated rate set forth above. If despite the foregoing, the negotiated rate is subsequently increased during the primary term of this Service Agreement by more than 25% as a result of an order of industry-wide applicability, Seller and Buyer agree to negotiate in good faith a mutually agreeable alternative negotiated rate.

THIS AMENDMENT ("Amendment") is entered into this day of COVACY. 2010 by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller", first party, and SOUTHERN COMPANY SERVICES, INC., as "Agent," for GEORGIA POWER COMPANY, ALABAMA POWER COMPANY, MISSISSIPPI POWER COMPANY, GULF POWER COMPANY, AND SOUTHERN POWER COMPANY ("Principals"), hereinafter individually and collectively referred to as "Buyer," second party, which Principals meet the requirements set forth in Section 8.3 of Rate Schedule FT which is incorporated herein by reference.

WITNESSETH

WHEREAS, Seller and Buyer entered into that certain Service Agreement dated May 4, 2001, under Seller's Rate Schedule FT pursuant to which Seller provides firm transportation service for Buyer with a Transportation Contract Quantity of 140,000 dt per day (Seller's Contract # 1042060, hereinafter referred to as "the Service Agreement"); and

WHEREAS, Seller has reviewed its service agreements for deviations from the applicable form of service agreement; and

WHEREAS, Seller has determined that Exhibit C to the Service Agreement does not include all of the terms applicable to the negotiated rate set forth therein, and Seller and Buyer now wish to amend Exhibit C to the Service Agreement to include those terms.

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

- Exhibit C of the Service Agreement is hereby deleted in its entirety and replaced by Exhibit C attached hereto.
- 2. This Amendment shall be effective as of the date first above written.
- This Amendment is subject to Seller's receipt of the necessary approval(s) from the Federal Energy Regulatory Commission.
- Except as herein amended, the Service Agreement shall remain in full force and effect pursuant to the terms thereof.

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

TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC ("SELLER")

Paul F. Egner, III

Director, Customer Services

SOUTHERN COMPANY SERVICES, INC., AS AGENT FOR GEORGIA POWER COMPANY, ALABAMA POWER COMPANY, MISSISSIPPI POWER COMPANY, GULF POWER COMPANY AND SOUTHERN POWER COMPANY ("BUYER")

Name DL Wallace

Title 1/12 fresident

EXHIBIT C

Specification of Negotiated Rate and Term

During the fifteen (15) year primary term of this Service Agreement, Buyer shall pay a negotiated daily reservation rate of \$0.23000 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.

Seller agrees not to file or cause to be filed with the FERC under Section 4 of the NGA to seek to modify the negotiated rate set forth above. Buyer agrees not to file or cause to be filed with the FERC any action, claim, complaint, or other pleading under Section 5 of the NGA, or support or participate in any such proceeding initiated by any other party, requesting a change to or in any way opposing the negotiated rate set forth above. If, despite the foregoing, the negotiated rate is subsequently increased during the primary term of this Service Agreement by more than 25% as a result of an order of industry-wide applicability, Seller and Buyer agree to negotiate in good faith a mutually agreeable alternative negotiated rate.

THIS AMENDMENT ("Amendment") is entered into this 1st day of Frankly, 2010 by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller", first party, and SYLACAUGA UTILITIES BOARD, hereinafter referred to as "Buyer", second party.

WITNESSETH

WHEREAS, Seller and Buyer entered into that certain Service Agreement dated May 23, 2000 under Seller's Rate Schedule FT pursuant to which Seller provides firm transportation service for Buyer with a Transportation Contract Quantity of 4,000 dt per day (Seller's Contract # 1037188, hereinafter referred to as "the Service Agreement"); and

WHEREAS, Seller has reviewed its service agreements for deviations from the applicable form of service agreement; and

WHEREAS, Seller has determined that the Service Agreement contains terms that deviate from the form of service agreement for use under Rate Schedule FT, and Seller and Buyer now wish to amend the Service Agreement to conform its terms to the applicable form of service agreement for use under Rate Schedule FT; and

WHEREAS, Seller has also determined that Exhibit C to the Service Agreement does not include all of the terms applicable to the negotiated rate set forth therein, and Seller and Buyer now wish to amend Exhibit C to the Service Agreement to include those terms.

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

- Section 1 of Article V of the Service Agreement is hereby deleted in its entirety and replaced by the following:
 - 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.
- Exhibit C of the Service Agreement is hereby deleted in its entirety and replaced by Exhibit C attached hereto.
- This Amendment shall be effective as of the date first above written.
- 4. This Amendment is subject to Seller's receipt of the necessary approval(s) from the Federal Energy Regulatory Commission.
- Except as herein amended, the Service Agreement shall remain in full force and effect pursuant to the terms thereof.

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

TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC ("SELLER")

OTATA MANAGES

Paul F. Egner, III

Director, Customer Services

SYLAUCAGA UTILITIES BOARD ("BUYER")

Name Mike

Title General Manager

EXHIBIT C

Specification of Negotiated Rate and Term

During the fifteen (15) year primary term of this Service Agreement, Buyer shall pay a negotiated daily reservation rate of \$0.20000 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.

THIS AMENDMENT ("Amendment") is entered into this ST day of CLONGRY, 2010 by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liabylity company, hereinafter referred to as "Seller", first party, and SYLACAUGA UTILITIES BOARD, hereinafter referred to as "Buyer", second party.

WITNESSETH

WHEREAS, Seller and Buyer entered into that certain Service Agreement dated March 22, 2002 under Seller's Rate Schedule FT pursuant to which Seller provides firm transportation service for Buyer with a Transportation Contract Quantity of 6,000 dt per day (Seller's Contract # 9002616, hereinafter referred to as "the Service Agreement"); and

WHEREAS, Seller has reviewed its service agreements for deviations from the applicable form of service agreement; and

WHEREAS, Seller has determined that the Service Agreement contains terms that deviate from the form of service agreement for use under Rate Schedule FT, and Seller and Buyer now wish to amend the Service Agreement to conform its terms to the applicable form of service agreement for use under Rate Schedule FT; and

WHEREAS, Seller also has determined that Exhibit C to the Service Agreement does not include all of the terms applicable to the negotiated rate set forth therein, and Seller and Buyer now wish to amend Exhibit C to the Service Agreement to include those terms.

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

- Section 2 of Article I of the Service Agreement is hereby deleted in its entirety and replaced by the following:
 - 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.
- Exhibit C of the Service Agreement is hereby deleted in its entirety and replaced by Exhibit C attached hereto.
- 3. This Amendment shall be effective as of the date first above written.
- This Amendment is subject to Seller's receipt of the necessary approval(s) from the Federal Energy Regulatory Commission.
- Except as herein amended, the Service Agreement shall remain in full force and effect pursuant to the terms thereof.

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

TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC ("SELLER")

Paul F. Egner, III

Director, Customer Services

SYLACAUGA UTILITIES BOARD ("BUYER")

Name

Title OPASTA ///GNOGEN

EXHIBIT C

Specification of Negotiated Rate and Term

During the fifteen (15) year primary term of this Service Agreement, Buyer shall pay a negotiated daily reservation rate of \$0.24000 (negotiated monthly reservation rate of \$7.300) per dt plus the electric power unit rate, all applicable surcharges (except GRI surcharge) and fuel applicable from time to time to Momentum service under Rate Schedule FT.