

PART V - FORMS OF SERVICE AGREEMENT

PART V – FORMS OF SERVICE AGREEMENT

**SECTION 1
OPEN ACCESS FIRM TRANSPORTATION SERVICE**

**FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule FT)**

THIS AGREEMENT entered into this _____ day of _____, _____ (year), by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller," first party, and _____, hereinafter referred to as "Buyer," second party,

[or, when applicable, THIS AGREEMENT entered into this _____ day of _____, _____ (year), by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller," first party, and _____, as "Agent," for _____ ("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,

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
GAS TRANSPORTATION SERVICE

1. Subject to the terms and provisions of this agreement and of Seller's Rate Schedule FT, Buyer agrees to deliver or cause to be delivered to Seller gas for transportation and Seller agrees to receive, transport and redeliver natural gas to Buyer or for the account of Buyer, on a firm basis, up to a Transportation Contract Quantity ("TCQ") of _____ 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 _____, _____ (year)
[or, WHEN APPLICABLE, "This agreement shall be effective as of the later of _____,
_____(year) or the date that all of Seller's _____ (insert project name) facilities
necessary to provide firm transportation service to Buyer have been constructed and are ready for
service as determined in Seller's sole opinion"]

[or, WHEN APPLICABLE, "This agreement shall be effective as of the date that all of Seller's
_____ (insert project name) facilities necessary to provide firm transportation
service to Buyer have been constructed and are ready for service as determined in Seller's sole opinion"]
and shall remain in force and effect until 9:00 a.m. Central Clock Time _____, _____ (year)
[or, WHEN APPLICABLE, "and shall remain in force and effect for a primary term of _____"] and
thereafter until terminated by Seller or Buyer upon at least _____ 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 creditworthiness, 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. [OPTION TO DELETE IF NOT APPLICABLE: As set forth in Section 8 of Article II of Seller's August 7,
1989 revised Stipulation and Agreement in Docket Nos. RP88-68 et.al., (a) pregranted abandonment
under Section 284.221(d) of the Commission's regulations shall not apply to any long term conversions
from firm sales service to transportation service under Seller's Rate Schedule FT and (b) Seller shall not
exercise its right to terminate this service agreement as it applies to transportation service resulting
from conversions from firm sales service so long as Buyer is willing to pay rates no less favorable than
Seller is otherwise able to collect from third parties for such service.]

ARTICLE V RATE SCHEDULE AND PRICE

1. Buyer shall pay Seller for natural gas delivered to Buyer hereunder in accordance with Seller's Rate Schedule FT and the applicable provisions of the General Terms and Conditions of Seller's

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

[WHEN APPLICABLE: The credit support provisions set forth in that certain [*insert description of precedent* agreement(s)] dated _____ (including any amendments thereto) related to this agreement are hereby incorporated herein by reference and made a part of this 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 Statement of Rates and Fuel in Part II, Section 12.1 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 [insert effective date of cancellation or description of effective date of cancellation] the following contract(s):

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 _____, 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 or sent by electronic mail to the other party at the following address:

(a) If to Seller:
Transcontinental Gas Pipe Line Company, LLC
P. O. Box 1396
Houston, Texas 77251, or
Email:
Attention:

(b) If to Buyer:

Such addresses may be changed from time to time by sending appropriate notice thereof to the other party.

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
COMPANY, LLC
(Seller)

By _____

Print Name _____

Title _____

(Buyer)

By _____

Print Name _____

Title _____

Exhibit A

Point(s) of Receipt

[OPTIONAL IF AGREED TO:
Maximum Daily Capacity Entitlement
at each Receipt Point (DT/day)*]

- * These quantities do not include the additional quantities of gas retained by Seller for applicable compressor fuel and line loss make-up provided for in Article V, 2 of this service agreement, which are subject to change as provided for in Article V, 2 hereof.

Exhibit B

<u>Point(s) of Delivery</u>	Maximum Daily Capacity Entitlement at each <u>Delivery Point (Dt/Day)</u>	<u>Pressure</u>
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Exhibit C

Specification of Negotiated Rate and Term

[OPTIONAL IF AGREED TO: 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.]

[OPTIONAL IF AGREED TO: 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.]

**FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule FT-G)**

THIS AGREEMENT entered into this _____ day of _____, _____ (year), by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller," first party, and _____, hereinafter referred to as "Buyer," second party,

WITNESSETH

WHEREAS,

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
GAS TRANSPORTATION SERVICE

1. Subject to the terms and provisions of this agreement and of Seller's Rate Schedule FT-G, 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 _____ dt per day.

2. Transportation service rendered hereunder shall not be subject to curtailment or interruption except as provided in Section 11 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 _____, _____ (year) and shall remain in force and effect until 9:00 a.m. Central Clock Time _____, _____ (year) and thereafter until terminated by Seller or Buyer upon at least _____ 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-G 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-G 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 of Section 53 of the General Terms and Conditions and specified term for service hereunder, provisions governing such negotiated rate (including surcharges) and term shall be set forth on Exhibit C to the service agreement.

2. Seller and Buyer agree that the quantity of gas that Buyer delivers or causes to be delivered to Seller shall include the quantity of gas retained by Seller for applicable compressor fuel, line loss make-up (and injection fuel under Seller's Rate Schedule GSS, if applicable) in providing the transportation service hereunder, which quantity may be changed from time to time and which will be specified in the currently effective Statement of Rates and Fuel in Part II, Section 12.1 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-G, 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-G, 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 [insert effective date of cancellation or description of effective date of cancellation] the following contract(s):

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 or sent by electronic mail to the other party at the following address:

(a) If to Seller:
Transcontinental Gas Pipe Line Company, LLC
P. O. Box 1396
Houston, Texas 77251, or
Email:
Attention:

(b) If to Buyer:

Such addresses may be changed from time to time by sending appropriate notice thereof to the other party.

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
COMPANY, LLC
(Seller)

By _____

Print Name _____

Title _____

(Buyer)

By _____

Print Name _____

Title _____

Exhibit A

Point(s) of Receipt

Exhibit B

Points(s) of Delivery

Pressure

Exhibit C

Specification of Negotiated Rate and Term

**FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule FTN)**

THIS AGREEMENT entered into this _____ day of _____, _____ (year), by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller," first party, and _____, hereinafter referred to as "Buyer," second party,

WITNESSETH

WHEREAS,

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
GAS TRANSPORTATION SERVICE

1. Subject to the terms and provisions of this agreement and of Seller's Rate Schedule FTN, 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 _____ dt per day.

2. Transportation service rendered hereunder shall not be subject to curtailment or interruption except as provided in Section 11 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 _____, _____ (year) and shall remain in force and effect until 9:00 a.m. Central Clock Time _____, _____ (year) and thereafter until terminated by Seller or Buyer upon at least _____ 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.

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 FTN 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 of Section 53 of the General Terms and Conditions and specified term for service hereunder, provisions governing such negotiated rate (including surcharges) and term shall be set forth on Exhibit C to the service agreement.

2. Seller and Buyer agree that the quantity of gas that Buyer delivers or causes to be delivered to Seller shall include the quantity of gas retained by Seller for applicable compressor fuel, line loss make-up (and injection fuel under Seller's Rate Schedule GSS, if applicable) in providing the transportation service hereunder, which quantity may be changed from time to time and which will be specified in the currently effective Statement of Rates and Fuel in Part II, Section 12.1 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 notice service pursuant to Section 3 of Seller's Rate Schedule FTN, 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 FTN, 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 [insert effective date of cancellation or description of effective date of cancellation] the following contract(s):

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 or sent by electronic mail to the other party at the following address:

- (a) If to Seller:
Transcontinental Gas Pipe Line Company, LLC
P. O. Box 1396
Houston, Texas 77251, or
Email:
Attention:

- (b) If to Buyer:

Such addresses may be changed from time to time by sending appropriate notice thereof to the other party.

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
COMPANY, LLC
(Seller)

By _____

Print Name _____

Title _____

(Buyer)

By _____

Print Name _____

Title _____

Exhibit A

Point(s) of Receipt

Exhibit B

Points(s) of Delivery

Pressure

Exhibit C

Specification of Negotiated Rate and Term

**FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule FDLS)**

THIS AGREEMENT entered into this ____ day of _____, ____ (year), by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller," first party, and _____, hereinafter referred to as "Buyer," second party,

WITNESSETH

WHEREAS,

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
GAS TRANSPORTATION SERVICE

1. Subject to the terms and provisions of this agreement and of Seller's Rate Schedule FDLS, 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 _____ dt per day, subject to a Maximum Hourly Quantity ("MHQ") of _____ dt per hour.

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 Volume No. 1 Tariff.

ARTICLE II
POINT(S) OF RECEIPT

The point(s) of receipt for natural gas received for transportation pursuant to this agreement shall be:

ARTICLE III
POINT(S) OF DELIVERY AND MINIMUM PRESSURE

Seller shall redeliver to Buyer or for the account of Buyer the gas transported hereunder at the following point(s) of delivery at delivery point(s) located within Buyer's primary path pursuant to Section 4.5 of Rate Schedule FDLS and at secondary delivery points pursuant to Section 2.6 of Rate Schedule FDLS at an hourly rate no greater than the MHQ specified above in Article I:

Point(s) of Delivery

Minimum Pressure

Seller's obligation to redeliver gas to Buyer or for the account of Buyer at the minimum pressure specified at the point(s) of delivery, at delivery point(s) located within Buyer's primary path and at secondary delivery points is subject to (1) Buyer taking delivery of such gas at an hourly gas flow rate not in excess of Buyer's MHQ, and (2) such gas being scheduled by or for the account of Buyer to the point(s) of receipt specified in this agreement on Seller's mainline under a Rate Schedule FT service agreement for which such point(s) of receipt is a traditional Rate Schedule FT delivery point or a non-traditional delivery point as defined in Section 4.5 of Seller's Rate Schedule FT.

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective as of _____, ____ (year)
[or, WHEN APPLICABLE, "This agreement shall be effective as of the later of _____, ____ (year) or the date that all of Seller's _____ (insert project name) facilities necessary to provide firm delivery lateral service to Buyer have been constructed and are ready for service as determined in Seller's sole opinion"]
[or, WHEN APPLICABLE, "This agreement shall be effective as of the date that all of Seller's _____ (insert project name) facilities necessary to provide firm delivery lateral service have been constructed and are ready for service as determined in Seller's sole opinion]
and shall remain in force and effect until 9:00 a.m. Central Clock Time _____, ____ (year)
[or, WHEN APPLICABLE, "shall remain in force and effect for a primary term of _____"] and thereafter until terminated by Seller or Buyer upon at least _____ 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.

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 FDLS and the applicable provisions of the General Terms and Conditions of Seller's Volume No. 1 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 pursuant to the provisions in Section 53 of the General Terms and Conditions, to a negotiated rate and specified term for service hereunder, provisions governing such negotiated rate (including surcharges) and term shall be set forth on Exhibit A to the service agreement.

[WHEN APPLICABLE: The credit support provisions set forth in that certain *[insert description of precedent agreement(s)]* dated _____ (including any amendments thereto) related to this agreement are hereby incorporated herein by reference and made a part of this 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 and line loss make-up in providing the transportation service hereunder, which quantity may be changed from time to time and which will be specified in the currently effective Statement of Rates and Fuel in Part II, Section 12.2 of this tariff which relates to service under this agreement and which is incorporated herein.

3. In addition to the applicable charges for firm delivery lateral service pursuant to Section 3 of Seller's Rate Schedule FDLS, 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 FDLS, 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 *[insert effective date of cancellation or description of effective date of cancellation]* the following contract(s) between the parties hereto:

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 _____, 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 or sent by electronic mail to the other party at the following address:

- (a) If to Seller:
Transcontinental Gas Pipe Line Company, LLC
P. O. Box 1396
Houston, Texas 77251, or
Email:
Attention:

(b) If to Buyer:

Such addresses may be changed from time to time by sending appropriate notice thereof to the other party.

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
COMPANY, LLC
(Seller)

By _____

Print Name _____

Title _____

(Buyer)

By _____

Print Name _____

Title _____

Exhibit A

Specification of Negotiated Rate and Term

**FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule FTP)**

THIS AGREEMENT entered into this _____ day of _____, _____ (year), by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller," first party, and _____, hereinafter referred to as "Buyer," second party,

WITNESSETH

WHEREAS,

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
GAS TRANSPORTATION SERVICE

1. Subject to the terms and provisions of this agreement and of Seller's Rate Schedule FTP, 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 the Transportation Contract Quantity ("TCQ") per day set forth on Exhibit B attached hereto. The maximum daily receipt obligation ("MDRO") at each receipt point and the Maximum Daily Capacity Entitlement at each delivery point are set forth on Exhibit B.

2. Seller shall have no obligation to accept any gas for transportation under this agreement other than gas produced from Buyer's Leasehold Interests in the Committed Properties identified on Exhibit A attached hereto.

3. The TCQ is stated as a delivered quantity which is net of quantities retained pursuant to Article V, paragraph 2 of this service agreement.

4. 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 B, 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:

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

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective as of _____, _____ (year) and shall remain in force and effect for the life of each of the Committed Properties set forth on Exhibit A; 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 creditworthiness, 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. Notwithstanding the foregoing, if (i) Buyer's upstream gas gathering agreement for the delivery of Buyer's gas from the Committed Properties at the point(s) of receipt under this agreement is terminated pursuant to and in accordance with the terms of the upstream gas gathering agreement, and (ii) Buyer's gas from the Committed Properties cannot otherwise be delivered to Seller's pipeline system through then-existing infrastructure, then Buyer, upon written request to Seller, may terminate this agreement on not less than ten (10) days prior notice.

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

2. Seller and Buyer agree that the quantity of gas that Buyer delivers or causes to be delivered to Seller hereunder shall include gas retained by Seller for applicable compressor fuel and line loss make-up in providing the transportation service hereunder, which quantity may be changed from time to time and which will be specified in the currently effective Statement of Rates and Fuel in Part II, Section 12.1 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 FTP, 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 FTP, 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 [insert effective date of cancellation or description of effective date of cancellation] the following contract(s):

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 _____, 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 or sent by electronic mail to the other party at the following address:

(a) If to Seller:
Transcontinental Gas Pipe Line Company, LLC
P. O. Box 1396
Houston, Texas 77251, or
Email:
Attention: Customer Services

(b) If to Buyer:

Such addresses may be changed from time to time by sending appropriate notice thereof to the other party.

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
COMPANY, LLC
(Seller)

By _____

Print Name _____

Title _____

(Buyer)

By _____

Print Name _____

Title _____

Exhibit A

Firm Transportation Service – Production Area
Under Rate Schedule FTP
Between
TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC

And _____

Contract No. _____

BUYER'S COMMITTED PROPERTIES

Outer Continental Shelf Blocks

Leasehold Interests

Exhibit B

Transportation Agreement
For
Firm Transportation Service – Production Area
Under Rate Schedule FTP
Between
TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC

And _____

Contract No. _____

Effective Date: _____

Supersedes Exhibit B dated: _____

(Buyer)

By _____

Print Name _____

Title _____

Executed: _____

TRANSCONTINENTAL GAS PIPE LINE
COMPANY, LLC
(Seller)

By _____

Print Name _____

Title _____

Executed: _____

Exhibit B

Transportation Agreement
 For
 Firm Transportation Service – Production Area
 Under Rate Schedule FTP
 Between
 TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC

And _____

Contract No. _____

<u>Points of Receipt</u>	Location ID	Maximum Daily Receipt Obligation (MDRO) (Dt/Day)**	MDRO Effective From Through
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<u>Points of Delivery</u>	Location ID	Maximum Daily Capacity Entitlement (MDCE) (Dt/Day)	MDCE Effective From Through
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<u>TCQ</u>	(Dt/Day)	TCQ Effective From Through
-------------------	----------	----------------------------------

** These quantities do not include the additional quantities of gas retained by Seller for applicable compressor fuel and line loss make-up provided for in Article V, 2 of this service agreement, which are subject to change as provided for in Article V, 2 hereof.

Exhibit C

Specification of Negotiated Rate and Term

[OPTIONAL IF AGREED TO: 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.]

[OPTIONAL IF AGREED TO: 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.]

PART V – FORMS OF SERVICE AGREEMENT

SECTION 2

OPEN ACCESS INTERRUPTIBLE TRANSPORTATION SERVICE

**FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule IT)**

THIS AGREEMENT entered into this _____ day of _____, _____ (year), by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller," first party, and _____, hereinafter referred to as "Buyer," second party,

[or, when applicable, "THIS AGREEMENT entered into this _____ day of _____, _____ (year), by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller," first party, and _____ as "Agent," for _____ ("Principals"), hereinafter individually and collectively referred to as "Buyer," second party, which Principals meet the requirements set forth in Section 7.3 of Rate Schedule IT which is incorporated herein by reference."]

WITNESSETH

Seller and Buyer agree as follows:

ARTICLE I
GAS TRANSPORTATION SERVICE

1. Subject to the terms and provisions of this agreement and of Seller's Rate Schedule IT, 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 an interruptible basis. In no event shall Seller be obligated to receive at any point(s) of receipt a quantity of gas in excess of the daily quantity scheduled for delivery to Seller. Nor shall Buyer tender at any one or all point(s) of receipt a cumulative quantity of natural gas in excess of such daily quantity without the prior consent of Seller.

2. Transportation service rendered hereunder shall be subject to curtailment or interruption when in Seller's judgment such curtailment or interruption is necessary due to operating conditions or insufficient pipeline capacity available on Seller's system, or is otherwise necessary to protect authorized firm services. In the event Seller is unable to receive or deliver the total quantity of natural gas requested to be transported for all Buyers of service under Rate Schedule IT, then Seller shall allocate available capacity among such Buyers in accordance with Section 6 of Seller's Rate Schedule IT and Section 59 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, that such pressure of the gas delivered or caused to be delivered by Buyer shall not exceed the maximum allowable operating pressure specified below.

In the event the maximum operating pressure 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 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. The point(s) of receipt for natural gas received for transportation pursuant to this agreement shall include all available points of receipt on Seller's System as posted by electronic means on 1Line.

ARTICLE III
POINT(S) OF DELIVERY AND PRESSURE(S)

Seller shall redeliver to Buyer or for the account of Buyer the gas transported hereunder at any available point(s) of delivery as posted by electronic means on 1Line.

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective as of _____, _____ (year) and shall remain in force and effect through _____, _____ (year) and thereafter until terminated by Seller or Buyer upon at least thirty (30) days' written notice to the other specifying a termination date; 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 sole 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.

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 IT 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 of 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 A 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 and line loss make-up in providing the transportation service hereunder, which quantity may be changed from time to time and will be specified on the currently effective Statement of Rates and Fuel in Part II, Section 12.1 of this tariff which relate to service under this agreement and which are incorporated herein.

3. Buyer shall reimburse Seller for any and all filing fees incurred as a result of Buyer's request for service under this rate schedule, 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 [insert effective date of cancellation or description of effective date of cancellation] the following contract(s):

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 or sent by electronic mail to the other party at the following address:

(a) If to Seller:

Transcontinental Gas Pipe Line Company, LLC
P. O. Box 1396
Houston, Texas 77251, or
Email:
Attention:

(b) If to Buyer:

Such addresses may be changed from time to time by sending appropriate notice thereof to the other party.

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
COMPANY, LLC
(Seller)

By _____

Print Name _____

Title _____

(Buyer)

By _____

Print Name _____

Title _____

Exhibit A

Specification of Negotiated Rate and Term

**FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule IDLS)**

THIS AGREEMENT entered into this _____ day of _____, _____(year), by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller," first party, and _____, hereinafter referred to as "Buyer," second party,

WITNESSETH

WHEREAS,

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
GAS TRANSPORTATION SERVICE

1. Subject to the terms and provisions of this agreement and of Seller's Rate Schedule IDLS, 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 an interruptible basis. In no event shall Seller be obligated to receive at any point(s) of receipt a quantity of gas in excess of the daily quantity scheduled for delivery to Seller. Nor shall Buyer tender at any one or all point(s) of receipt a cumulative quantity of natural gas in excess of such daily quantity without the prior consent of Seller.

2. Transportation service rendered hereunder shall be subject to curtailment or interruption when in Seller's judgment such curtailment or interruption is necessary due to operating conditions or insufficient pipeline capacity available on Seller's system, or is otherwise necessary to protect authorized firm services. In the event Seller is unable to receive or deliver the total quantity of natural gas requested to be transported for all Buyers of service under Rate Schedule IDLS, then Seller shall allocate available capacity among such Buyers in accordance with Section 6 of Seller's Rate Schedule IDLS and Section 59 of the General Terms and Conditions of Seller's Volume No. 1 Tariff.

ARTICLE II
POINT(S) OF RECEIPT

The point(s) of receipt for natural gas received for transportation pursuant to this agreement shall be:

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:

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective as of _____, _____ (year) and shall remain in force and effect through _____, _____ (year) and thereafter until terminated by Seller or Buyer upon at least thirty (30) days written notice to the other specifying a termination date; 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 sole 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.

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 IDLS and the applicable provisions of the General Terms and Conditions of Seller's Volume No. 1 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 pursuant to the provisions of Section 53 of the General Terms and Conditions, to a negotiated rate and specified term for service hereunder, provisions governing such negotiated rate (including surcharges) and term shall be set forth on Exhibit A 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 and line loss make-up in providing the transportation service hereunder, which quantity may be changed from time to time and will be specified on the currently effective Statement of Rates and Fuel in Part II, Section 12.2 of this tariff which relates to service under this agreement and which is incorporated herein.

3. Buyer shall reimburse Seller for any and all filing fees incurred as a result of Buyer's request for service under this rate schedule, 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 [insert effective date of cancellation or description of effective date of cancellation] the following contract(s) between the parties hereto:

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 _____, 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 or sent by electronic mail to the other party at the following address:

(a) If to Seller:
Transcontinental Gas Pipe Line Company, LLC
P. O. Box 1396
Houston, Texas 77251, or
Email:
Attention:

(b) If to Buyer:

Such addresses may be changed from time to time by sending appropriate notice thereof to the other party.

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
COMPANY, LLC

(Seller)

By _____

Print Name _____

Title _____

(Buyer)

By _____

Print Name _____

Title _____

Exhibit A

Specification of Negotiated Rate and Term

PART V – FORMS OF SERVICE AGREEMENT

**SECTION 3
OPEN ACCESS FIRM STORAGE SERVICE**

**FORM OF SERVICE AGREEMENT
(For Use Under Seller's WSS-Open Access Rate Schedule)**

THIS AGREEMENT entered into this _____ day of _____, _____, by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller", first party, and _____, hereinafter referred to as "Buyer", second party,

WITNESSETH:

WHEREAS, Seller has made available to Buyer storage capacity from its Washington Storage Field under Part 284 of the Commission's regulations; and Buyer desires to purchase and Seller desires to sell natural gas storage service under Seller's Rate Schedule WSS-Open Access as set forth herein;

WHEREAS,

NOW, THEREFORE, Seller and Buyer agree as follows:

**ARTICLE I
SERVICE TO BE RENDERED**

Subject to the terms and provisions of this agreement and of Seller's Rate Schedule WSS-Open Access, Seller agrees to inject into storage for Buyer's account, store and withdraw from storage, quantities of natural gas as follows:

To withdraw from storage up to a maximum quantity on any day of _____ dt, which quantity shall be Buyer's Storage Demand Quantity, or such greater daily quantity, as applicable from time to time, pursuant to the terms and conditions of Seller's Rate Schedule WSS-Open Access.

To receive and store up to a total quantity at any one time of _____ dt, which quantity shall be Buyer's Storage Capacity Quantity.

**ARTICLE II
POINT(S) OF RECEIPT AND DELIVERY**

The Point of Receipt for injection of natural gas delivered to Seller by Buyer and the Point of Delivery for withdrawal of natural gas delivered by Seller to Buyer under this agreement shall be Seller's Washington Storage Field located at Seller's Station 54 in St. Landry Parish, Louisiana. Gas delivered or received in Seller's pipeline system shall be at the prevailing pressure not to exceed the maximum allowable operating pressure.

ARTICLE III
TERM OF AGREEMENT

This agreement shall be effective as of _____, _____ (year) [or, when applicable, "This agreement shall be effective as of the later of _____, _____ (year) or the date that all of Seller's _____ (insert project name) facilities necessary to provide firm storage service to Buyer have been constructed and are ready for service as determined in Seller's sole opinion"] and shall remain in force and effect until 9:00 a.m. Central Clock Time _____, _____ (year) [or, when applicable, "shall remain in force and effect for a primary term of _____"] and thereafter [or, when applicable, "and year to year thereafter"] until terminated by Seller or Buyer upon at least _____ written notice.

ARTICLE IV
RATE SCHEDULE AND PRICE

Buyer shall pay Seller for natural gas service rendered hereunder in accordance with Seller's Rate Schedule WSS-Open Access, 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 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 of 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 A to the service agreement.

ARTICLE V
MISCELLANEOUS

1. The subject headings of the Articles of this agreement are inserted for the purpose of convenient reference and are not intended to be a part of this agreement nor to be considered in any interpretation of the same.

2. This agreement supersedes and cancels as of [insert effective date of cancellation or description of effective date of cancellation] the following contracts:

3. 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.

4. This agreement shall be interpreted, performed and enforced in accordance with the laws of the State of _____

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

6. Notices to either party shall be in writing and shall be considered as duly delivered when mailed or sent by electronic mail to the other party at the following address:

(a) If to Seller:

Transcontinental Gas Pipe Line Company, LLC
P. O. Box 1396
Houston, Texas 77251, or
Email:
Attention:

(b) If to Buyer:

Such addresses may be changed from time to time by sending appropriate notice thereof to the other party.

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
COMPANY, LLC
(Seller)

By _____

Print Name _____

Title _____

(Buyer)

By _____

Print Name _____

Title _____

Exhibit A

Specification of Negotiated Rate and Term

[OPTIONAL IF AGREED TO: 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.]

[OPTIONAL IF AGREED TO: 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.]

Reserved For Future Use

**FORM OF SERVICE AGREEMENT
(For Use Under Seller's ESS Rate Schedule)**

THIS AGREEMENT entered into this ____ day of _____, ____ (year), by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller", first party, and _____, hereinafter referred to as "Buyer", second party.

WITNESSETH

WHEREAS, Seller has made available to Buyer storage capacity from its Eminence Storage Field under Part 284 of the Commission's regulations; and Buyer desires to purchase and Seller desires to sell natural gas storage service under Seller's Rate Schedule ESS as set forth herein;

WHEREAS,

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
SERVICE TO BE RENDERED

Subject to the terms and provisions of this agreement and of Seller's Rate Schedule ESS, Seller agrees to inject into storage for Buyer's account, store and withdraw from storage, quantities of natural gas as follows:

To withdraw from storage up to a maximum quantity on any day of _____ dt, which quantity shall be Buyer's Storage Demand Quantity, or such greater daily quantity, as applicable from time to time, pursuant to the terms and conditions of Seller's Rate Schedule ESS.

To inject into storage a maximum quantity on any day of ____ dt, which quantity shall be Buyer's Storage Injection Quantity, or such greater daily quantity, as applicable from time to time, pursuant to the terms and conditions of Seller's Rate Schedule ESS.

To receive and store up to a total quantity at any one time of _____ dt, which quantity shall be Buyer's Storage Capacity Quantity.

ARTICLE II
POINT(S) OF RECEIPT AND DELIVERY

The Point of Receipt for injection of natural gas delivered to Seller by Buyer and the Point of Delivery for withdrawal of natural gas delivered by Seller to Buyer under this agreement shall be at the

point of interconnection of Seller's pipeline facilities and its Eminence Storage Field located in Covington County, Mississippi. Such gas shall be delivered or received at the prevailing pressure in Seller's pipeline system not to exceed the maximum allowable operating pressure.

ARTICLE III
TERM OF AGREEMENT

This agreement shall be effective as of _____, ____ (year) [or, when applicable, "This agreement shall be effective as of the later of _____, ____ (year) or the date that all of Seller's _____ (insert project name) facilities necessary to provide firm storage service to Buyer have been constructed and are ready for service as determined in Seller's sole opinion"] and shall remain in force and effect until 9:00 a.m. Central Clock Time _____, ____ (year) [or, when applicable, "shall remain in force and effect for a primary term of ____"] and thereafter [or, when applicable, "and year to year thereafter"] until terminated by Seller or Buyer upon at least _____ written notice.

ARTICLE IV
RATE SCHEDULE AND PRICE

1. Buyer shall pay Seller for natural gas delivered to Buyer hereunder in accordance with Seller's Rate Schedule ESS 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 of 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 A to the service agreement.

[WHEN APPLICABLE: The credit support provisions set forth in that certain [*insert description of precedent agreement(s)*] dated _____ (including any amendments thereto) related to this agreement are hereby incorporated herein by reference and made a part of this agreement.]

ARTICLE V
MISCELLANEOUS

1. The subject headings of the Articles of this agreement are inserted for the purpose of convenient reference and are not intended to be part of this agreement nor to be considered in any interpretation of the same.

2. This agreement supersedes and cancels as of [insert effective date of cancellation or description of effective date of cancellation] the following contracts:

3. 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.

4. This agreement shall be interpreted, performed and enforced in accordance with the laws of the State of Texas.

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

6. Notices to either party shall be in writing and shall be considered as duly delivered when mailed or sent by electronic mail to the other party at the following address:

(a) If to Seller:

Transcontinental Gas Pipe Line Company, LLC
P. O. Box 1396
Houston, Texas 77251, or
Email:
Attention:

(b) If to Buyer:

Such addresses may be changed from time to time by sending appropriate notice thereof to the other party.

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
COMPANY, LLC
(Seller)

By _____

Print Name _____

Title _____

(Buyer)

By _____

Print Name _____

Title _____

Exhibit A

Specification of Negotiated Rate and Term

[OPTIONAL IF AGREED TO: 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.]

[OPTIONAL IF AGREED TO: 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.]

**FORM OF SERVICE AGREEMENT
(For Use Under Seller's EESWS Rate Schedule)**

THIS AGREEMENT entered into this _____ day of _____, _____, by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller", first party, and _____, hereinafter referred to as "Buyer", second party.

WITNESSETH

WHEREAS, Seller has made available to Buyer Emergency Eminence Storage Withdrawal Service from its Eminence Storage Field under Part 284 of the Commission's regulations; and Buyer desires to purchase and Seller desires to sell natural gas storage withdrawal service under Seller's Rate Schedule EESWS as set forth herein;

WHEREAS,

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
SERVICE TO BE RENDERED

Subject to the terms and provisions of this agreement and of Seller's Rate Schedule EESWS, Seller agrees as follows:

To withdraw from storage on any day _____ dt, which quantity shall be Buyer's Storage Demand Quantity, or such greater daily quantity, as applicable from time to time, pursuant to the terms and conditions of Seller's Rate Schedule EESWS.

To inject into storage on any day ___ dt, which quantity shall be Buyer's Storage Injection Quantity, or such greater daily quantity, as applicable from time to time, pursuant to the terms and conditions of Seller's Rate Schedule EESWS.

To receive and store up to a total quantity at any one time of _____ dt, which quantity shall be Buyer's Storage Capacity Quantity.

ARTICLE II
POINT(S) OF RECEIPT AND DELIVERY

The Point of Receipt for injection of natural gas delivered to Seller by Buyer and the Point of Delivery for withdrawal of natural gas delivered by Seller to Buyer under this agreement shall be at the

point of interconnection of Seller's pipeline facilities and its Eminence Storage Field located in Covington County, Mississippi. Such gas shall be delivered or received at the prevailing pressure in Seller's pipeline system not to exceed the maximum allowable operating pressure.

ARTICLE III
TERM OF AGREEMENT

This agreement shall be effective as of _____, _____ (year) and shall remain in force and effect until 9:00 a.m. Central Clock Time _____, _____ (year) and thereafter until terminated by Seller or Buyer upon at least _____ written notice.

ARTICLE IV
RATE SCHEDULE AND PRICE

1. Buyer shall pay Seller for service hereunder in accordance with Seller's Rate Schedule EESWS 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 of 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 A to the service agreement.

ARTICLE V
MISCELLANEOUS

1. The subject headings of the Articles of this agreement are inserted for the purpose of convenient reference and are not intended to be part of this agreement nor to be considered in any interpretation of the same.

2. This agreement supersedes and cancels as of [insert effective date of cancellation or description of effective date of cancellation] the following contracts:

3. 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.

4. This agreement shall be interpreted, performed and enforced in accordance with the laws of the State of Texas.

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

6. Notices to either party shall be in writing and shall be considered as duly delivered when mailed or sent by electronic mail to the other party at the following address:

(a) If to Seller:
Transcontinental Gas Pipe Line Company, LLC
P. O. Box 1396
Houston, Texas 77251, or
Email:
Attention: Director, Customer Services

(b) If to Buyer:

Such addresses may be changed from time to time by sending appropriate notice thereof to the other party.

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
COMPANY, LLC
(Seller)

By _____

Print Name _____

Title _____

(Buyer)

By _____

Print Name _____

Title _____

Exhibit A

Specification of Negotiated Rate and Term

**FORM OF SERVICE AGREEMENT
(For Use Under Seller's LNG Rate Schedule)**

THIS AGREEMENT entered into this _____ day of _____ by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as Seller, first party, and _____ hereinafter referred to as Buyer, second party,

WITNESSETH:

WHEREAS, Seller has made available to Buyer storage capacity from its liquefaction-storage plant upstream of Carlstadt, New Jersey under Part 284 of the Commission's regulations; and Buyer desires to purchase and Seller desires to sell natural gas storage service under Seller's Rate Schedule LNG as set forth herein;

WHEREAS,

NOW, THEREFORE, Seller and Buyer agree as follows:

**ARTICLE I
SERVICE TO BE RENDERED**

Subject to the terms and provisions of this agreement, and of Seller's Rate Schedule LNG, Seller agrees to liquefy natural gas, store such gas as liquefied natural gas ("LNG") and deliver to Buyer, quantities of LNG or natural gas as follows:

To withdraw from Buyer's liquid storage account and deliver for Buyer's account natural gas by pipeline or by transfer of LNG to a properly qualified vehicle (Truck) up to a maximum quantity in any day of _____ dt, which quantity shall be Buyer's Storage Demand.

To store in Buyer's liquid storage account up to a total quantity of _____ dt, which quantity shall be Buyer's Liquefaction Capacity Quantity.

**ARTICLE II
POINT(S) OF RECEIPT/DELIVERY**

The Primary Point(s) for receipt and/or delivery under this agreement shall be at or near:

ARTICLE III
DELIVERY PRESSURE

Seller shall deliver natural gas to Buyer at the Primary Point(s) of delivery at a pressure(s) of

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective as of _____, _____ and shall remain in force and effect for a period terminating _____, _____, and year to year thereafter, subject to termination by either party upon _____ written notice to the other party.

ARTICLE V
RATE SCHEDULE AND PRICE

Buyer shall pay Seller for natural gas service rendered hereunder in accordance with Seller's Rate Schedule LNG 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 amended or superseded from time to time at the initiative of either party. 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 and specified term for service hereunder, provisions governing such negotiated rate (including surcharges) and term shall be set forth on Exhibit A to the service agreement.

ARTICLE VI
MISCELLANEOUS

1. The subject headings of the Articles of this agreement are inserted for the purpose of convenient reference and are not intended to be a part of this agreement nor to be considered in the interpretation of the same.
2. This agreement supersedes and cancels as of [insert effective date of cancellation or description of effective date of cancellation] the following contracts:
3. 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.
4. This agreement shall be interpreted, performed and enforced in accordance with the laws of the State of _____.
5. This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Notices to either party shall be in writing and shall be considered as duly delivered when mailed or sent by electronic mail to the other party at the following address:

(a) If to Seller:

Transcontinental Gas Pipe Line Company, LLC
P. O. Box 1396
Houston, Texas 77251, or
Email:
Attention: Customer Service

(b) If to Buyer:

Such addresses may be changed from time to time by sending appropriate notice thereof to the other party.

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
COMPANY, LLC
(Seller)

By _____

Print Name _____

Title _____

(Buyer)

By _____

Print Name _____

Title _____

Exhibit A

Specification of Negotiated Rate and Term

PART V – FORMS OF SERVICE AGREEMENT

**SECTION 4
OPEN ACCESS INTERRUPTIBLE STORAGE SERVICE**

**FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule ISS)**

THIS AGREEMENT entered into this _____ day of _____, _____, by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller", first party, and _____, hereinafter referred to as "Buyer", second party.

WITNESSETH

WHEREAS, Seller has made available on an interruptible basis to Buyer storage capacity from its Eminence or Washington Storage Fields under Part 284 of the Commission's regulations; and Buyer desires to purchase and Seller desires to sell natural gas storage service on an interruptible basis under Seller's Rate Schedule ISS as set forth herein;

WHEREAS,

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
SERVICE TO BE RENDERED

Subject to the terms and provisions of this agreement and of Seller's Rate Schedule ISS, Seller agrees to inject into storage for Buyer's account, store and withdraw from storage, quantities of natural gas on an interruptible basis.

Interruptible Storage Service rendered hereunder shall be subject to curtailment or interruption when in Seller's judgment such curtailment or interruption is necessary due to operating conditions on Seller's system.

ARTICLE II
POINT(S) OF RECEIPT AND DELIVERY

The Point of Receipt for injection of natural gas delivered to Seller by Buyer and the Point of Delivery for withdrawal of natural gas delivered by Seller to Buyer under this agreement shall be at the point of interconnection of Seller's pipeline facilities and its Eminence or Washington Storage Fields located in Covington County, Mississippi and St. Landry Parish, Louisiana, respectively. Such gas shall be delivered or received at the prevailing pressure in Seller's pipeline system not to exceed the maximum allowable operating pressure.

ARTICLE III
TERM OF AGREEMENT

This agreement shall be effective as of _____ and shall remain in force and effect until _____, and thereafter until terminated by Seller or Buyer upon at least thirty (30) days' written notice to the other specifying a termination date; 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 sole 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.

ARTICLE IV
RATE SCHEDULE AND PRICE

Buyer shall pay Seller for natural gas service hereunder in accordance with Seller's Rate Schedule ISS 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.

ARTICLE V
MISCELLANEOUS

1. The subject headings of the Articles of this agreement are inserted for the purpose of convenient reference and are not intended to be a part of this agreement nor to be considered in any interpretation of the same.
2. This agreement supersedes and cancels as of [insert effective date of cancellation or description of effective date of cancellation] the following contracts:
3. 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.
4. This agreement shall be interpreted, performed and enforced in accordance with the laws of the State of Texas.
5. This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.
6. Notices to either party shall be in writing and shall be considered as duly delivered when mailed or sent by electronic mail to the other party at the following address:

(a) If to Seller:

Transcontinental Gas Pipe Line Company, LLC
P. O. Box 1396
Houston, Texas 77251, or
Email:
Attention:

(b) If to Buyer:

Such addresses may be changed from time to time by sending appropriate notice thereof to the other party.

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
COMPANY, LLC
(Seller)

By _____

Print Name _____

Title _____

(Buyer)

By _____

Print Name _____

Title _____

PART V – FORMS OF SERVICE AGREEMENT

**SECTION 5
RESERVED**

Reserved For Future Use

PART V – FORMS OF SERVICE AGREEMENT

**SECTION 6
FIRM 7(c) STORAGE SERVICE**

**FORM OF SERVICE AGREEMENT
(For Use Under Seller's GSS Rate Schedule)**

THIS AGREEMENT entered into this ____ day of _____, ____ (year), by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller", first party, and _____, hereinafter referred to as "Buyer", second party,

WITNESSETH:

WHEREAS,

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
SERVICE TO BE RENDERED

Subject to the terms and provisions of this agreement and of Seller's Rate Schedule GSS, Seller agrees to receive from Buyer for storage, inject into storage for Buyer's account, store, withdraw from storage (or cause to be injected into storage for Buyer's account, stored, and withdrawn from storage) and deliver to Buyer, quantities of natural gas as follows:

To withdraw from storage or cause to be withdrawn from storage, the gas stored for Buyer's account up to a maximum quantity in any day of ____ dt, which quantity shall be Buyer's Storage Demand.

To receive and store or cause to be stored up to a total quantity at any one time of ____ dt, which quantity shall be Buyer's Storage Capacity Quantity.

ARTICLE II
POINT OF DELIVERY

The Point or Points of Delivery for all natural gas delivered by Seller to Buyer under this agreement shall be at or near:

ARTICLE III
DELIVERY PRESSURE

Seller shall deliver natural gas to Buyer at the Point(s) of Delivery at a pressure(s) of:

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective _____ and shall remain in force and effect for a period _____

ARTICLE V
RATE SCHEDULE AND PRICE

Buyer shall pay Seller for natural gas service rendered hereunder in accordance with Seller's Rate Schedule GSS 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 amended or superseded from time to time at the initiative of either party. Such rate schedule and General Terms and Conditions are by this reference made a part hereof.

ARTICLE VI
MISCELLANEOUS

1. The subject headings of the Articles of this agreement are inserted for the purpose of convenient reference and are not intended to be a part of this agreement nor to be considered in any interpretation of the same.

2. This agreement supersedes and cancels as of [insert effective date of cancellation or description of effective date of cancellation] the following contracts:

3. No waiver by either party of anyone 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.

4. This agreement shall be interpreted, performed and enforced in accordance with the laws of the State of _____.

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

6. Notices to either party shall be in writing and shall be considered as duly delivered when mailed or sent by electronic mail to the other party at the following address:

(a) If to Seller:

Transcontinental Gas Pipe Line Company, LLC
P. O. Box 1396
Houston, Texas 77251, or
Email:

Attention:

(b) If to Buyer:

Such addresses may be changed from time to time by sending appropriate notice thereof to the other party.

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
COMPANY, LLC
(Seller)

By _____

Print Name _____

Title _____

(Buyer)

By _____

Print Name _____

Title _____

**FORM OF SERVICE AGREEMENT
(For Use Under Seller's LSS Rate Schedule)**

THIS AGREEMENT entered into this ____ day of _____, _____ (year), by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller", first party, and _____, hereinafter referred to as "Buyer", second party,

WITNESSETH:

WHEREAS,

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
SERVICE TO BE RENDERED

Subject to the terms and provisions of this agreement and of Seller's Rate Schedule LSS, Seller agrees to receive from Buyer for storage, inject into storage for Buyer's account, store, withdraw from storage (or cause to be injected into storage for Buyer's account, stored and withdrawn from storage) and deliver to Buyer, quantities of natural gas (less fuel allowance) as follows:

To withdraw from storage or cause to be withdrawn from storage, transport and deliver to Buyer at the delivery points set forth below, the gas stored for Buyer's account up to a maximum quantity in any day of ____ dt, which quantity shall be Buyer's Storage Demand.

To receive and store or cause to be stored up to a total quantity at any one time of ____ dt, which quantity shall be Buyer's Storage Capacity Quantity.

ARTICLE II
POINT OF DELIVERY

The Point or Points of Delivery for all natural gas delivered by Seller to Buyer under this agreement shall be at or near:

ARTICLE III
DELIVERY PRESSURE

Seller shall deliver natural gas to Buyer at the Point(s) of Delivery at a pressure(s) of:

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective _____, and shall remain in force and effect until _____, and year to year thereafter, subject to termination by either party upon _____ prior written notice to the other party.

ARTICLE V
RATE SCHEDULE AND PRICE

Buyer shall pay Seller for natural gas service rendered hereunder in accordance with Seller's Rate Schedule LSS 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 amended or superseded from time to time at the initiative of either party. Such rate schedule and General Terms and Conditions are by this reference made a part hereof.

ARTICLE VI
MISCELLANEOUS

1. The subject headings of the Articles of this agreement are inserted for the purpose of convenient reference and are not intended to be a part of this agreement nor to be considered in any interpretation of the same.
2. This agreement supersedes and cancels as of [insert effective date of cancellation or description of effective date of cancellation] the following contracts:
3. No waiver by either party of anyone 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.
4. This agreement shall be interpreted, performed and enforced in accordance with the laws of the State of _____.
5. This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.
6. Notices to either party shall be in writing and shall be considered as duly delivered when mailed or sent by electronic mail to the other party at the following address:

- (a) If to Seller:
Transcontinental Gas Pipe Line Company, LLC
P. O. Box 1396
Houston, Texas 77251, or
Email:
Attention:

- (b) If to Buyer:

Such addresses may be changed from time to time by sending appropriate notice thereof to the other party.

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
COMPANY, LLC
(Seller)

By _____

Print Name _____

Title _____

(Buyer)

By _____

Print Name _____

Title _____

Reserved For Future Use

**FORM OF SERVICE AGREEMENT
(For Use Under Seller's SS-2 Rate Schedule)**

THIS AGREEMENT entered into this _____ day of _____, 1990, by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller", first party, and _____, hereinafter referred to as "Buyer", second party,

WITNESSETH:

WHEREAS,

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
SERVICE TO BE RENDERED

Subject to the terms and provisions of this agreement and of Seller's Rate Schedule SS-2, Seller agrees to receive from Buyer or for Buyer's account for storage, inject into storage for Buyer's account, store, withdraw from storage (or cause to be injected into storage for Buyer's account, stored, and withdrawn from storage) and deliver to Buyer, quantities of natural gas stored by Seller (less fuel allowance, if any) as defined in Rate Schedule SS-2 as follows:

To withdraw from storage or cause to be withdrawn from storage, transport and deliver to Buyer at the delivery points set forth below, the gas stored for Buyer's account up to a maximum quantity in any day of _____ dt, which quantity shall be Buyer's Storage Demand.

To receive and store or cause to be stored up to a total quantity at any one time of _____ dt, which quantity shall be Buyer's Storage Capacity Quantity.

ARTICLE II
POINTS OF RECEIPT AND DELIVERY

The Point of Receipt for all natural gas received by Seller for injection into storage for Buyer's account shall be (1) at the interconnection between the facilities of National Fuel Gas Supply Corporation (National Fuel) and Penn-York Energy Corporation located in Potter County, Pennsylvania, at the Ellisburg Station; (2) at the interconnection between the facilities of National Fuel and Transco at or near Leidy in Clinton County, Pennsylvania; or (3) at certain existing points of interconnection between Buyer and Seller.

The Point or Points of Delivery for all natural gas delivered by Seller to Buyer under this agreement shall be at or near:

Delivery Point(s)

Quantity (dt/d)

ARTICLE III
DELIVERY PRESSURE

Buyer shall deliver natural gas to Seller at the Point of Receipt at such pressures as may be available from time to time in Buyer's transporter's line serving such point but not less than 1,000 pounds per square inch gauge.

Seller shall deliver natural gas to Buyer at the Point(s) of Delivery at a pressure(s) of:

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective April 1, 1990, and shall remain in force and effect until _____, and shall continue thereafter until terminated by either party upon _____ prior written notice to the other specifying a termination date at the end of such primary term or any subsequent anniversary thereof.

ARTICLE V
RATE SCHEDULE AND PRICE

Buyer shall pay Seller for natural gas service rendered hereunder in accordance with Seller's Rate Schedule SS-2 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 amended or superseded from time to time at the initiative of either party. Such rate schedule and General Terms and Conditions are by this reference made a part hereof.

ARTICLE VI
MISCELLANEOUS

1. The subject headings of the Articles of this agreement are inserted for the purpose of convenient reference and are not intended to be a part of this agreement nor to be considered in any interpretation of the same.

2. This agreement supersedes and cancels as of [insert effective date of cancellation or description of effective date of cancellation] the following contracts:

3. 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.

4. This agreement shall be interpreted, performed and enforced in accordance with the laws of the State of Texas.

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

6. Notices to either party shall be in writing and shall be considered as duly delivered when mailed or sent by electronic mail to the other party at the following address:

(a) If to Seller:

Transcontinental Gas Pipe Line Company, LLC
P. O. Box 1396
Houston, Texas 77251, or
Email:
Attention:

(b) If to Buyer:

Such addresses may be changed from time to time by sending appropriate notice thereof to the other party.

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
COMPANY, LLC
(Seller)

By _____

Print Name _____

Title _____

(Buyer)

By _____

Print Name _____

Title _____

**FORM OF SERVICE AGREEMENT
(For Use Under Seller's S-2 Rate Schedule)**

THIS AGREEMENT entered into this _____ day of _____, _____ (year), by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as Seller, first party, and _____, hereinafter referred to as Buyer, second party

WITNESSETH:

WHEREAS,

NOW, THEREFORE, Seller and Buyer agree as follows:

**ARTICLE I
SERVICES TO BE RENDERED**

Subject to the terms and provisions of this Agreement and Seller's Rate Schedule S-2, Seller agrees to receive from Buyer for storage, inject into storage for Buyer's account, store, withdraw from storage (or cause to be injected into storage for Buyer's account, stored, and withdrawn from storage) and deliver to Buyer quantities of natural gas stored by Seller (less fuel allowance, if any) as defined in Rate Schedule S-2 and stated in Article II of this Agreement.

**ARTICLE II
TERM OF AGREEMENT**

Subject to the provisions of Article I hereof, this Agreement shall be effective on _____, _____. Natural gas service rendered hereunder shall commence on _____, _____, and continue for a period of _____ (____)years and thereafter until terminated either by Seller or Buyer upon twelve (12) months prior written notice to the other specifying a termination date of April 15, or any anniversary thereafter.

ARTICLE III
CONTRACT DEMAND
AND STORAGE CAPACITY QUANTITY

Subject to the terms and provisions of this Agreement, Seller, during the period November 16 through April 15th, inclusive, of each contract year, agrees to withdraw or cause to be withdrawn from storage, transport and deliver to Buyer such quantities of natural gas as Buyer shall specify up to the following maximum daily quantities:

The period from November 16 through February 16, _____ dt per day;

Commencing February 17 the Maximum Daily Quantity shall decrease each successive day by _____ dt per day until March 1, on which date the Maximum Daily Quantity shall be _____ dt per day;

Commencing March 2 the Maximum Daily Quantity shall decrease each successive day by _____ dt per day until March 16, on which date the Maximum Daily Quantity shall be _____ dt per day;

Commencing March 17 the Maximum Daily Quantity shall decrease each successive day by _____ dt per day until April 1, and for the period from April 1 through April 15, the Maximum Daily Quantity shall be _____ dt per day;

provided, that Seller shall have no obligation to deliver to Buyer during each contract year a quantity of natural gas in excess of the following total quantities during the periods hereinafter set forth:

From November 16 through February 15,
not in excess of _____ dt

From November 16 through March 15,
not in excess of _____ dt

From November 16 through April 15,
not in excess of _____ dt

For the purpose of computing the demand charge in Seller's Rate Schedule S-2, the foregoing maximum daily quantity of _____ dt shall constitute the Contract Storage Demand of Buyer, and Buyer agrees to pay Seller therefor as provided in Article V hereof. Buyer's Storage Capacity Quantity under Rate Schedule S-2 shall be _____ dts.

The term "contract year" as used in this Contract and in Seller's Rate Schedule S-2 shall mean a period commencing on the sixteenth day of November of each calendar year of the term hereof and continuing through the next ensuing fifteenth day of November.

ARTICLE IV
POINT(S) OF DELIVERY
AND DELIVERY PRESSURE(S)

Seller shall deliver natural gas hereunder to Buyer at the following Point(s) of Delivery and at a pressure(s):

ARTICLE V
PRICE

Commencing on the effective date hereof Buyer shall pay Seller for all natural gas service rendered hereunder in accordance with Seller's Rate Schedule S-2 as filed with the Federal Energy Regulatory Commission, and as same may be amended or superseded, from time to time.

This Agreement in all respects shall be and remain subject to the applicable provisions of Seller's Rate Schedule S-2, which is made a part hereof by reference, and as same may be amended or superseded from time to time.

ARTICLE VI
MISCELLANEOUS

1. The subject headings of the Articles of this agreement are inserted for the purpose of convenient reference and are not intended to be a part of this Agreement nor to be considered in any interpretation of the same.

2. This agreement supersedes and cancels as of [insert effective date of cancellation or description of effective date of cancellation] the following contracts:

3. 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.

4. This agreement shall be interpreted, performed, and enforced in accordance with the laws of the State of

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

6. Notices to either party shall be in writing and shall be considered as duly delivered when mailed or sent by electronic mail to the other party at the following address:

(a) If to Seller:

Transcontinental Gas Pipe Line Company, LLC
P. O. Box 1396
Houston, Texas 77251, or
Email:
Attention:

(b) If to Buyer:

Such addresses may be changed from time to time by sending appropriate notice thereof to the other party.

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
COMPANY, LLC
(Seller)

By _____

Print Name _____

Title _____

(Buyer)

By _____

Print Name _____

Title _____

**FORM OF SERVICE AGREEMENT
(For Use Under Seller's LG-A Rate Schedule)**

THIS AGREEMENT entered into this day of by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as Seller, first party, and hereinafter referred to as Buyer, second party,

WITNESSETH:

WHEREAS,

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
SERVICE TO BE RENDERED

Subject to the terms and provisions of this agreement, and of Seller's Rate Schedule LG-A, Seller agrees to liquefy natural gas, store such gas in liquefied form, withdraw from storage, gasify and deliver to Buyer, quantities of natural gas as follows:

To withdraw from liquid storage and gasify the gas stored in liquefied form by Seller for Buyer's account up to a maximum quantity in any day of dt, which quantity shall be Buyer's Liquefaction Demand.

To liquefy and store in liquefied form for Buyer's account during the Injection Period of any year up to a total quantity of dt, which quantity shall be Buyer's Liquefaction Capacity Quantity.

ARTICLE II
POINT(S) OF DELIVERY

The Point or Points of Delivery for all natural gas delivered by Seller to Buyer under this agreement shall be at or near

ARTICLE III
DELIVERY PRESSURE

Seller shall deliver natural gas to Buyer at the Point(s) of Delivery at a pressure(s) of

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective as of November 1, and shall remain in force and effect until 8:00 a.m. Eastern Standard Time October 31, and thereafter until terminated by Seller or Buyer upon at least one hundred eighty (180) days 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 creditworthiness, 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.

ARTICLE V
RATE SCHEDULE AND PRICE

Buyer shall pay Seller for natural gas service rendered hereunder in accordance with Seller's Rate Schedule LG-A 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 amended or superseded from time to time at the initiative of either party. Such rate schedule and General Terms and Conditions are by this reference made a part hereof.

ARTICLE VI
MISCELLANEOUS

1. The subject headings of the Articles of this agreement are inserted for the purpose of convenient reference and are not intended to be a part of this agreement nor to be considered in the interpretation of the same.
2. This agreement supersedes and cancels as of [insert effective date of cancellation or description of effective date of cancellation] the following contracts:
3. 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.
4. This agreement shall be interpreted, performed and enforced in accordance with the laws of the State of
5. This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.
6. Notices to either party shall be in writing and shall be considered as duly delivered when mailed or sent by electronic mail to the other party at the following address:

(a) If to Seller:

Transcontinental Gas Pipe Line Company, LLC
P. O. Box 1396
Houston, Texas 77251, or
Email:
Attention:

(b) If to Buyer:

Such addresses may be changed from time to time by sending appropriate notice thereof to the other party.

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
COMPANY, LLC
(Seller)

By _____

Print Name _____

Title _____

(Buyer)

By _____

Print Name _____

Title _____

PART V – FORMS OF SERVICE AGREEMENT

**SECTION 7
INTERRUPTIBLE 7(c) STORAGE SERVICE**

**FORM OF SERVICE AGREEMENT
(Applicable to Deliveries Under Rate Schedule LG-S)**

THIS AGREEMENT entered into this _____ day of _____ by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as Seller, first party, and hereinafter referred to as Buyer, second party,

WITNESSETH:

WHEREAS

NOW, THEREFORE, Seller and Buyer agree as follows:

**ARTICLE I
GAS TO BE DELIVERED**

Subject to the terms and provisions of this agreement and of Seller's LG-S rate schedule, Seller agrees to deliver to Buyer, and Buyer agrees to receive from Seller quantities requested by Buyer which Seller, in its sole judgment, determines that it can make available hereunder.

**ARTICLE II
POINT OF DELIVERY**

The Point of Delivery for the natural gas delivered under this agreement shall be at the outlet valve of Seller's loading facilities at its liquefaction-storage plant located near Carlstadt, New Jersey.

**ARTICLE III
DELIVERY PRESSURE**

The natural gas delivered by Seller to Buyer in the liquid phase shall be at the pressure developed by the force of gravity on the liquid head contained in Seller's storage tank or at the pressure developed by auxiliary equipment that may be in operation at the time of delivery. The minimum pressure shall be that which is developed by the force of gravity with a 23 foot head of liquid natural gas.

**ARTICLE IV
TERM OF AGREEMENT**

This agreement shall be effective as of _____ and shall remain in force and effect until _____ and thereafter until terminated by Buyer or Seller upon at least _____ days written notice.

ARTICLE V
RATE SCHEDULE AND PRICE

Buyer shall pay Seller for natural gas service rendered hereunder in accordance with Seller's LG-S rate schedule 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 amended or superseded from time to time at the initiative of either party. Such rate schedule and General Terms and Conditions are by this reference made a part hereof.

ARTICLE VI
ODORIZATION

The gas delivered by Seller shall not be odorized and Buyer agrees to indemnify Seller against any liability or claim arising out of or in connection with the delivery of unodorized gas by Seller to Buyer.

ARTICLE VII
INDEMNIFICATION

Buyer agrees to indemnify and hold harmless Seller from any and all claims, suits or causes of action of any type arising out of the operations provided for hereunder where such operations are under the control of Buyer, its agents, representatives or contractors.

ARTICLE VIII
MISCELLANEOUS

1. The subject headings of the Articles of this agreement are inserted for the purpose of convenient reference and are not intended to be a part of this agreement nor to be considered in the interpretation of the same.

2. This agreement supersedes and cancels as of [insert effective date of cancellation or description of effective date of cancellation] the following contract(s):

3. 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.

4. This agreement shall be interpreted, performed and enforced in accordance with the laws of the State of

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

6. Notices to either party shall be in writing and shall be considered as duly delivered when mailed or sent by electronic mail to the other party at the following address:

(a) If to Seller:

Transcontinental Gas Pipe Line Company, LLC
P. O. Box 1396
Houston, Texas 77251, or
Email:
Attention:

(b) If to Buyer:

Such addresses may be changed from time to time by sending appropriate notice thereof to the other party.

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
COMPANY, LLC
(Seller)

By _____

Print Name _____

Title _____

(Buyer)

By _____

Print Name _____

Title _____

PART V – FORMS OF SERVICE AGREEMENT

**SECTION 8
AGGREGATION AND BALANCING SERVICES**

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule PAL Section 2.1(a))
Parking Service

THIS AGREEMENT entered into this _____ day of _____, _____ (year), by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller," first party, and _____, hereinafter referred to as "Buyer," second party,

[or, when applicable, "THIS AGREEMENT entered into this _____ day of _____, _____ (year), by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller," first party, and _____ as "Agent," for _____ ("Principals"), hereinafter individually and collectively referred to as "Buyer," second party, which Principals meet the requirements set forth in Section 8.2 of Rate Schedule PAL which is incorporated herein by reference."]

WITNESSETH

WHEREAS,

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
GAS SERVICE

1. Subject to the terms and provisions of this agreement (including Exhibit A hereto) and of Seller's Rate Schedule PAL, Buyer agrees to deliver or cause gas to be delivered to Seller and Seller agrees to (a) the receipt of a quantity of gas (Parked Quantity), up to the Maximum Daily Quantity specified in the executed Purchase Order, on behalf of Buyer at the available Point(s) of Service on Seller's system; (b) hold the Parked Quantity on Seller's system; and (c) deliver, upon nomination by Buyer, the Parked Quantity to Buyer at the available Point(s) of Service. Buyer shall make any necessary arrangements with Seller to receive or deliver gas to Seller at the available Point(s) of Service; provided, however, that such arrangements shall be compatible with the operating conditions of Seller's pipeline system and shall provide for coordinated scheduling with Seller.

2. For each of Buyer's Parking Service transactions with Seller, Buyer and Seller shall execute a Purchase Order in the form attached hereto as Exhibit A.

3. Service rendered hereunder shall be subject to curtailment or interruption at Seller's sole discretion. In the event Seller is unable to provide the level of Parking Service requested by all Buyers under Rate Schedule PAL, then Seller shall allocate available Parking Service among such Buyers in accordance with Section 6 of Seller's Rate Schedule PAL.

ARTICLE II
PARKING TRANSACTION POINT(S) OF SERVICE

Seller shall render Parking Service to Buyer at the available Point(s) of Service posted on 1Line from time to time and specified in the executed Purchase Order.

ARTICLE III
TERM OF AGREEMENT

This agreement shall be effective as of _____, _____ (year) and shall remain in force and effect through _____, _____ (year) and thereafter until terminated by Seller or Buyer upon at least thirty (30) days' written notice to the other specifying a termination date; 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 sole 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.

ARTICLE IV
RATE SCHEDULE AND PRICE

1. Buyer shall pay Seller for service hereunder in accordance with Seller's Rate Schedule PAL 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.

2. Buyer shall reimburse Seller for any and all filing fees incurred as a result of Buyer's request for service under this rate schedule, to the extent such fees are imposed upon Seller by the Federal Energy Regulatory Commission or any successor governmental authority having jurisdiction.

ARTICLE V
MISCELLANEOUS

1. This agreement supersedes and cancels as of [insert effective date of cancellation or description of effective date of cancellation] the following contract(s):

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.

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

(a) If to Seller:

Transcontinental Gas Pipe Line Company, LLC
P. O. Box 1396
Houston, Texas 77251, or
Email:
Attention:

(b) If to Buyer:

Such addresses may be changed from time to time by sending appropriate notice thereof to the other party.

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
COMPANY, LLC
(Seller)

By _____

Print Name _____

Title _____

(Buyer)

By _____

Print Name _____

Title _____

Exhibit A

Purchase Order

Reference is made to that service agreement entitled "Service Agreement For Use Under Seller's Rate Schedule PAL Section 2.1(a), Parking Service" by and between Seller and _____ (Buyer) [or, when applicable, "_____ as "Agent," for _____ ("Principals"), individually and collectively referred to as "Buyer,"], dated _____, _____ (year).

Seller and Buyer agree, pursuant to the referenced service agreement, to a Purchase Order under the following terms:

Term of Purchase Order:

Service beginning on _____, _____ (year)

Service ending on _____, _____ (year)

Daily Parking Charge

(¢ per dt per day of Parked Quantity) _____

Transaction Point of Service _____

Maximum Parked Contract Quantity _____

Maximum Daily Parked Quantity _____

Maximum Daily Withdrawal Quantity _____

If you are in agreement, please indicate by executing below.

(Buyer)

TRANSCONTINENTAL GAS PIPE LINE
COMPANY, LLC
(Seller)

By _____

By _____

Print Name _____

Print Name _____

Title _____

Title _____

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule PAL Section 2.1(b))
Loaning Service

THIS AGREEMENT entered into this _____ day of _____, _____ (year), by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller," first party, and _____, hereinafter referred to as "Buyer," second party,

[or, when applicable, "THIS AGREEMENT entered into this _____ day of _____, _____ (year), by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller," first party, and _____ as "Agent," for _____ ("Principals"), hereinafter individually and collectively referred to as "Buyer," second party, which Principals meet the requirements set forth in Section 8.2 of Rate Schedule PAL which is incorporated herein by reference."]

WITNESSETH

WHEREAS,

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
GAS SERVICE

1. Subject to the terms and provisions of this agreement (including Exhibit A hereto) and of Seller's Rate Schedule PAL, Buyer agrees to receive or cause gas to be received from Seller and Seller agrees to (a) advance to Buyer a quantity of gas (Loaned Quantity) up to the maximum daily quantity specified in the executed Purchase Order, at the available Point(s) of Service; and (b) the receipt by Seller of Buyer's return of the Loaned Quantity at the available Point(s) of Service. Buyer shall make any necessary arrangements with Seller to receive or deliver gas to Seller at the available Point(s) of Service; provided, however, that such arrangements shall be compatible with the operating conditions of Seller's pipeline system and shall provide for coordinated scheduling with Seller.

2. For each of Buyer's Loaning Service transactions with Seller, Buyer and Seller shall execute a Purchase Order in the form attached hereto as Exhibit A.

3. Service rendered hereunder shall be subject to curtailment or interruption at Seller's sole discretion. In the event Seller is unable to provide the level of Loaning Service requested by all Buyers under Rate Schedule PAL, then Seller shall allocate available Loaning Service among such Buyers in accordance with Section 6 of Seller's Rate Schedule PAL.

ARTICLE II

ADVANCEMENT TRANSACTION POINT(S)

Seller shall render Loaning Service to Buyer at the available Point(s) of Service posted on 1Line from time to time and specified in the executed Purchase Order.

ARTICLE III TERM OF AGREEMENT

This agreement shall be effective as of _____, _____ (year) and shall remain in force and effect through _____, _____ (year) and thereafter until terminated by Seller or Buyer upon at least thirty (30) days' written notice to the other specifying a termination date; 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 sole 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.

ARTICLE IV RATE SCHEDULE AND PRICE

1. Buyer shall pay Seller for service hereunder in accordance with Seller's Rate Schedule PAL 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.

2. Buyer shall reimburse Seller for any and all filing fees incurred as a result of Buyer's request for service under this rate schedule, to the extent such fees are imposed upon Seller by the Federal Energy Regulatory Commission or any successor governmental authority having jurisdiction.

ARTICLE V MISCELLANEOUS

1. This agreement supersedes and cancels as of the effective date hereof the following contract(s):

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.

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

(a) If to Seller:

Transcontinental Gas Pipe Line Company, LLC
P. O. Box 1396
Houston, Texas 77251, or
Email:
Attention:

(b) If to Buyer:

Such addresses may be changed from time to time by sending appropriate notice thereof to the other party.

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
COMPANY, LLC
(Seller)

By _____

Print Name _____

Title _____

(Buyer)

By _____

Print Name _____

Title _____

Exhibit A

Purchase Order

Reference is made to that service agreement entitled "Service Agreement For Use Under Seller's Rate Schedule PAL Section 2.1(b), Loaning Service" by and between Seller and _____ (Buyer) [or, when applicable, "_____ as "Agent," for _____ ("Principals"), individually and collectively referred to as "Buyer,"], dated _____, _____ (year).

Seller and Buyer agree, pursuant to the referenced service agreement, to a Purchase Order under the following terms:

Term of Purchase Order:

Service beginning on _____, _____ (year)

Service ending on _____, _____ (year)

Daily Loaning Charge
(¢ per dt per day of Loaned Quantity) _____

Transaction Point of Service _____

Maximum Loaned Contract Quantity _____

Maximum Daily Loaned Quantity _____

Maximum Daily Loan Payback Quantity _____

If you are in agreement, please indicate by executing below.

(Buyer)

TRANSCONTINENTAL GAS PIPE LINE
COMPANY, LLC
(Seller)

By _____

By _____

Print Name _____

Print Name _____

Title _____

Title _____

**FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule POOLING)**

THIS AGREEMENT entered into this _____ day of _____, _____ (year), by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller", first party, and _____, hereinafter referred to as "Buyer", second party.

[or, when applicable, "THIS AGREEMENT entered into this _____ day of _____, _____ (year), by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller," first party, and _____ as "Agent," for _____ ("Principals"), hereinafter individually and collectively referred to as "Buyer," second party, which Principals meet the requirements set forth in Section 4.2 of Rate Schedule POOLING which is incorporated herein by reference."]

WITNESSETH

WHEREAS, Buyer requests and Seller agrees to provide _____ (firm or interruptible) pooling service as set forth herein,

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
POOLING SERVICE

Subject to the terms and provisions of this agreement and of Seller's Rate Schedule POOLING, Seller agrees to provide pooling service to Buyer on a firm or interruptible basis, as specified above.

ARTICLE II
POOLING TRANSACTION POINT(S) OF SERVICE

This service agreement shall apply to firm or interruptible pooling service provided by Seller to Buyer at all pooling points identified on 1Line, pursuant to Rate Schedule POOLING.

ARTICLE III
TERM OF AGREEMENT

This agreement shall be effective as of _____, _____ (year) and shall remain in force and effect until 9:00 a.m. Central Clock Time _____, _____ (year) and thereafter until terminated by Seller or Buyer upon at least _____ written notice.

ARTICLE IV
RATE SCHEDULE AND PRICE

Buyer shall pay Seller all applicable rates and surcharges in accordance with Seller's Rate Schedule POOLING 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.

ARTICLE V
MISCELLANEOUS

1. This agreement supersedes and cancels as of [insert effective date of cancellation or description of effective date of cancellation] the following contract(s):

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. Notice to either party shall be in writing and shall be considered as duly delivered when mailed or sent by electronic mail to the other party at the following address:

- (a) If to Seller:
Transcontinental Gas Pipe Line Company, LLC
P. O. Box 1396
Houston, Texas 77251, or
Email:
Attention:

(b) If to Buyer:

Such addresses may be changed from time to time by sending appropriate notice thereof to the other party.

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
COMPANY, LLC
(Seller)

By _____

Print Name _____

Title _____

(Buyer)

By _____

Print Name _____

Title _____

PART V – FORMS OF SERVICE AGREEMENT

**SECTION 9
SALES SERVICE**

**FORM OF SERVICE AGREEMENT
For Rate Schedule NS**

THIS AGREEMENT made and entered into this ___ day of _____, _____, by and between Transcontinental Gas Pipe Line COMPANY, LLC, a Delaware limited liability company hereinafter referred to as "Seller", and _____, a _____, hereinafter referred to as "Buyer".

WITNESSETH:

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, natural gas under the terms and conditions hereinafter set forth, and

WHEREAS, such gas sold and purchased hereunder will be delivered by Seller to Buyer pursuant to Seller's Rate Schedule NS, and

WHEREAS, [include other clauses as may be needed];

NOW THEREFORE, in consideration of the premises and mutual covenants and agreements herein contained, the parties do agree as follows:

[All terms and conditions, including without limitation price, quantity, priority of service, and term, shall be as negotiated and mutually agreed upon by Buyer and Seller.]

IN WITNESS WHEREOF, this Agreement is executed as of the date first above written.

WITNESSES:

TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC

By _____

Title _____

WITNESSES:

[BUYER]

By _____

Title _____

PART V – FORMS OF SERVICE AGREEMENT

**SECTION 10
OTHER SERVICES**

**FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule ICTS)**

THIS AGREEMENT entered into this _____ day of _____, _____ (year), by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller," first party, and _____, hereinafter referred to as "Buyer," second party,

[or, when applicable, "THIS AGREEMENT entered into this _____ day of _____, _____ (year), by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller," first party, and _____ as "Agent," for _____ ("Principals"), hereinafter individually and collectively referred to as "Buyer," second party, which Principals meet the requirements set forth in Section 6.2 of Rate Schedule ICTS which is incorporated herein by reference."]

WITNESSETH

WHEREAS,

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
GAS TRANSFER SERVICE

1. Subject to the terms and provisions of this agreement and of Seller's Rate Schedule ICTS, Buyer agrees to deliver or cause natural gas to be delivered to Seller and Seller agrees to transfer natural gas to Buyer or for the account of Buyer on an interruptible basis. In no event shall Seller be obligated to receive at any initial point(s) of transfer a quantity of gas in excess of the daily quantity scheduled for transfer by Seller. Nor shall Buyer tender at any one or all initial point(s) of transfer a cumulative quantity of natural gas in excess of such daily quantity without the prior consent of Seller.

2. Service rendered hereunder shall be subject to curtailment or interruption when in Seller's judgment such curtailment or interruption is necessary due to operating conditions or insufficient pipeline capacity available on Seller's system, or is otherwise necessary to protect authorized firm and interruptible transportation services. In the event Seller is unable to transfer the total quantity of natural gas requested by all Buyers under Rate Schedule ICTS, then Seller shall allocate available transfer service among such Buyers in accordance with Section 5 of Seller's Rate Schedule ICTS.

ARTICLE II
POINT(S) OF TRANSFER AND PRESSURES

1. Points of transfer hereunder shall be those points on Seller's system determined pursuant to Sections 1(d) and 4.1 of the Rate Schedule ICTS.

2. Buyer shall deliver or cause natural gas to be delivered at the initial point(s) of transfer 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, that such pressure of the gas delivered or caused to be delivered by Buyer shall not exceed the maximum allowable operating pressure specified below. In the event the maximum operating pressure of Seller's pipeline system, at the initial point(s) of transfer hereunder, is from time to time increased or decreased, then the maximum allowable pressure of the gas delivered or caused to be delivered by Buyer to Seller at the initial point(s) of transfer shall be correspondingly increased or decreased.

ARTICLE III TERM OF AGREEMENT

This agreement shall be effective as of _____, _____ (year) and shall remain in force and effect through _____, _____ (year) and thereafter until terminated by Seller or Buyer upon at least thirty (30) days' written notice to the other specifying a termination date; 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 sole 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.

ARTICLE IV RATE SCHEDULE AND PRICE

1. Buyer shall pay Seller for natural gas transferred for Buyer hereunder in accordance with Seller's Rate Schedule ICTS 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.

2. Buyer shall reimburse Seller for any and all filing fees incurred as a result of Buyer's request for service under this rate schedule, to the extent such fees are imposed upon Seller by the Federal Energy Regulatory Commission or any successor governmental authority having jurisdiction.

ARTICLE V MISCELLANEOUS

1. This agreement supersedes and cancels as of [insert effective date of cancellation or description of effective date of cancellation] the following contract(s):

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.

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

(a) If to Seller:

Transcontinental Gas Pipe Line Company, LLC
P. O. Box 1396
Houston, Texas 77251, or
Email:
Attention:

(b) If to Buyer:

Such addresses may be changed from time to time by sending appropriate notice thereof to the other party.

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
COMPANY, LLC
(Seller)

By _____

Print Name _____

Title _____

(Buyer)

By _____

Print Name _____

Title _____

Reserved for Future Use