



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

April 15, 2010

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

Attention: Kimberly D. Bose, Secretary

Reference: Transcontinental Gas Pipe Line Company, LLC
 Service Agreements That
 Contain Non-Conforming Provisions
 Docket No. RP10-_____

Ladies and Gentlemen:

Transcontinental Gas Pipe Line Company, LLC (“Transco”) submits herewith for filing with the Federal Energy Regulatory Commission (“Commission”) the following firm transportation service agreements under Rate Schedule FT and, where applicable, related ancillary agreements that contain non-conforming provisions:

| Buyer | Agreement Date | Effective Date | Rate Schedule | Contract Number |
|--------------------------------|-----------------------|-----------------------|---------------------------|------------------------|
| City of Buford, Georgia | 6/6/1994 | 11/5/1994 | FT (SE94) | 1009763 |
| | 7/8/1996 | 11/1/1995 | FT (SE95/96) ¹ | 1012032 |
| | 5/23/2000 | 11/1/2000 | FT (SouthCoast) | 1037190 ² |
| (rate agreement) | 12/3/1999 | 12/3/1999 | N/A | |

¹ Transco’s 95/96 Southeast Expansion Project, authorized by the Commission in Docket No. CP94-109, was constructed in two phases. Project customers executed new service agreements for Phase II service that incorporated their Phase I entitlements.

² A service agreement that contains negotiated rates under Rate Schedule FT, filed previously in Docket No. RP96-359-004, and accepted by Commission Letter Order issued on November 28, 2002.

| | | | | |
|---------------------------------------|-----------|-----------|---------------------------|----------------------|
| City of Buford, GA (cont.) | 5/4/2001 | 5/1/2002 | FT (Sundance) | 1042065 ³ |
| (rate agreement) | 1/5/2000 | 1/5/2000 | N/A | |
| | 3/30/2002 | 5/1/2003 | FT (Momentum) | 9002596 ⁴ |
| (rate agreement) | 5/8/2001 | 5/8/2001 | N/A | |
| Piedmont Natural Gas Co., Inc. | 6/25/1996 | 11/1/1995 | FT (SE95/96) ¹ | 1012026 |
| (amendment) | 6/30/2004 | 7/1/2004 | | |

In addition, Transco submits a letter agreement dated June 10, 1991, as amended March 24, 1993, (“AGL Agreement”) between Transco and Atlanta Gas Light Company (“Atlanta Gas”). The effective dates of the letter agreement and amendment are the dates set forth on those agreements.

Transco also is submitting Sixth Revised Sheet No. 29 to its FERC Gas Tariff, Fourth Revised Volume No. 1 (“Tariff”), to add the service agreements and ancillary agreements listed above (collectively referred to respectively as “Service Agreements” and “Rate Agreements”) and the AGL Agreement to the list of non-conforming agreements.

Statement of Nature, Reasons and Basis

In response to the Commission’s order in Southern Star Central Gas Pipeline, Inc. (125 FERC ¶ 61,082 (2008)), Transco conducted a review of its service agreements, including ancillary agreements that might affect the terms and conditions of service under those service agreements, for material deviations from the applicable form of service agreement in Transco’s Tariff. Transco submitted the results of this review to the Commission’s Office of Enforcement on August 28, 2009 (“August 28 Report”). In the August 28 Report, Transco identified certain service agreements containing deviations that could be considered material deviations and provided detailed descriptions of those deviations. Transco stated that it would seek to remediate the identified deviations or would file the service agreements with the Commission as non-conforming service agreements. The Service Agreements, Rate Agreements, and AGL Agreement were identified in the August 28 Report as containing deviations that could be considered material. The parties to these respective agreements declined to terminate the Rate Agreements and the AGL Letter Agreement, or to execute amendments to the Service Agreements to remediate the identified deviations. Accordingly, Transco is submitting the Service Agreements, Rate Agreements, and the AGL Agreement to the Commission for its review and approval.

³ A service agreement that contains negotiated rates under Rate Schedule FT, filed previously in Docket No. RP96-359-008, and accepted by Commission Letter Order issued on April 17, 2002.

⁴ A service agreement that contains negotiated rates under Rate Schedule FT, filed previously in Docket No. RP96-359-014, and accepted by Commission Letter Order issued on April 22, 2003.

A. Non-Conforming Provisions

Sections 154.1(d) and 154.112(b) of the Commission's regulations require pipelines to file with the Commission contracts that "deviate in any material aspect from the form of service agreement" in the pipeline's tariff, and also require that such non-conforming agreements be referenced in the pipeline's Volume No. 1 tariff. Attached as Appendix A hereto are copies of the Service Agreements, Rate Agreements, and AGL Agreement, and a "redlined" version of those agreements that identifies the deviations from the current form of service agreement for use under Rate Schedule FT.

Southeast Expansion Project Service Agreements

The City of Buford, Georgia's ("Buford") 1994 Southeast Expansion Project ("SE94") service agreement and Buford's and Piedmont Natural Gas Company, Inc.'s ("Piedmont") 1995/1996 Southeast Expansion Project ("SE95/96") service agreements were entered into prior to the Commission's orders clarifying the general standards to be used in determining what constitutes a material deviation requiring that a service agreement be filed pursuant to Section 154.112(b) of the Commission's regulations.⁵ Transco's SE94 expansion project was certificated by the Commission in Docket No. CP94-68. Transcontinental Gas Pipe Line Corp., 67 FERC ¶ 61,244 (1994). Transco's SE95/96 expansion project was certificated by the Commission in Docket No. CP94-109. Transcontinental Gas Pipe Line Corp., 69 FERC ¶ 61,374 (1994), as amended, 74 FERC ¶ 61,104 (1996).

Buford's SE94 service agreement and Buford's and Piedmont's SE95/96 service agreements contain the following deviations from Transco's current form of service agreement for use under Rate Schedule FT:

- In Article IV, Term of Agreement, of the Buford SE94 service agreement and the Buford and Piedmont SE95/96 service agreements the words "year to year" were added to the following phrase:

... and shall remain in force and effect for a primary term of 20 years from and after such effective date and year to year thereafter until terminated after such primary term...⁶

Article IV, Term of Agreement, of the form of service agreement at the time the service agreements were executed, and of the current form of service agreement, provides for an evergreen provision of "thereafter," rather than "year to year," until terminated. Transco submits that while the insertion of the words "year to year," which establishes a rolling one-year evergreen period, is a deviation from Transco's form of service agreement, it does not provide these shippers greater operational flexibility than other shippers and arguably provides these

⁵ E.g., Columbia Gas Trans. Corp., 97 FERC ¶ 61,221 (2001).

⁶ This provision contains other minor language deviations from the form of service agreement, but they are not redlined in this quote to emphasize the deviation at issue here. The other minor deviations are discussed later in this transmittal letter.

shippers less flexibility in terminating their service agreements than would be the case with a “thereafter” evergreen provision.⁷ Both Buford and Piedmont were given the opportunity to amend their respective service agreements to eliminate the “year to year” evergreen but declined to do so. Transco submits therefore that this deviation also does not create a risk of undue discrimination. These service agreements are longstanding agreements entered into well before the Commission clarified its policies regarding material deviations and non-conforming service agreements. In situations where a service agreement represents a longstanding agreement relied upon by the parties, the Commission has accepted non-conforming service agreements containing material deviations.⁸ Therefore, Transco requests that the Commission accept this deviation.

- In paragraph 1 of Article I, Gas Transportation Service, of the Buford SE95/96 service agreement, date ranges were included:

...Seller agrees to receive, transport, and redeliver natural gas to Buyer or for the account of Buyer, on a firm basis, up to the dekatherm equivalent of a Transportation Contract Quantity (“TCQ”) of 501 Mcf per day.—from November 1, 1995 to October 31, 1996, and up to the dekatherm equivalent of 1,041 Mcf per day from November 1, 1996 through the remaining term of this agreement.⁹

In addition, a footnote was added at the end of paragraph 1 of Article I, Gas Transportation Service, of the Buford SE95/96 service agreement:

Buyer and Seller agree that the commencement of service hereunder up to the stated TCQ amounts shall be subject to the completion of construction and placement into service of Seller’s facilities necessary to provide firm transportation service to Buyer pursuant to the authorizations issued by the FERC in Docket No. CP94-109. Seller shall notify Buyer as soon as reasonably practicable as the additional authorized facilities are constructed and ready for placement into service.

Transco’s SE95/96 expansion project as certificated by the Commission was constructed in two phases. The SE95/96 Phase I facilities were placed in service on November 1, 1995, and the Phase II facilities were placed in service on November 1, 1996. The Phase II TCQs have been in effect since November 1, 1996. The deviations in Article 1 of the Buford SE95/96 service agreement were necessary to reflect and implement the phased in-service dates of the project

⁷ See Tennessee Gas Pipeline Co., 88 FERC ¶ 61,300 at 61,924 (1999) (Termination notice provision providing shipper more flexibility than other shippers is an unacceptable deviation).

⁸ See e.g., Texas Eastern Trans, LP, 119 FERC ¶ 61,337 at P 11 (2007); Columbia Gas Trans. Corp., 97 FERC ¶ 61,221 at 62,010 (2001).

⁹ This provision contains other minor language deviations from the form of service agreement, but they are not redlined in this quote to emphasize the deviation at issue here. The other minor deviations are discussed later in this transmittal letter.

facilities as certificated by the Commission.¹⁰ These deviations therefore do not affect the substantive rights of the parties or the terms and conditions of service. The Commission previously has found that deviations that “reflect the nature of the applicable certificated service and do not present a substantial risk of undue discrimination” are acceptable.¹¹ In addition, because the Phase II facilities have been constructed and the Phase II TCQs have been in effect since November 1, 1996, these deviations are now moot.

SouthCoast, Sundance, and Momentum Expansion Project Service Agreements

During its review of the Buford SouthCoast, Sundance, and Momentum expansion project service agreements and related ancillary agreements, Transco determined that provisions relating to the negotiated rates under the service agreements were reflected in ancillary agreements between Transco and Buford, but not included on Exhibit C to the service agreements. These ancillary agreements are Rate Agreements which set forth the negotiated rate for the associated Buford SouthCoast, Sundance, and Momentum expansion project service agreements. These Rate Agreements were entered into well before the Commission clarified its policies regarding material deviations and non-conforming service agreements, including its policy concerning the use of a separate letter agreement to set forth terms related to a negotiated rate.¹² Under Transco’s current contracting procedures, all terms and conditions relating to transportation service are included in the service agreements and not in ancillary agreements.¹³ However, Buford declined to amend Exhibit C to the service agreements to include the operative provisions from the Rate Agreements and to terminate the Rate Agreements.¹⁴ Therefore, Transco is submitting herewith the following Rate Agreements, including redlined versions of the Rate Agreements, in Appendix A attached hereto):

| | Rate Agreement Date | Rate Schedule | Related Contract No. |
|-----------------------|----------------------------|----------------------|-----------------------------|
| City of Buford | 12/3/1999 | FT (SouthCoast) | 1037190 |
| City of Buford | 1/5/2000 | FT (Sundance) | 1042065 |
| City of Buford | 5/8/2001 | FT(Momentum) | 9002596 |

Consistent with the Commission’s guidance in East Tennessee, Transco has redlined each term in the Rate Agreements to highlight any deviations from corresponding provisions in the current form of service agreement for use under Rate Schedule FT, and will discuss each term below.

¹⁰ To implement the phased in-service dates of the project facilities, Exhibits A and B of Buford’s SE95/96 and Piedmont’s SE95/96 Service Agreements contain two columns of quantities (and a related footnote), one applicable to Phase I of the expansion and one applicable to Phase II. The Phase II TCQ and the Phase II quantities reflected on Exhibits A and B to the service agreements are now in effect.

¹¹ Texas Eastern Trans, LP, 119 FERC ¶ 61,337 at P 10 (2007).

¹² East Tennessee Natural Gas Co., 107 FERC ¶ 61,197 (2004) (“East Tennessee”).

¹³ Collateral requirements and other conditions related to the construction of new facilities are reflected in precedent agreements.

¹⁴ Transco proposed to amend Exhibit C to reflect Section 3 of the Rate Agreements, which Transco considers the as the only ongoing operative term from the Rate Agreements that is not reflected on Exhibit C.

- Section 1, Rate, of the Rate Agreements provides for an election by Buford of either the recourse rate or a negotiated rate for service under the applicable service agreement. Section 1 of Article V of the form of service agreement for use under Rate Schedule FT, Section 3.5 of Rate Schedule FT, and Section 53 of the General Terms and Conditions of Transco's Tariff authorize Transco and Buford to agree to a negotiated rate. Buford elected to pay the negotiated rate under each of the applicable service agreements, and the negotiated rate set forth in Section 1 of the Rate Agreements is set forth on Exhibit C of the applicable service agreement. Therefore, Section 1 is now moot. In addition, Section 1 of the Rate Agreements is exclusively focused on the rate to be charged, consistent with Transco's Tariff, and is not a material deviation.¹⁵
- Section 2, Rate Design, of the Rate Agreements contains the following language:

Shipper acknowledges that the initial Recourse Rate shall be designed based on the straight fixed variable rate design methodology, and Shipper shall not oppose before the Federal Energy Regulatory Commission ("FERC") or otherwise Transco's use of such methodology in designing the initial Recourse Rate or subsequent changes to the Recourse Rate. Transco shall have the unilateral right to propose, file and make effective revisions to the Recourse Rate and rate design for the Recourse Rate.

Transco's Tariff contains no corresponding provision to the first sentence of Section 2. Transco has not and will not enforce the first sentence of Section 2, and recognizes that Commission policy announced subsequent to the execution of the Rate Agreements could preclude its application.¹⁶ The second sentence of Section 2 is consistent with Transco's Memphis rights under Section 1 of Article V of the current form of service agreement.

- Section 3, FERC Proceedings, of the Rate Agreements contains the following language:

If Shipper elects the Negotiated Rate, (a) Transco shall not file or cause to be filed with the FERC under Section 4 of the Natural Gas Act ("NGA") to seek to modify the Negotiated Rate and (b) Shipper shall not 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, relating to the negotiated rate.

This language conforms to optional language provided on Exhibit C of Transco's current form of service agreement for use under Rate Schedule FT, is solely related to the implementation of the negotiated rate, and is not a material deviation.

¹⁵ East Tennessee at PP 14 and 19.

¹⁶ See Algonquin Gas Trans, LLC, 111 FERC ¶ 61,003 (2005) (discussing the Commission's concerns with provisions in a negotiated rate agreement limiting a customer's right to challenge generally applicable recourse rates under NGA section 5).

- Section 4, Term, of the Rate Agreements specifies the term of the negotiated rate. Section 1 of Article V of the form of service agreement for use under Rate Schedule FT, Section 3.5 of Rate Schedule FT, and Section 53 of the General Terms and Conditions of Transco's Tariff authorize Transco and Buford to agree to a negotiated rate. Section 4 is solely related to the implementation of the negotiated rate, and is not a material deviation.
- Section 5, Notice for Election, of the Rate Agreements specifies the methods and address for Buford's election under Section 1 of the Rate Agreements and is similar to Section 5 of Article VI of the current form of service agreement for use under Rate Schedule FT and the applicable Service Agreement. Section 5 is solely related to the implementation of the negotiated rate, and is not a material deviation. Buford elected to pay the negotiated rate, and Section 5 is now moot.
- Section 6, Laws and Governmental Authorities, of the Rate Agreements is similar, but not identical to Section 14, Duly Constituted Authorities, of the General Terms and Conditions of Transco's Tariff. Although the language of Section 6 is somewhat different from the language in Section 14, Transco submits that the differences are not material. Transco has not applied Section 6 differently from Section 14, and does not intend that the language in Section 6 modify the rights and obligations of the parties under Section 14.
- Section 7, Waiver, of the Rate Agreements is similar, but not identical to Section 2 of Article VI of the current form of service agreement for use under Rate Schedule FT and the applicable service agreement. Although the language in Section 7 is somewhat different from the language in Section 2, Transco submits that the differences are not material. Transco has not applied Section 7 differently from Section 2, and does not intend that the language in Section 7 modify the rights and obligations of the parties under Section 2.
- Section 8, Assignment, of the Rate Agreements contains terms that would apply in the event of a proposed assignment of the Rate Agreement. Transco's Tariff contains no corresponding provision to Section 8 with the exception of the last sentence of Section 8, which is the same in all material respects as Section 4 of Article VI of the current form of service agreement for use under Rate Schedule FT and the applicable service agreement. The provisions of Section 8 have not been triggered, and its terms expressly state that any assignment is subject to any necessary regulatory or governmental authorizations. As a result, any assignment would be implemented consistent with the Commission's regulations. Transco submits that Section 8 does not affect the substantive rights of the parties or the quality of service to Buford or other shippers.
- Section 9, Confidentiality, of the Rate Agreements is a confidentiality provision. Transco's Tariff contains no corresponding provision to Section 9. Transco submits that with the filing of the associated service agreement reflecting the negotiated rate set forth in the Rate Agreement, and as a result of the instant filing of the Rate Agreements,

Section 9 has been rendered moot, and does not affect the substantive rights of the parties or the quality of service to Buford or other shippers.

- Section 10, Choice of Law, of the Rate Agreements is similar, but not identical to Section 3 of Article VI of the current form of service agreement for use under Rate Schedule FT and the applicable service agreement. Although the language in Section 10 is somewhat different from the language in Section 3, Transco submits that the differences are not material. Transco has not applied Section 10 differently from Section 3, and does not intend that the language in Section 10 modify the rights and obligations of the parties under Section 3.

Transco requests that the Commission accept the Rate Agreements submitted herein. The terms of the Rate Agreements are consistent with, or will be applied consistently with, Transco's Tariff (Sections 1, 3, 4, 6, 7, 8 and 10 of the Rate Agreements), have not and will not be enforced by Transco (Section 2), or are moot (Sections 5 and 9). These Rate Agreements are longstanding agreements entered into well before the Commission clarified its policies regarding material deviations and non-conforming service agreements. As discussed previously herein, the Commission has accepted a non-conforming agreement in situations where it represents a longstanding agreement relied upon by the parties.

AGL Agreement

Transco submits herewith a letter agreement dated June 10, 1991, as amended, between Transco and Atlanta Gas ("AGL Agreement")(the executed AGL Agreement and a redlined version are included in Appendix A attached hereto). The AGL Agreement provides specified options to Atlanta Gas in the event Transco by-passes Atlanta Gas to provide service directly to an existing gas burning facility that, prior to the date of such direct service, was served by Atlanta Gas. To date, the provisions of the AGL Agreement have not been triggered. Transco's Tariff contains no corresponding provision governing the matter addressed in the AGL Agreement. Nevertheless, as explained below, Transco believes that the AGL Agreement is consistent with its Tariff provisions relating to discounts, and with the Commission's policies relating to bypass.

Section 1 of the AGL Agreement provides Atlanta Gas the option for discounted transportation or sales service in the event that Transco is required to bypass Atlanta Gas and Section 2(a) provides that option if Transco voluntarily (as defined in Section 2(d)) bypasses Atlanta Gas.¹⁷ With regard to discounted transportation service, Section 3.5 of Rate Schedule FT and Section 3.3 of Rate Schedule IT provide that Transco may, in its sole judgment, agree to discount its rate under those rate schedules, and Section 40 of the General Terms and Conditions of Transco's Tariff permits such discounted rates to apply to specified quantities. Further, to the extent that Sections 1 and 2(a) of the AGL Agreement are construed as a "most favored nations" provision

¹⁷ Transco no longer provides a sales service to Atlanta Gas. Therefore, the provisions of the AGL Agreement relating to sales service are moot.

for the discounted rate, the Commission has determined that parties may agree to such provisions.¹⁸

Section 2(b) of the AGL Agreement provides Atlanta Gas the option to reduce its Rate Schedule FT entitlements up to the level of direct service provided by Transco in the event that Transco voluntarily bypasses Atlanta Gas. This option is consistent with the Commission's by-pass policy subsequently established in Texas Gas Transmission Corp., 69 FERC ¶ 61,245 (1994), under which the Commission will permit a local distribution company ("LDC") to reduce its contract demand when there is a nexus between the LDC's contract demand on the bypassing pipeline and the LDC's service to the end user, and there is a connection between the LDC's level of requested reduction in contract demand and the level of service provided by the pipeline to the end user. Section 2(c) of the AGL Agreement provides the Transco will give Atlanta Gas sixty days notice prior to commencing a voluntary bypass. Such notice is required by Section 284.13(f) of the Commission's regulations, 18 C.F.R. §284.13(f).¹⁹

Transco requests that the Commission accept the AGL Agreement. Transco submits that the terms of the AGL Agreement are consistent with the discounting provisions of Transco's Tariff and with the Commission's bypass policies. As a result, the AGL Agreement does not affect the substantive rights of the parties or the quality of service to Atlanta Gas or other shippers. In addition, the AGL Agreement is a longstanding agreement entered into well before the Commission clarified its policies regarding material deviations and non-conforming service agreements. As discussed previously herein, the Commission has accepted a non-conforming agreement in situations where it represents a longstanding agreement relied upon by the parties.

B. Other Non-Material Deviations

The Service Agreements also contain deviations from the current form of service agreement for use under Rate Schedule FT that are minor and non-substantive, and thus are not material deviations. The deviations from the form of service agreement are "redlined" on the copies of the Service Agreements attached as Appendix A hereto, and fall into the following general categories:

- Minor language changes from the text of the current form of service agreement that do not affect the meaning of the provisions (e.g., word substitutions and sentence or heading rearranging) and thus are not material deviations.²⁰ These deviations are shown in Article IV²¹ and on Exhibits A (including footnote 1 or 2, as applicable) and B of the

¹⁸ Columbia Gas Trans. Corp., 101 FERC ¶ 61,360 at P 38 (2002), citing Southern Natural Gas Co., 64 FERC ¶ 61,274 at 62,915 (1993).

¹⁹ Section 3 of the AGL Letter Agreement, added by the March 24, 1993 amendment, clarifies the term of the agreement.

²⁰ Monroe Gas Storage Co., LLC, 130 FERC ¶61,113 at P 29 (2010).

²¹ In Docket No RP06-356, Transco amended its form of service agreement under Rate Schedule FT to contain a "fill in the blank" that accommodates the situation where service could not be provided until the facilities have been constructed and are ready for service. As explained by the Commission staff in its answers to frequently asked questions on Material Deviations (p. 2, number 3) contracts containing a deviation at the time of their execution that later come into conformance with the pro form service agreement due to a tariff filing do not have to be filed

Service Agreements; in Section 1 of Article V of Buford's SouthCoast, Sundance, and Momentum service agreements; and in Section 2 of Article I of Buford's and Piedmont's SE95/96 service agreements.

- Terms or wording that conform to the form of service agreement in effect at the time the Service Agreements, which contain a Memphis clause, were executed.²² These deviations are shown on the Service Agreements in the first paragraph identifying the parties on page 1, Section 2 of Article V, Sections 1 and 5 of Article VI, and the signature blocks; on all of the Buford service agreements in Section 2 of Article I; in Article IV of Buford's SE94 service agreement; in Section 1 of Article I of Buford's SE94 and SE95/96 service agreements; and in Section 1 of Article V and Exhibits A and B of Buford's and Piedmont's SE95/96 service agreements and Buford's SE94 service agreement.
- Terms that restate the requirements of Transco's tariff, which the Commission recently found are not material deviations.²³ These deviations are shown on Buford's SouthCoast, Sundance, and Momentum service agreements in a footnote added to Exhibit B to state the delivery pressure, consistent with Section 12 of the General Terms and Conditions ("GT&C") of Transco's Tariff which provides that Transco and Buyer may mutually agree to delivery pressures, and in a footnote added to Exhibit B stating that deliveries for the shipper at the delivery points are subject to the limits of the Delivery Point Entitlement (DPE's) of the entities receiving the gas at the delivery points, which reiterates the requirements of Section 19 of the GT&C.

Transco submits that the provisions described above are not material deviations because they are consistent with Transco's Tariff, and do not affect the substantive rights of the parties or the quality of service to Buford, Piedmont, or other shippers.

Effective Date and Waivers

Transco respectfully requests that the Commission grant any waivers necessary in order to accept the Service Agreements, Rate Agreements, and AGL Agreement as of the effective date of each agreement. Transco submits that good cause exists to accept the agreements as proposed herein. Acceptance of the agreements as of the specified effective dates will give effect to the intentions of the parties. Transco also requests that the Commission accept Sixth Revised Sheet No. 29 to be effective May 15, 2010.

because the deviation would be cured. Office of Enforcement, Fed. Energy Regulatory Comm'n, *Material Deviations: Frequently Asked Questions 3*, available at <http://www.ferc.gov/legal/acct-matts/material-deviations-FAQ.pdf> (last accessed March 9, 2010).

²² Texas Gas Trans., LLC, 130 FERC ¶ 61,114 at PP 14-16 (2010).

²³ Commission letter order dated October 20, 2009 in Docket No. RP10-14-000.

Materials Submitted Herewith

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

- (1) The revised tariff sheet and the "redlined" version of the revised tariff sheet, in accordance with Section 154.201(a) of the Regulations;
- (2) As required by Section 154.4 of the Regulations, a diskette copy of the revised tariff sheet labeled TF041510.ASC; and
- (3) Appendix A - copies of the Service Agreements, Rate Agreements, and AGL Agreement, and a red-lined version of these documents that identifies deviations from the current Rate Schedule FT form of service agreement.

Posting and Certification of Service

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

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

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

And copies should be mailed to:

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

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

Respectfully submitted,

TRANSCONTINENTAL GAS PIPE
LINE COMPANY, LLC

/s/ Marg Camardello

Marg Camardello

Manager, Certificates and Tariffs

713-215-3380

marg.r.camardello@williams.com

Filed: April 15, 2010

NON-CONFORMING SERVICE AGREEMENTS

| Name of Shipper/Agreement No. ----- | Rate Schedule ----- | Agreement Date ----- | Date Effective ----- |
|--|---------------------------|----------------------------|----------------------------|
| Atlanta Gas Light Company (Contract No. N/A) Amendment | N/A | 06/10/91 03/24/93 | 06/10/91 03/24/93 |
| Carolina Power & Light Company (Contract No. 1042064) Amendment | FT | 05/04/01 02/23/10 | 05/01/02 02/23/10 |
| City of Buford, Georgia (Contract No. 1009763) | FT | 06/06/94 | 11/05/94 |
| City of Buford, Georgia (Contract No. 1012032) | FT | 07/08/96 | 11/01/95 |
| City of Buford, Georgia (Contract No. 1037190) Rate Agreement | FT | 05/23/00 12/03/99 | 11/01/00 12/03/99 |
| City of Buford, Georgia (Contract No. 1042065) Rate Agreement | FT | 05/04/01 01/05/00 | 05/01/02 01/05/00 |
| City of Buford, Georgia (Contract No. 9002596) Rate Agreement | FT | 03/30/02 05/08/01 | 05/01/03 05/08/01 |
| Consolidated Edison Company of New York, Inc. (Contract No. 1041076) Amendment | FT | 09/11/00 02/08/10 | 12/01/01 02/08/10 |
| Consolidated Edison Energy, Inc. (Contract No. 1041075) Amendment | FT | 09/13/00 03/08/10 | 12/01/01 03/08/10 |
| Municipal Electric Authority of Georgia (Contract No. 9012586) Amendment | FT | 10/16/03 04/01/10 | 02/01/04 04/01/10 |
| Municipal Gas Authority of Georgia (Contract No. 9035033) Amendment | FT | 02/16/06 09/28/06 | 01/01/06 11/01/06 |
| Piedmont Natural Gas Company, Inc. (Contract No. 1012026) Amendment | FT | 06/25/96 06/30/04 | 11/01/95 07/01/04 |
| PPL Gas Utilities Corp. (Contract No. 1003692) Amendment | FT | 02/01/92 09/07/07 | 02/01/92 09/07/07 |
| Virginia Power Energy Marketing, Inc. (Contract No. 9050773) Amendment | ESS | 03/01/07 05/15/09 | 03/01/07 10/01/09 |

NON-CONFORMING SERVICE AGREEMENTS

| Name of Shipper/Agreement No. ----- | Rate Schedule ----- | Agreement Date ----- | Date Effective ----- |
|--|---------------------------|----------------------------|----------------------------|
| <u>Atlanta Gas Light Company</u> <u>(Contract No. N/A)</u> <u>Amendment</u> | N/A | 06/10/91 03/24/93 | 06/10/91 03/24/93 |
| Carolina Power & Light Company (Contract No. 1042064) Amendment | FT | 05/04/01 02/23/10 | 05/01/02 02/23/10 |
| <u>City of Buford, Georgia</u> <u>(Contract No. 1009763)</u> | FT | 06/06/94 | 11/05/94 |
| <u>City of Buford, Georgia</u> <u>(Contract No. 1012032)</u> | FT | 07/08/96 | 11/01/95 |
| <u>City of Buford, Georgia</u> <u>(Contract No. 1037190)</u> <u>Rate Agreement</u> | FT | 05/23/00 12/03/99 | 11/01/00 12/03/99 |
| <u>City of Buford, Georgia</u> <u>(Contract No. 1042065)</u> <u>Rate Agreement</u> | FT | 05/04/01 01/05/00 | 05/01/02 01/05/00 |
| <u>City of Buford, Georgia</u> <u>(Contract No. 9002596)</u> <u>Rate Agreement</u> | FT | 03/30/02 05/08/01 | 05/01/03 05/08/01 |
| Consolidated Edison Company of New York, Inc. (Contract No. 1041076) Amendment | FT | 09/11/00 02/08/10 | 12/01/01 02/08/10 |
| Consolidated Edison Energy, Inc. (Contract No. 1041075) Amendment | FT | 09/13/00 03/08/10 | 12/01/01 03/08/10 |
| Municipal Electric Authority of Georgia (Contract No. 9012586) Amendment | FT | 10/16/03 04/01/10 | 02/01/04 04/01/10 |
| Municipal Gas Authority of Georgia (Contract No. 9035033) Amendment | FT | 02/16/06 09/28/06 | 01/01/06 11/01/06 |
| <u>Piedmont Natural Gas Company, Inc.</u> <u>(Contract No. 1012026)</u> <u>Amendment</u> | FT | 06/25/96 06/30/04 | 11/01/95 07/01/04 |
| PPL Gas Utilities Corp. (Contract No. 1003692) Amendment | FT | 02/01/92 09/07/07 | 02/01/92 09/07/07 |
| Virginia Power Energy Marketing, Inc. (Contract No. 9050773) Amendment | ESS | 03/01/07 05/15/09 | 03/01/07 10/01/09 |

Appendix A

1. Executed Service Agreements, Rate Agreements, AGL Agreement
2. Red-lined Service Agreements, Rate Agreements, and AGL Agreement

94 1058

SERVICE AGREEMENT

between

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

and

CITY OF BUFORD, GEORGIA

SERVICE AGREEMENT

THIS AGREEMENT entered into this 6th day of June, 1994, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and the CITY OF BUFORD, GEORGIA hereinafter referred to as "Buyer," second party,

WITNESSETH

WHEREAS, Seller has filed with the Federal Energy Regulatory Commission in Docket No. CP94-68 for approval of Seller's 1994 Southeast Expansion Project (referred to as "SE94"); and

WHEREAS, Buyer has requested firm transportation service under SE94 and has executed with Seller a Precedent Agreement, dated October 26, 1993, for such service; and

WHEREAS, Seller is willing to provide the requested firm transportation for Buyer under SE94 pursuant to the terms of this Service Agreement and the Precedent Agreement.

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
GAS TRANSPORTATION SERVICE

1. Subject to the terms and provisions of this agreement and of Seller's Rate Schedule FT, Buyer agrees to deliver or cause to be delivered to Seller gas for transportation and Seller agrees to receive, transport and redeliver natural gas to Buyer or for the account of Buyer, on a firm basis, up to the dekatherm equivalent of a Transportation Contract Quantity ("TCQ") of 146 Mcf 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

SERVICE AGREEMENT
(Continued)

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

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

ARTICLE III
POINT(S) OF DELIVERY

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

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

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective as of the later of November 1, 1994 or the date that the necessary regulatory approvals have been received and accepted by Seller and Seller's facilities necessary to provide service to Buyer under SE94 have been constructed and are ready for service, and shall remain in force and effect for a primary term of twenty (20) years from and after such effective date and year to year thereafter until terminated after such primary term by Seller or Buyer upon at least two (2) years written notice; provided, however, this agreement shall terminate immediately and, subject to the receipt of necessary authorizations, if any, Seller may discontinue service hereunder if (a) Buyer, in Seller's reasonable judgment fails to demonstrate credit worthiness, and (b) Buyer fails to provide adequate security in accordance with Section 8.3 of Seller's Rate Schedule FT.

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

SERVICE AGREEMENT
(Continued)

Rate Schedule and General Terms and Conditions are by this reference made a part hereof.

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

3. In addition to the applicable charges for firm transportation service pursuant to Section 3 of Seller's Rate Schedule FT, Buyer shall reimburse Seller for any and all filing fees incurred as a result of Buyer's request for service under Seller's Rate Schedule FT, to the extent such fees are imposed upon Seller by the Federal Energy Regulatory Commission or any successor governmental authority having jurisdiction.

ARTICLE VI
MISCELLANEOUS

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

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

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

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

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

- (a) If to Seller:
Transcontinental Gas Pipe Line Corporation
P. O. Box 1396
Houston, Texas 77251
Attention: Tom Skains - Senior Vice President
Transportation and Customer Services


SERVICE AGREEMENT
(Continued)

(b) If to Buyer:
City of Buford
95 Scott Street
Buford, Georgia 30518


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

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

TRANSCONTINENTAL GAS PIPE LINE
CORPORATION
(Seller)

By 
Thomas E Skains *SALT*
Senior Vice President *275*
Transportation and Customer Services

CITY OF BUFORD, GEORGIA
(Buyer)

By 
Vice President-Rates & Gas Supply
Municipal Gas Authority of Georgia
As Agent for the City

SERVICE AGREEMENT
(Continued)

Exhibit A

Transportation Contract Quantity (TCQ): 146 Mcf/d

| Point(s) of Receipt | Maximum Daily Quantity at each Receipt Point (Mcf/d) ¹ : |
|--|--|
| The interconnection between the facilities of Seller and Seller's Mobile Bay Lateral near Butler in Choctaw County, Alabama. | 146 |

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

SERVICE AGREEMENT
(Continued)

Exhibit B

Point(s) of Delivery

The existing point(s) of interconnection between the facilities of Seller's mainline and the City of Buford at mile post 1083.42.

Pressure

Seller's available pipeline pressure.

96 0830 000

SERVICE AGREEMENT

between

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

and

CITY OF BUFORD, GEORGIA

SERVICE AGREEMENT

96 0830 000

THIS AGREEMENT entered into this 8th day of July, 1996, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and CITY OF BUFORD, GEORGIA hereinafter referred to as "Buyer," second party,

WITNESSETH

WHEREAS, by order issued December 21, 1994, in Docket No. CP94-109, the Federal Energy Regulatory Commission ("Commission") authorized Seller's 1995/1996 Southeast Expansion Project (referred to as "SE95/96"), and by order issued February 5, 1996, in the same proceeding, the Commission authorized certain modifications to Phase II of SE95/96; and

WHEREAS, SE95/96 is being constructed in two phases -- Phase I added the dekatherm equivalent of 115,000 Mcf of gas per day of incremental firm transportation capacity in December 1995, and Phase II, as amended, will add the dekatherm equivalent of 55,000 Mcf of gas per day of incremental firm transportation capacity by a proposed in-service date of November 1, 1996; and

WHEREAS, Seller and Buyer have executed (i) a Precedent Agreement, dated October 26, 1993, for firm transportation service under SE95/96, (ii) a Service Agreement, dated April 30, 1995 (hereinafter referred to as the "April 30, 1995 Service Agreement"), under Seller's Rate Schedule FT for such firm transportation service, and (iii) a letter agreement, dated May 22, 1995, for additional firm transportation service under Phase II to be made available as a result of the modifications to the SE95/96 facilities; and

WHEREAS, the parties now desire to enter into this agreement to incorporate the additional firm transportation service for Buyer under Phase II and to supersede and terminate the April 30, 1995 Service Agreement.

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
GAS TRANSPORTATION SERVICE

1. Subject to the terms and provisions of this agreement and of Seller's Rate Schedule FT, Buyer agrees to deliver or cause to be delivered to Seller gas for transportation and Seller agrees to receive, transport and redeliver natural gas to Buyer or for the account of Buyer, on a firm basis, up to the dekatherm equivalent of a Transportation Contract Quantity ("TCQ") of 501 Mcf per day from November 1, 1995 to October 31, 1996, and up to the dekatherm

SERVICE AGREEMENT
(Continued)

equivalent of 1,041 Mcf per day from November 1, 1996 through the remaining term of this agreement.¹

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 Volume No. 1 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

1. This agreement shall be effective as of the later of November 1, 1995 or the date Seller's facilities necessary to provide service to Buyer under Phase I of SE95/96 have been constructed and are ready for service, and shall remain in force and effect for a primary term of twenty (20) years from and after such effective date and year to year thereafter until terminated

¹ Buyer and Seller agree that the commencement of service hereunder up to the stated TCQ amounts shall be subject to the completion of construction and placement into service of Seller's facilities necessary to provide firm transportation service to Buyer pursuant to the authorizations issued by the FERC in Docket No. CP94-109. Seller shall notify Buyer as soon as reasonably practicable as the additional authorized facilities are constructed and ready for placement into service.

SERVICE AGREEMENT
(Continued)

after such primary term by Seller or Buyer upon at least two (2) years written prior notice to the other party; 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 Seller's Rate Schedule FT.

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.

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

3. In addition to the applicable charges for firm transportation service pursuant to Section 3 of Seller's Rate Schedule FT, Buyer shall reimburse Seller for any and all filing fees incurred as a result of Buyer's request for service under Seller's Rate Schedule FT, to the extent such fees are imposed upon Seller by the Federal Energy Regulatory Commission or any successor governmental authority having jurisdiction.

ARTICLE VI
MISCELLANEOUS

1. This Agreement supersedes and cancels as of the effective date hereof the following contract(s) between the parties hereto: April 30, 1995 Service Agreement

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.

SERVICE AGREEMENT
(Continued)

96 0830 000

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

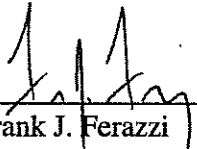
(a) If to Seller:
Transcontinental Gas Pipe Line Corporation
P. O. Box 1396
Houston, Texas 77251
Attention: Vice President - Customer Service

(b) If to Buyer:
City of Buford
95 Scott Street
Buford, Georgia 30518

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


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

TRANSCONTINENTAL GAS PIPE LINE
CORPORATION
(Seller)

By  _____
Frank J. Ferazzi
Vice President - Customer Service

*Mc
Sait
RWS*

CITY OF BUFORD, GEORGIA
(Buyer)

By  _____
President & General Manager
Municipal Gas Authority of Georgia
As Agent for the City

AG

SERVICE AGREEMENT
(Continued)

96-0830-000

Exhibit A

| Point(s) of Receipt | Maximum Daily Quantity at each Receipt Point (Mcf/d)²: | |
|--|---|-----------------------------|
| | Phase I | Phase II³ |
| The interconnection between the facilities of Seller and Seller's Mobile Bay Lateral near Butler in Choctaw County, Alabama. | 501 | 1,041 |

² These quantities do not include the additional quantities of gas to be retained by Seller for compressor fuel and line loss make-up. Therefore, Buyer shall also deliver or cause to be delivered at the receipt points such additional quantities of gas to be retained by Seller for compressor fuel and line loss make-up.

³ The stated quantity represents the combined quantities for Phase I and Phase II.

SERVICE AGREEMENT
(Continued)

96 0830 000

Exhibit B

| Point(s) of Delivery⁴ | Maximum daily Quantity at each Delivery Point (Mcf/d): | |
|---|---|-----------------------------|
| | Phase I | Phase II⁵ |
| The existing point(s) of interconnection between the facilities of Seller's mainline and the City of Buford at mile post 1083.42. | 501 | 1,041 |

⁴ Seller shall redeliver gas at Seller's available pipeline pressure.

⁵ The stated volume represents the combined quantities for Phase I and Phase II.

20 0522 000

Contract # 3,7190

SERVICE AGREEMENT

between

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

and

MUNICIPAL GAS AUTHORITY OF GEORGIA
AS AGENT FOR CITY OF BUFORD, GEORGIA

Dated
May 23, 2000

SERVICE AGREEMENT

THIS AGREEMENT entered into this 23rd day of May, 2000, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, AS AGENT FOR CITY OF BUFORD, GEORGIA, hereinafter referred to as "Buyer," second party,

WITNESSETH

WHEREAS, by order issued May 22, 2000 in Docket No. CP99-392-000, the Federal Energy Regulatory Commission has authorized Seller's SouthCoast Expansion Project (referred to as "SouthCoast"); and

WHEREAS, SouthCoast will add 204,099 Dt (at Seller's system BTU as of the date of this Agreement and as provided in Section 23 (b) of the General Terms and Conditions of Seller's FERC Gas Tariff) per day of incremental firm transportation capacity by a proposed in-service date of November 1, 2000; and

WHEREAS, Buyer has requested firm transportation service under SouthCoast and has executed with Seller a Precedent Agreement, dated February 9, 1999, as amended, for such service; and

WHEREAS, Seller is willing to provide the requested firm transportation for Buyer under SouthCoast pursuant to the terms of this Service Agreement and the Precedent Agreement.

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
GAS TRANSPORTATION SERVICE

1. Subject to the terms and provisions of this agreement and of Seller's Rate Schedule FT, Buyer agrees to deliver or cause to be delivered to Seller gas for transportation and Seller agrees to receive, transport and redeliver natural gas to Buyer or for the account of Buyer, on a firm basis, up to a Transportation Contract Quantity ("TCQ") of 3,105 dt per day.

2. Transportation service rendered hereunder shall not be subject to curtailment or interruption except as provided in Section 11 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)

SERVICE AGREEMENT (CONTINUED)

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

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

ARTICLE III POINT(S) OF DELIVERY

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

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

ARTICLE IV TERM OF AGREEMENT

This agreement shall be effective as of the later of November 1, 2000 or the date Seller's facilities necessary to provide service to Buyer under SouthCoast have been constructed and are ready for service, and shall remain in force and effect until 9:00 a.m. Central Clock Time November 1, 2015 and thereafter until terminated by Seller or Buyer upon at least one (1) year written notice; provided, however, this agreement shall terminate immediately and, subject to the receipt of necessary authorizations, if any, Seller may discontinue service hereunder if (a) Buyer, in Seller's reasonable judgment fails to demonstrate credit worthiness, and (b) Buyer fails to provide adequate security in accordance with Section 32 of the General Terms and Conditions of Seller's Volume No. 1 Tariff. As set forth in Section 8 of Article II of Seller's August 7, 1989 revised Stipulation and Agreement in Docket Nos. RP88-68 et.al., (a) pregranted abandonment under Section 284.221 (d) of the Commission's Regulations shall not apply to any long term conversions from firm sales service to transportation service under Seller's Rate Schedule FT and (b) Seller shall not exercise its right to terminate this service agreement as it applies to transportation service resulting from conversions from firm sales service so long as Buyer is willing to pay rates no less favorable than Seller is otherwise able to collect from third parties for such service.

ARTICLE V RATE SCHEDULE AND PRICE

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

2. Seller and Buyer agree that the quantity of gas that Buyer delivers or causes to be delivered to Seller shall include the quantity of gas retained by Seller for applicable compressor fuel, line loss make-up (and injection fuel under Seller's Rate Schedule GSS, if

SERVICE AGREEMENT (CONTINUED)

applicable) in providing the transportation service hereunder, which quantity may be changed from time to time and which will be specified in the currently effective Sheet No. 44 of Volume No. 1 of this Tariff which relates to service under this agreement and which is incorporated herein.

3. In addition to the applicable charges for firm transportation service pursuant to Section 3 of Seller's Rate Schedule FT, Buyer shall reimburse Seller for any and all filing fees incurred as a result of Buyer's request for service under Seller's Rate Schedule FT, to the extent such fees are imposed upon Seller by the Federal Energy Regulatory Commission or any successor governmental authority having jurisdiction.

ARTICLE VI
MISCELLANEOUS

1. This Agreement supersedes and cancels as of the effective date hereof the following contract(s) between the parties hereto:

None

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

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

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

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

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

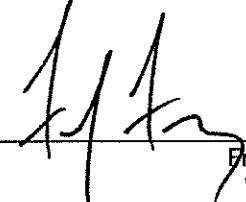
(b) If to Buyer:
Municipal Gas Authority of Georgia, as agent for City of Buford
104 TownPark Drive
Kennesaw, Georgia 30144
Attention: Arthur C. Corbin

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

SERVICE AGREEMENT (CONTINUED)

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

TRANSCONTINENTAL GAS PIPE LINE CORPORATION
(Seller)

By  _____
Frank J. Ferazzi
Vice President
Customer Service and Rates *CFH*

MUNICIPAL GAS AUTHORITY OF GEORGIA,
AS AGENT FOR THE CITY OF BUFORD
(Buyer)


By  _____
Arthur C. Corbin
President and General Manager

EXHIBIT A

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

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

EXHIBIT B

| <u>Point(s) of Delivery and Pressures²</u> | <u>Maximum Daily Quantity at each Delivery Pt. (Dt/d)³</u> |
|---|---|
| West Buford Meter Station, located at milepost 26.96 on Transco's Georgia extension in Gwinnett County, Georgia | 3,105 |

² Pressure(s) shall not be less than fifty (50) pounds per square inch gauge or at such other pressures as may be agreed upon in the day-to-day operations of Buyer and Seller.

³ Deliveries to or for the account of Shipper at the delivery point(s) shall be subject to the limits of the Delivery Point Entitlement ("DPE's") of the entities receiving the gas at the delivery points, as such DPE's are set forth in Transco's FERC Gas Tariff, as amended from time to time.

20 0522 000

EXHIBIT C

Specification of Negotiated Rate and Term

During the fifteen (15) year primary term of this Service Agreement, Buyer shall pay a negotiated monthly reservation rate of \$9.125 per dt, plus the electric power unit rate, all surcharges (except for the GRI surcharge) and fuel applicable from time to time to SouthCoast service under Rate Schedule FT.

99 0133 1002



Gas Pipelines - Transco
2800 Post Oak Boulevard (77056)
P.O. Box 1396
Houston, Texas 77251-1396
713/215-2000

December 3, 1999

Mr. Arthur C. Corbin
President and General Manager
Municipal Gas Authority of Georgia
104 TownPark Drive
Kennesaw, GA 30144

Re: Rate Agreement for Firm Transportation Service

Dear Arthur:

Transcontinental Gas Pipe Line Corporation ("Transco") and Municipal Gas Authority of Georgia, As Agent for City of Buford, Georgia ("Shipper") are parties to that certain Precedent Agreement, dated February, 9, 1999, pursuant to which Shipper has subscribed to 3,105 dt/d of firm transportation capacity on Transco's SouthCoast Expansion Project ("SouthCoast") from the receipt point to the delivery point specified therein ("Subject Firm Transportation Service"). Based on Shipper's representation that rate consideration is necessary in order to meet competitive market requirements, Transco and Shipper now desire to enter into this agreement to set forth the terms and conditions for a negotiated rate for such firm transportation service. Accordingly, for and in consideration of the mutual covenants set forth herein and in the Precedent Agreement, Transco and Shipper hereby agree as follows:

1. Rate. For the Subject Transportation Service, Shipper shall, upon execution of Transco's Rate Schedule FT Service Agreement for such service, elect to pay either (a) the maximum reservation rate, including the electric power unit rate and all applicable charges, surcharges and fuel applicable from time to time, for SouthCoast service under Rate Schedule FT ("Recourse Rate"), or (b) a negotiated monthly reservation rate of \$9.125 per dt plus the electric power unit rate, all applicable surcharges (except for the GRI surcharge) and fuel applicable from time to time to SouthCoast service under Rate Schedule FT.
2. Rate Design. Shipper acknowledges that the initial Recourse Rate shall be designed based on the straight fixed variable rate design methodology, and Shipper shall not oppose before the Federal Energy Regulatory Commission ("FERC") or otherwise Transco's use of such methodology in designing the initial Recourse Rate or subsequent changes to the Recourse Rate. Transco shall have

the unilateral right to propose, file and make effective revisions to the Recourse Rate and rate design for the Recourse Rate.

3. FERC Proceedings. If Shipper elects the Negotiated Rate, (a) Transco shall not file or cause to be filed with the FERC under Section 4 of the Natural Gas Act ("NGA") to seek to modify the Negotiated Rate and (b) Shipper shall not 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, relating to the Negotiated Rate.
4. Term. This agreement shall be effective as of the date first above written and shall terminate at the expiration of the fifteen (15) year primary term of the Rate Schedule FT Service Agreement executed by Transco and Shipper for the Subject Firm Transportation Service.
5. Notice for Election. Unless otherwise directed by Transco, the election to be made by Shipper pursuant to Paragraph 1 above shall be made in writing and sent by personal delivery, telecopier or registered or certified mail (postage prepaid) to the following address:

Transcontinental Gas Pipe Line Corporation
2800 Post Oak Boulevard
Houston, Texas 77056
Telecopier: 713-215-2549
Attention: Vice President, Customer Service and Rates
6. Laws and Governmental Authorities. This agreement and the obligation of the parties hereunder are subject to all applicable laws, orders, rules and regulations of the FERC and other governmental authorities having jurisdiction, and in the event of conflict, such laws, orders, rules and regulations shall control.
7. Waiver. No waiver by either party of any breach by the other party in the performance of any condition, provision or requirement herein shall be or deemed to be a waiver of, or in any manner release the other party from, performance of any other condition, provision or requirement herein or future performance of the same condition, provision or requirement.
8. Assignment. Any individual or entity which shall succeed by purchase, merger or consolidation of the properties of Transco or Shipper shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this agreement. Either party, may without prior consent of the other Party, pledge, mortgage or assign its rights hereunder as security for its indebtedness; otherwise, any assignment of this agreement or any of the rights and obligations hereunder

shall be void and of no force or effect unless the assigning Party first obtains the consent thereto in writing of the other Party. With respect to the foregoing sentence, Shipper and Transco hereby agree to execute and deliver to any pledgee or mortgagee of the other Party a consent to assignment to the extent such consent does not materially alter any of the terms and conditions of this agreement. Any assignment hereof shall be subject to the receipt and acceptance by Transco of any necessary regulatory or subject to the receipt and acceptance by Transco of any necessary regulatory or governmental authorizations. This agreement shall be binding upon and shall inure to the benefit of the respective authorized successors and assigns.

9. Confidentiality. Shipper shall not disclose or communicate the substance or terms of this agreement, (and shall cause its employees, agents and representatives not to disclose or communicate the substance or terms of this agreement) to any other person without the prior written consent of Transco; provided, however, that Shipper may disclose the terms of this agreement as required by law, order, directive, rule or regulation of any duly constituted governmental or other regulatory body or official having jurisdiction; provided further, that Shipper shall not make such disclosure or communication without first giving Transco two (2) working days prior written notice of same, unless otherwise required by such law, order directive, rule or regulation. Notwithstanding the foregoing, Transco and Shipper acknowledge that the Negotiated Rate and the terms relating thereto will be specified in either the SouthCoast Service Agreement between Transco and Shipper or in a tariff sheet setting forth the FERC-required information pertaining to the Negotiated Rate, and in either case will be filed with the FERC prior to the in-service date of SouthCoast.
10. Choice of Law. This agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, any conflict of laws rules or principles which might require the application of the laws of another jurisdiction.

99 0133 002

Negotiated Rate Agreement for Firm Transportation Service
December 3, 1999
Page 4

99 0133 002

In witness of the foregoing, please have a duly authorized representative of Shipper execute this agreement in the space provided below.

Very truly yours,

TRANSCONTINENTAL GAS PIPE LINE
CORPORATION

By: _____

[Signature]
Frank J. Ferazzi
Vice President
Customer Service and Rates

[Handwritten initials]
JW
SFT
A93

ACCEPTED AND AGREED TO AS
OF THE DATE FIRST ABOVE WRITTEN:

MUNICIPAL GAS AUTHORITY OF GEORGIA,
AS AGENT FOR CITY OF BUFORD, GEORGIA

By: *Arthur C. Corbin*
Arthur C. Corbin
President and General Manager

22-0200 000

Contract # 4.2065

SERVICE AGREEMENT

between

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

and

**MUNICIPAL GAS AUTHORITY OF GEORGIA
AS AGENT FOR CITY OF BUFORD, GEORGIA**

Dated
April 19, 2001

SERVICE AGREEMENT

THIS AGREEMENT entered into this 4th day of May, 2001, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, AS AGENT FOR CITY OF BUFORD, GEORGIA, hereinafter referred to as "Buyer," second party,

WITNESSETH

WHEREAS, by order issued March 29, 2001 in Docket No. CPOO-165-000, the Federal Energy Regulatory Commission has authorized Seller's Sundance Expansion Project (referred to as "Sundance"); and

WHEREAS, Sundance will add 236,383 Dt (at Seller's system BTU as of the date of this Agreement and as provided in Section 23 (b) of the General Terms and Conditions of Seller's FERC Gas Tariff) per day of incremental firm transportation capacity by a proposed in-service date of May 1, 2002; and

WHEREAS, Buyer has requested firm transportation service under Sundance and has executed with Seller a Precedent Agreement, dated January 18, 2000; and

WHEREAS, Seller is willing to provide the requested firm transportation for Buyer under Sundance pursuant to the terms of this Service Agreement and the Precedent Agreement.

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
GAS TRANSPORTATION SERVICE

1. Subject to the terms and provisions of this agreement and of Seller's Rate Schedule FT, Buyer agrees to deliver or cause to be delivered to Seller gas for transportation and Seller agrees to receive, transport and redeliver natural gas to Buyer or for the account of Buyer, on a firm basis, up to a Transportation Contract Quantity ("TCQ") of 2,588 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

SERVICE AGREEMENT (CONTINUED)

hereunder, is from time to time increased or decreased, then the maximum allowable pressure(s) of the gas delivered or caused to be delivered by Buyer to Seller at the point(s) of receipt shall be correspondingly increased or decreased upon written notification of Seller to Buyer. The point(s) of receipt for natural gas received for transportation pursuant to this agreement shall be:

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

ARTICLE III POINT (S) OF DELIVERY

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

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

ARTICLE IV TERM OF AGREEMENT

This agreement shall be effective as of the later of May 1, 2002 or the date Seller's facilities necessary to provide service to Buyer under Sundance have been constructed and are ready for service, and shall remain in force and effect until 9:00 a.m. Central Clock Time May 1, 2017 and thereafter until terminated by Seller or Buyer upon at least one (1) year written notice; provided, however, this agreement shall terminate immediately and, subject to the receipt of necessary authorizations, if any, Seller may discontinue service hereunder if (a) Buyer, in Seller's reasonable judgment fails to demonstrate credit worthiness, and (b) Buyer fails to provide adequate security in accordance with Section 32 of the General Terms and Conditions of Seller's Volume No. 1 Tariff. As set forth in Section 8 of Article II of Seller's August 7, 1989 revised Stipulation and Agreement in Docket Nos. RP88-68 et.al., (a) pregranted abandonment under Section 284.221 (d) of the Commission's Regulations shall not apply to any long term conversions from firm sales service to transportation service under Seller's Rate Schedule FT and (b) Seller shall not exercise its right to terminate this service agreement as it applies to transportation service resulting from conversions from firm sales service so long as Buyer is willing to pay rates no less favorable than Seller is otherwise able to collect from third parties for such service.

ARTICLE V RATE SCHEDULE AND PRICE

1. Buyer shall pay Seller for natural gas delivered to Buyer hereunder in accordance with Seller's Rate Schedule FT for Sundance service 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.

SERVICE AGREEMENT (CONTINUED)

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

3. In addition to the applicable charges for firm transportation service pursuant to Section 3 of Seller's Rate Schedule FT, Buyer shall reimburse Seller for any and all filing fees incurred as a result of Buyer's request for service under Seller's Rate Schedule FT, to the extent such fees are imposed upon Seller by the Federal Energy Regulatory Commission or any successor governmental authority having jurisdiction.

ARTICLE VI MISCELLANEOUS

1. This Agreement supersedes and cancels as of the effective date hereof the following contract(s) between the parties hereto:

None

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

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

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

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

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

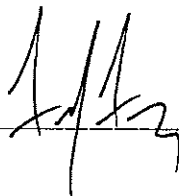
(b) If to Buyer:
Municipal Gas Authority of Georgia, as agent for City of Buford
104 TownPark Drive
Kennesaw, Georgia 30144
Attention: Arthur C. Corbin

SERVICE AGREEMENT (CONTINUED)

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


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

TRANSCONTINENTAL GAS PIPE LINE CORPORATION
(Seller)

By  _____
Frank J. Ferazzi
Vice President
Customer Service and Rates

CA
RND
PKL
VCC

MUNICIPAL GAS AUTHORITY OF GEORGIA,
AS AGENT FOR CITY OF BUFORD
(Buyer)

By  _____
Arthur C. Corbin
President and General Manager

SERVICE AGREEMENT (CONTINUED)

EXHIBIT A

| <u>Point(s) of Receipt</u> | <u>Maximum Daily Quantity at each Receipt Pt. (Dt/d)¹</u> |
|---|--|
| Point of interconnection between Transco's mainline system and Destin Pipeline at milepost 756.860 in Clarke County, MS | 2,588 |

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

SERVICE AGREEMENT (CONTINUED)

EXHIBIT B

| <u>Point(s) of Delivery and Pressures²</u> | <u>Maximum Daily Quantity at each Delivery Pt. (Dt/d)³</u> |
|--|---|
| Buford Meter Station, located at milepost 1083.42 on Transco's main transmission line in Walton County, GA | 2,588 |

² Pressure(s) shall not be less than fifty (50) pounds per square inch gauge or at such other pressures as may be agreed upon in the day-to-day operations of Buyer and Seller.

³ Deliveries to or for the account of Shipper at the delivery point(s) shall be subject to the limits of the Delivery Point Entitlement ("DPE's") of the entities receiving the gas at the delivery points, as such DPE's are set forth in Transco's FERC Gas Tariff, as amended from time to time.

SERVICE AGREEMENT (CONTINUED)

EXHIBIT C

Specification of Negotiated Rate and Term

During the fifteen (15) year primary term of this Service Agreement, Buyer shall pay a negotiated monthly reservation rate of \$7.6042 per dt, plus the electric power unit rate, all surcharges (except for the GRI surcharge) and fuel applicable from time to time to Sundance service under Rate Schedule FT.

January 5, 2000



20-0152 001

Mr. Eric Groom
City Of Buford
104 Park Town Drive
Kennesaw, GA 30144

GAS PIPELINE - Transco
2800 Post Oak Boulevard (77056)
P.O. Box 1396
Houston, Texas 77251-1396
713/215-2000

Re: Rate Agreement for Firm Transportation Service

Dear Eric:

Transcontinental Gas Pipe Line Corporation ("Transco") and City Of Buford ("Shipper") are parties to that certain Precedent Agreement, dated January 18, 2000, pursuant to which Shipper has subscribed to 2,588 dt/d of firm transportation capacity on Transco's Sundance Expansion Project ("Sundance") from the receipt point to the delivery point specified therein ("Subject Firm Transportation Service"). Based on Shipper's representation that rate consideration is necessary in order to meet competitive market requirements, Transco and Shipper now desire to enter into this agreement to set forth the terms and conditions for a negotiated rate for such firm transportation service. Accordingly, for and in consideration of the mutual covenants set forth herein and in the Precedent Agreement, Transco and Shipper hereby agree as follows:

1. Rate. For the Subject Transportation Service, Shipper shall, upon execution of Transco's Rate Schedule FT Service Agreement for such service, elect to pay either (a) the maximum reservation rate, including the electric power unit rate, plus all applicable charges, surcharges and fuel applicable from time to time, for Sundance service under Rate Schedule FT ("Recourse Rate"), or (b) a negotiated monthly reservation rate of \$7.6042 per dt plus the electric power unit rate, all applicable surcharges (except for the GRI surcharge) and fuel applicable from time to time to Sundance service under Rate Schedule FT.
2. Rate Design. Shipper acknowledges that the initial Recourse Rate shall be designed based on the straight fixed variable rate design methodology, and Shipper shall not oppose before the Federal Energy Regulatory Commission ("FERC") or otherwise Transco's use of such methodology in designing the initial Recourse Rate or subsequent changes to the Recourse Rate. Transco shall have the unilateral right to propose, file and make effective revisions to the Recourse Rate and rate design for the Recourse Rate.
3. FERC Proceedings. If Shipper elects the Negotiated Rate, (a) Transco shall not file or cause to be filed with the FERC under Section 4 of the Natural Gas Act ("NGA") to seek to modify the Negotiated Rate and (b) Shipper shall not 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, relating to the Negotiated Rate.

4. Term. This agreement shall be effective as of the date first above written and shall terminate at the expiration of the fifteen (15) year primary term of the Rate Schedule FT Service Agreement executed by Transco and Shipper for the Subject Firm Transportation Service.
5. Notice for Election. Unless otherwise directed by Transco, the election to be made by Shipper pursuant to Paragraph 1 above shall be made in writing and sent by personal delivery, telecopier or registered or certified mail (postage prepaid) to the following address:

Transcontinental Gas Pipe Line Corporation
2800 Post Oak Boulevard
Houston, Texas 77056
Telecopier: 713-215-2549
Attention: Vice President, Customer Service and Rates
6. Laws and Governmental Authorities. This agreement and the obligation of the parties hereunder are subject to all applicable laws, orders, rules and regulations of the FERC and other governmental authorities having jurisdiction, and in the event of conflict, such laws, orders, rules and regulations shall control.
7. Waiver. No waiver by either party of any breach by the other party in the performance of any condition, provision or requirement herein shall be or deemed to be a waiver of, or in any manner release the other party from, performance of any other condition, provision or requirement herein or future performance of the same condition, provision or requirement.
8. Assignment. Any individual or entity which shall succeed by purchase, merger or consolidation of the properties of Transco or Shipper shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this agreement. Either party, may without prior consent of the other Party, pledge, mortgage or assign its rights hereunder as security for its indebtedness; otherwise, any assignment of this agreement or any of the rights and obligations hereunder shall be void and of no force or effect unless the assigning Party first obtains the consent thereto in writing of the other Party. With respect to the foregoing sentence, Shipper and Transco hereby agree to execute and deliver to any pledgee or mortgagee of the other Party a consent to assignment to the extent such consent does not materially alter any of the terms and conditions of this agreement. Any assignment hereof shall be subject to the receipt and acceptance by Transco of any necessary regulatory or subject to the receipt and acceptance by Transco of any necessary regulatory or governmental authorizations. This agreement shall be binding upon and shall inure to the benefit of the respective authorized successors and assigns.

9. Confidentiality. Shipper shall not disclose or communicate the substance or terms of this agreement, (and shall cause its employees, agents and representatives not to disclose or communicate the substance or terms of this agreement) to any other person without the prior written consent of Transco; provided, however, that Shipper may disclose the terms of this agreement as required by law, order, directive, rule or regulation of any duly constituted governmental or other regulatory body or official having jurisdiction; provided further, that Shipper shall not make such disclosure or communication without first giving Transco two (2) working days prior written notice of same, unless otherwise required by such law, order directive, rule or regulation. Notwithstanding the foregoing, Transco and Shipper acknowledge that the Negotiated Rate and the terms relating thereto will be specified in either the Sundance Service Agreement between Transco and Shipper or in a tariff sheet setting forth the FERC-required information pertaining to the Negotiated Rate, and in either case will be filed with the FERC prior to the in-service date of Sundance.

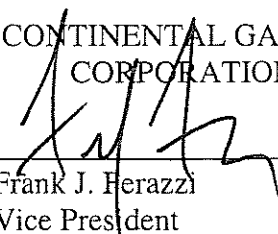
10. Choice of Law. This agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, any conflict of laws rules or principles which might require the application of the laws of another jurisdiction.

In witness of the foregoing, please have a duly authorized representative of Shipper execute this agreement in the space provided below.

Very truly yours,

TRANSCONTINENTAL GAS PIPE LINE
CORPORATION

By: _____


Frank J. Herazzi
Vice President
Customer Service and Rates

DA *llw* DC

ACCEPTED AND AGREED TO AS
OF THE DATE FIRST ABOVE WRITTEN:

CITY OF BUFORD

By: Arthur C. Corbin Jr

21 0548 003

Contract # 9002596

~~21 0547.000~~

SERVICE AGREEMENT

between

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

and

MUNICIPAL GAS AUTHORITY OF GEORGIA
AS AGENT FOR CITY OF BUFORD, GEORGIA

Dated
March 11, 2002

SERVICE AGREEMENT

THIS AGREEMENT entered into this 30th day of March, 2002, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, AS AGENT FOR CITY OF BUFORD, GEORGIA, hereinafter referred to as "Buyer," second party,

WITNESSETH

WHEREAS, by order issued February 14, 2002 in Docket No. CP01-388, the Federal Energy Regulatory Commission has authorized Seller's Momentum Expansion Project (referred to as "Momentum"); and

WHEREAS, Momentum will add 358,898 Dt (at Seller's system BTU as of the date of this Agreement and as provided in Section 23 (b) of the General Terms and Conditions of Seller's FERC Gas Tariff) per day of incremental firm transportation capacity by a proposed in-service date of May 1, 2003; and

WHEREAS, Buyer has requested firm transportation service under Momentum and has executed with Seller a Precedent Agreement, dated February 21, 2001, as amended, for such service; and

WHEREAS, Seller is willing to provide the requested firm transportation for Buyer under Momentum pursuant to the terms of this Service Agreement and the Precedent Agreement.

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
GAS TRANSPORTATION SERVICE

1. Subject to the terms and provisions of this agreement and of Seller's Rate Schedule FT, Buyer agrees to deliver or cause to be delivered to Seller gas for transportation and Seller agrees to receive, transport and redeliver natural gas to Buyer or for the account of Buyer, on a firm basis, up to a Transportation Contract Quantity ("TCQ") of 4,140 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:

SERVICE AGREEMENT (CONTINUED)

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

ARTICLE III POINT (S) OF DELIVERY

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

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

ARTICLE IV TERM OF AGREEMENT

This agreement shall be effective as of the later of May 1, 2003 or the date Seller's facilities necessary to provide service to Buyer under Momentum have been constructed and are ready for service, and shall remain in force and effect until 9:00 a.m. Central Clock Time May 01, 2018 and thereafter until terminated by Seller or Buyer upon at least one (1) year written notice; provided, however, this agreement shall terminate immediately and, subject to the receipt of necessary authorizations, if any, Seller may discontinue service hereunder if (a) Buyer, in Seller's reasonable judgment fails to demonstrate credit worthiness, and (b) Buyer fails to provide adequate security in accordance with Section 32 of the General Terms and Conditions of Seller's Volume No. 1 Tariff. As set forth in Section 8 of Article II of Seller's August 7, 1989 revised Stipulation and Agreement in Docket Nos. RP88-68 et.al, (a) pregranted abandonment under Section 284.221 (d) of the Commission's Regulations shall not apply to any long term conversions from firm sales service to transportation service under Seller's Rate Schedule FT and (b) Seller shall not exercise its right to terminate this service agreement as it applies to transportation service resulting from conversions from firm sales service so long as Buyer is willing to pay rates no less favorable than Seller is otherwise able to collect from third parties for such service.

ARTICLE V RATE SCHEDULE AND PRICE

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

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

SERVICE AGREEMENT (CONTINUED)

3. In addition to the applicable charges for firm transportation service pursuant to Section 3 of Seller's Rate Schedule FT, Buyer shall reimburse Seller for any and all filing fees incurred as a result of Buyer's request for service under Seller's Rate Schedule FT, to the extent such fees are imposed upon Seller by the Federal Energy Regulatory Commission or any successor governmental authority having jurisdiction.

ARTICLE VI
MISCELLANEOUS

1. This Agreement supersedes and cancels as of the effective date hereof the following contract(s) between the parties hereto:

None

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

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

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

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

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

(b) If to Buyer:
Municipal Gas Authority of Georgia, as agent for City of Buford
104 TownPark Drive
Kennesaw, Georgia 30144
Attention: Arthur C. Corbin


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

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

21 0548 003

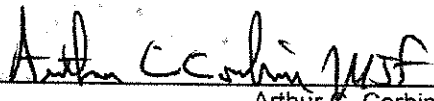
SERVICE AGREEMENT (CONTINUED)

TRANSCONTINENTAL GAS PIPE LINE CORPORATION
(Seller)

By  _____
Frank J. Ferazzi
Vice President
Customer Service and Rates

Handwritten initials

MUNICIPAL GAS AUTHORITY OF GEORGIA,
AS AGENT FOR CITY OF BUFORD
(Buyer)

By  _____
Arthur C. Corbin
President and General Manager

SERVICE AGREEMENT (CONTINUED)

EXHIBIT A

Point(s) of Receipt

Maximum Daily Quantity
at each Receipt Pt. (Dt/d)¹

Point of interconnection between Transco's
mainline system and Destin Pipeline at
milepost 756.860 in Clarke County, MS

4,140

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

SERVICE AGREEMENT (CONTINUED)

EXHIBIT B

| <u>Point(s) of Delivery and Pressures²</u> | <u>Maximum Daily Quantity at each Delivery Pt. (Dt/d)³</u> |
|--|---|
| Buford Meter Station, located at milepost 1083.42 on Transco's main transmission line in Walton County, GA | 4,140 |

² Pressure(s) shall not be less than fifty (50) pounds per square inch gauge or at such other pressures as may be agreed upon in the day-to-day operations of Buyer and Seller.

³ Deliveries to or for the account of Shipper at the delivery point(s) shall be subject to the limits of the Delivery Point Entitlement ("DPE's") of the entities receiving the gas at the delivery points, as such DPE's are set forth in Transco's FERC Gas Tariff, as amended from time to time.

SERVICE AGREEMENT (CONTINUED)

EXHIBIT C

Specification of Negotiated Rate and Term

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

May 8, 2001



Mr. Tom Blumenstein
Municipal Gas Authority of Georgia
as agent for City of Buford, GA.
104 Park Town Drive
Kennesaw, GA 30144

Gas Pipelines - Transco
2800 Post Oak Boulevard (77056)
P.O. Box 1396
Houston, Texas 77251-1396
713/215-2000

Re: Rate Agreement for Firm Transportation Service

Gentlemen:

Transcontinental Gas Pipe Line Corporation ("Transco") and Municipal Gas Authority of Georgia, as agent for City of Buford, Georgia ("Shipper") are parties to that certain Precedent Agreement, dated Jul. 21, 2001, pursuant to which Shipper has subscribed to 2,070 dt/d of firm transportation capacity on Transco's Momentum Expansion Project ("Momentum") from the receipt point to the delivery point specified therein ("Subject Firm Transportation Service"). Based on Shipper's representation that rate consideration is necessary in order to meet competitive market requirements, Transco and Shipper now desire to enter into this agreement to set forth the terms and conditions for a negotiated rate for such firm transportation service. Accordingly, for and in consideration of the mutual covenants set forth herein and in the Precedent Agreement, Transco and Shipper hereby agree as follows:

1. Rate. For the Subject Firm Transportation Service, Shipper shall, upon execution of Transco's Rate Schedule FT Service Agreement for such service, elect to pay either (a) the maximum reservation rate, including the electric power unit rate and all applicable charges, surcharges and fuel applicable from time to time, for Momentum service under Rate Schedule FT ("Recourse Rate"), or (b) a negotiated monthly reservation rate of \$7.300 per dt plus the electric power unit rate, all applicable surcharges (except for the GRI surcharge) and fuel applicable from time to time to Momentum service under Rate Schedule FT ("Negotiated Rate").
2. Rate Design. Shipper acknowledges that the initial Recourse Rate shall be designed based on the straight fixed variable rate design methodology, and Shipper shall not oppose before the Federal Energy Regulatory Commission ("FERC") or otherwise Transco's use of such methodology in designing the initial Recourse Rate or subsequent changes to the Recourse Rate. Transco shall have the unilateral right to propose, file and make effective revisions to the Recourse Rate and rate design for the Recourse Rate.
3. FERC Proceedings. If Shipper elects the Negotiated Rate, (a) Transco shall not file or cause to be filed with the FERC under Section 4 of the Natural Gas Act ("NGA") to seek to modify the Negotiated Rate and (b) Shipper shall not 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, relating to the Negotiated Rate.

4. Term. This agreement shall be effective as of the date first above written and shall terminate at the expiration of the fifteen (15) year primary term of the Rate Schedule FT Service Agreement executed by Transco and Shipper for the Subject Firm Transportation Service.
5. Notice for Election. Unless otherwise directed by Transco, the election to be made by Shipper pursuant to Paragraph 1 above shall be made in writing and sent by personal delivery, telecopier or registered or certified mail (postage prepaid) to the following address:

Transcontinental Gas Pipe Line Corporation
2800 Post Oak Boulevard
Houston, Texas 77056
Telecopier: 713-215-2549
Attention: Vice President, Customer Service and Rates
6. Laws and Governmental Authorities. This agreement and the obligation of the parties hereunder are subject to all applicable laws, orders, rules and regulations of the FERC and other governmental authorities having jurisdiction, and in the event of conflict, such laws, orders, rules and regulations shall control.
7. Waiver. No waiver by either party of any breach by the other party in the performance of any condition, provision or requirement herein shall be or deemed to be a waiver of, or in any manner release the other party from, performance of any other condition, provision or requirement herein or future performance of the same condition, provision or requirement.
8. Assignment. Any individual or entity which shall succeed by purchase, merger or consolidation of the properties of Transco or Shipper shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this agreement. Either party may, without prior consent of the other Party, pledge, mortgage or assign its rights hereunder to any entity as security for its indebtedness, provided that such entity meets Transco's creditworthiness requirements; otherwise, any assignment of this agreement or any of the rights and obligations hereunder shall be void and of no force or effect unless the assigning Party first obtains the consent thereto in writing of the other Party. With respect to the foregoing sentence, Shipper and Transco hereby agree to execute and deliver to any pledgee or mortgagee of the other Party a consent to assignment to the extent such consent does not alter any of the terms and conditions of this agreement. Any assignment hereof shall be subject to the

receipt and acceptance by Transco of any necessary regulatory or governmental authorizations. This agreement shall be binding upon and shall inure to the benefit of the respective authorized successors and assigns.

9. Confidentiality. Shipper shall not disclose or communicate the existence, substance or terms of this agreement (and shall cause its employees, agents and representatives not to disclose or communicate the existence, substance or terms of this agreement) to any other person without the prior written consent of Transco; provided, however, that Shipper may disclose the existence, substance or terms of this agreement as required by law, order, directive, rule or regulation of any duly constituted governmental or other regulatory body or official having jurisdiction; provided further, that Shipper shall not make such disclosure or communication without first giving Transco two (2) working days prior written notice of same, unless otherwise required by such law, order directive, rule or regulation. Notwithstanding the foregoing, Transco and Shipper acknowledge that the Negotiated Rate and the terms relating thereto will be specified in either the Momentum Service Agreement between Transco and Shipper or in a tariff sheet setting forth the FERC-required information pertaining to the Negotiated Rate, and in either case will be filed with the FERC prior to the in-service date of Momentum.

10. CHOICE OF LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING, HOWEVER, ANY CONFLICT OF LAWS RULES OR PRINCIPLES WHICH MIGHT REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

In witness of the foregoing, please have a duly authorized representative of Shipper execute this agreement in the space provided below.

Very truly yours,

TRANSCONTINENTAL GAS PIPE LINE
CORPORATION

By: _____

Frank J. Ferazzi
Vice President
Customer Service and Rates

gfr
SAT
MA
JK

ACCEPTED AND AGREED TO AS
OF THE DATE FIRST ABOVE WRITTEN:

MUNICIPAL GAS AUTHORITY OF GEORGIA,
AS AGENT FOR CITY OF BUFORD, GEORGIA

By: Arthur C. Corbin

Name: Arthur C. Corbin
Title: President & General Manager

96:0720:000

SERVICE AGREEMENT

between

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

and

PIEDMONT NATURAL GAS COMPANY, INC.

SERVICE AGREEMENT

96.0720 000

THIS AGREEMENT entered into this 25 day of June, 1996, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and PIEDMONT NATURAL GAS COMPANY, INC. hereinafter referred to as "Buyer," second party,

WITNESSETH

WHEREAS, by order issued December 21, 1994, in Docket No. CP94-109, the Federal Energy Regulatory Commission ("Commission") authorized Seller's 1995/1996 Southeast Expansion Project (referred to as "SE95/96"), and by order issued February 5, 1996, in the same proceeding, the Commission authorized certain modifications to Phase II of SE95/96; and

WHEREAS, SE95/96 is being constructed in two phases -- Phase I added the dekatherm equivalent of 115,000 Mcf of gas per day of incremental firm transportation capacity in December 1995, and Phase II, as amended, will add the dekatherm equivalent of 55,000 Mcf of gas per day of incremental firm transportation capacity by a proposed in-service date of November 1, 1996; and

WHEREAS, Seller and Buyer have executed (i) a Precedent Agreement, dated October 26, 1993, for firm transportation service under SE95/96, (ii) a Service Agreement, dated April 30, 1995 (hereinafter referred to as the "April 30, 1995 Service Agreement"), under Seller's Rate Schedule FT for such firm transportation service, and (iii) a letter agreement, dated May 22, 1995, for additional firm transportation service under Phase II to be made available as a result of the modifications to the SE95/96 facilities; and

WHEREAS, the parties now desire to enter into this agreement to incorporate the additional firm transportation service for Buyer under Phase II and to supersede and terminate the April 30, 1995 Service Agreement.

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
GAS TRANSPORTATION SERVICE

1. Subject to the terms and provisions of this agreement and of Seller's Rate Schedule FT, Buyer agrees to deliver or cause to be delivered to Seller gas for transportation and Seller agrees to receive, transport and redeliver natural gas to Buyer or for the account of Buyer, on a firm basis, up to the dekatherm equivalent of a Transportation Contract Quantity ("TCQ") of 75,213 Mcf per day from November 1, 1995 to October 31, 1996, and up to the dekatherm

SERVICE AGREEMENT
(Continued)

equivalent of 103,509 Mcf per day from November 1, 1996 through the remaining term of this agreement.¹

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 Volume No. 1 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

1. This agreement shall be effective as of the later of November 1, 1995 or the date Seller's facilities necessary to provide service to Buyer under Phase I of SE95/96 have been constructed and are ready for service, and shall remain in force and effect for a primary term of twenty (20) years from and after such effective date and year to year thereafter until terminated

¹ Buyer and Seller agree that the commencement of service hereunder up to the stated TCQ amounts shall be subject to the completion of construction and placement into service of Seller's facilities necessary to provide firm transportation service to Buyer pursuant to the authorizations issued by the FERC in Docket No. CP94-109. Seller shall notify Buyer as soon as reasonably practicable as the additional authorized facilities are constructed and ready for placement into service.

SERVICE AGREEMENT
(Continued)

after such primary term by Seller or Buyer upon at least two (2) years written prior notice to the other party; 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 Seller's Rate Schedule FT.

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.

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

3. In addition to the applicable charges for firm transportation service pursuant to Section 3 of Seller's Rate Schedule FT, Buyer shall reimburse Seller for any and all filing fees incurred as a result of Buyer's request for service under Seller's Rate Schedule FT, to the extent such fees are imposed upon Seller by the Federal Energy Regulatory Commission or any successor governmental authority having jurisdiction.

ARTICLE VI
MISCELLANEOUS

1. This Agreement supersedes and cancels as of the effective date hereof the following contract(s) between the parties hereto: April 30, 1995 Service Agreement

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.

SERVICE AGREEMENT
(Continued)

96-0720-000

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


(a) If to Seller:
Transcontinental Gas Pipe Line Corporation
P. O. Box 1396
Houston, Texas 77251
Attention: Vice President - Customer Service

(b) If to Buyer:
Piedmont Natural Gas Company, Inc.
1915 Rexford Road
Charlotte, North Carolina 28211

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


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

TRANSCONTINENTAL GAS PIPE LINE
CORPORATION
(Seller)

By 
Frank J. Ferazzi
Vice President - Customer Service

*ok
SHT
RWS*

PIEDMONT NATURAL GAS COMPANY, INC.
(Buyer)

By  *ETW*
SVA Gas Supply & Services

SERVICE AGREEMENT
(Continued)

96-0720:000

Exhibit A

| Point(s) of Receipt | Maximum Daily Quantity at each Receipt Point (Mcf/d) ² : | |
|--|--|-----------------------|
| | Phase I | Phase II ³ |
| The interconnection between the facilities of Seller and Seller's Mobile Bay Lateral near Butler in Choctaw County, Alabama. | 75,213 | 103,509 |

² These quantities do not include the additional quantities of gas to be retained by Seller for compressor fuel and line loss make-up. Therefore, Buyer shall also deliver or cause to be delivered at the receipt points such additional quantities of gas to be retained by Seller for compressor fuel and line loss make-up.

³ The stated quantity represents the combined quantities for Phase I and Phase II.

SERVICE AGREEMENT
(Continued)

Exhibit B

9610720000

| Point(s) of Delivery ⁴ | Maximum daily Quantity at each Delivery Point (Mcf/d): | |
|---|--|-----------------------|
| | Phase I | Phase II ⁵ |
| Woodruff Meter Station, located at milepost 1198.97 on Seller's main transmission line, Spartanburg County, South Carolina. | 6,024 | 9,024 |
| Charlotte Meter Station, located at milepost 1287.10 on Seller's main transmission line in Iredell County, North Carolina. | 21,315 | 35,634 |
| Cardinal Meter Station, located at milepost 1369.50 on Seller's main transmission line, Rockingham County, North Carolina. | 12,211 | 23,188 |
| Hickory Meter Station, located at milepost 1269.23 on Seller's main transmission line, Stanley, North Carolina. | 35,663 | 35,663 |

⁴ Seller shall redeliver gas at Seller's available pipeline pressure.

⁵ The stated volume represents the combined quantities for Phase I and Phase II.

RECEIVED

04 AUG 10 AM 7:

CORPORATE REC.

AMENDMENT TO SERVICE AGREEMENTS

THIS AMENDMENT ("Amendment") entered into this 30 day of June²⁰⁰⁴ by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as Seller, first party, and PIEDMONT NATURAL GAS COMPANY, INC., hereinafter referred to as Buyer, second party.

WITNESSETH:

WHEREAS, Seller and Buyer entered into that certain Service Agreement dated June 25, 1996 under Seller's Rate Schedule FT pursuant to which Seller provides firm transportation service for Buyer of a Transportation Contract Quantity of 107,132 dt (Seller's Contract No. 1012026), and Seller and Buyer entered into that certain Service Agreement dated June 6, 1996 under Seller's Rate Schedule FT pursuant to which Seller provides firm transportation service for Buyer of a Transportation Contract Quantity of 21,222 dt (Seller's Contract No. 1009774), and Seller and Buyer entered into that certain Service Agreement dated June 6, 1996 under Seller's Rate Schedule FT pursuant to which Seller provides firm transportation service for Buyer of a Transportation Contract Quantity of 607 dt (Seller's Contract No. 1009773), and Seller and Buyer entered into that certain Service Agreement dated April 30, 1995 under Seller's Rate Schedule FT pursuant to which Seller provides firm transportation service for Buyer of a Transportation Contract Quantity of 524 dt (Seller's Contract No. 1015765) (such Service Agreements hereinafter referred to individually as "Service Agreement #1012026", "Service Agreement #1009774", "Service Agreement #1009773", and "Service Agreement #1015765", respectively, and collectively as the "Service Agreements"); and

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

WHEREAS, Buyer has requested consolidation of the Service Agreements, and Seller has determined that such consolidation is permitted under Section 22; and

WHEREAS, Seller and Buyer have agreed to accomplish that consolidation by amending Service Agreement #1012026 to include Buyer's Transportation Contract Quantity from Service Agreement #1009774, Service Agreement #1009773 and Service Agreement #1015765, and terminating Service Agreement #1009774, Service Agreement #1009773 and Service Agreement #1015765, all to be effective on July 1, 2004.

NOW, THEREFORE, Seller and Buyer agree as follows:

1. Effective 9:00 a.m. Central Clock Time on July 1, 2004, Article I of Service Agreement #1012026 is hereby deleted in its entirety and replaced by the following:

“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 129,485 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 Volume No. 1 FERC Gas Tariff.”

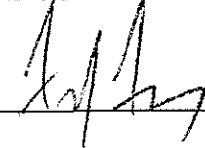
2. Except as specifically amended hereby, all of the terms and conditions of Service Agreement #1012026 shall remain in full force and effect.

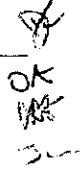
3. Effective 9:00 a.m. Central Clock Time on July 1, 2004, Service Agreement #1009774, Service Agreement #1009773 and Service Agreement #1015765 are hereby terminated and shall be of no further force or effect from and after that date. Termination of Service Agreement #1009774, Service Agreement #1009773 and Service Agreement #1015765 as set forth herein shall not relieve either party of rights, duties or obligations under Service Agreement #1009774, Service Agreement #1009773 and Service Agreement #1015765 that accrue during or relate to the period prior to the termination date.

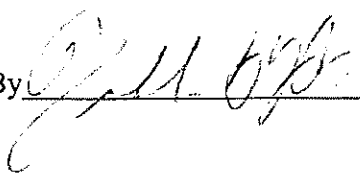

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their respective officers or representatives thereunto duly authorized.


TRANSCONTINENTAL GAS PIPE
LINE CORPORATION (“Seller”)

PIEDMONT NATURAL GAS
COMPANY, INC. (“Buyer”)

By 
Frank J. Ferazzi
Vice President


OK
1/18
3-11

By  

 **Transcontinental Gas
Pipe Line Corporation**
A Transco Energy company

2800 Post Oak Boulevard
P. O. Box 1386
Houston, Texas 77251-1386
713-439-2000

June 10, 1991

Mr. Steve Gunther
Atlanta Gas Light Company
235 Peachtree Street, N.E.
Atlanta, GA 30303

Re: Transcontinental Gas Pipe Line Corporation
Docket Nos. CP88-391-000, et al

Gentlemen:

This letter sets forth the agreement of Transcontinental Gas Pipe Line Corporation (Transco) and Atlanta Gas Light Company (Atlanta) to specified options available to Atlanta under Transco's executed September 17, 1990 Settlement ("Settlement") now pending in the referenced proceeding.

1. If Transco is required to provide firm or interruptible pipeline sales and/or transportation service directly to an existing gas burning facility that prior to the date of commencement of such direct service was receiving gas service from Atlanta (Existing Facility), thereby excluding Atlanta from such transaction:

Transco shall always offer firm or interruptible sales and/or transportation service, as applicable, to Atlanta under the same terms and conditions (including rates) offered to the Existing Facility for a volume of gas equal to the maximum daily sales and/or transportation service provided directly to the Existing Facility by Transco.

2. If Transco voluntarily provides firm or interruptible pipeline sales and/or transportation service directly to an Existing Facility thereby excluding Atlanta from such transaction:
 - (a) Transco shall always offer firm or interruptible sales and/or transportation service, as applicable, to Atlanta under the same terms and conditions (including the lowest rates) offered to any facility served directly by Transco in Atlanta's existing service territory for a volume of gas equal to the maximum daily sales and/or transportation service provided directly to the Existing Facility by Transco, or

Mr. Steve Gunther

June 10, 1991

Page 2

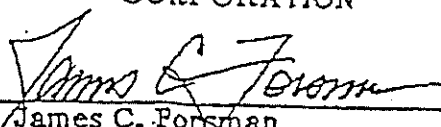
- (b) Atlanta shall have the right to elect, within six (6) months following receipt of notice that such direct service will be provided to an Existing Facility by Transco, to reduce its Rate Schedule FS and/or FT entitlements. Atlanta agrees to specify, at the time of such election, the date, which shall be a date no earlier than six (6) months following the date of Atlanta's election and no later than thirty-six (36) months following the date of Atlanta's election, on which such reductions will become effective. Such reductions in Rate Schedule FS and/or FT service shall be no greater than the maximum daily sales and/or transportation service provided directly by Transco to such Existing Facility.
- (c) Transco will provide written notice to Atlanta sixty (60) days prior to commencement of voluntary direct sales and/or transportation service to an Existing Facility.
- (d) For purposes of this Section 2., Transco shall be deemed to have voluntarily provided direct service to an Existing Facility if Transco voluntarily constructs facilities connecting its system to an Existing Facility or if Transco does not oppose a tap into its system by an Existing Facility or a third party the purpose of which, at the time the tap is constructed, is to bypass Atlanta and serve an Existing Facility.

In consideration of the foregoing options available to Atlanta, Atlanta agrees to subscribe to FS Service for a term of at least three (3) years in a total amount of 53,800 Mcf per day. Atlanta may elect to enter into one or more contracts for FS service, each of which will separately specify the applicable primary terms. Additionally, Atlanta agrees not to modify its comments in support of the Settlement.

If the foregoing is acceptable to Atlanta, please execute two (2) copies of this agreement and have same express mailed to the undersigned.

For TRANSCONTINENTAL GAS PIPE LINE
CORPORATION

By


James C. Forsman
Senior Vice President - Gas Supply

For ATLANTA GAS LIGHT COMPANY

By


Title

MMM/LJB/LNS/LNS-013



Atlanta Gas Light Company/P.O. Box 4569/Atlanta, Georgia 30302/Phone 404-584-4000

March 24, 1993

Mr. Thomas E. Skains
Senior Vice President
Transportation & Customer Services
Transcontinental Gas Pipe Line
Corporation
Post Office Box 1396
Houston, Texas 77251-1396

RE: Amendment to the June 10, 1991 Letter
Agreement between Transcontinental Gas Pipe
Line Corporation and Atlanta Gas Light Company

Dear Mr. Skains:

The purpose of this letter is to clarify, by amendment, the intent of the parties under the Letter Agreement dated June 10, 1991, between Transcontinental Gas Pipe Line Corporation ("Transco") and Atlanta Gas Light Company ("Atlanta") regarding specified options available to Atlanta in the event Atlanta is bypassed by Transco ("June 10 Letter Agreement").

Transco and Atlanta agree that the June 10 Letter Agreement is hereby amended by adding the following paragraph 3:

- "3. All rights and obligations set forth in this Agreement shall endure and be binding
 - a) as long as Transco provides sales and/or transportation service to Atlanta under Rate Schedule FS and/or Rate Schedule FT service agreements or any successor service agreements that may be executed in

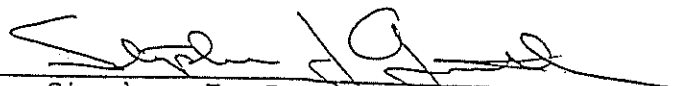
Mr. Thomas E. Skains
March 24, 1993
Page 2

the future by and between Transco
and Atlanta; and

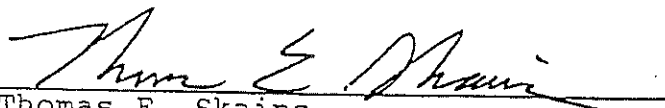
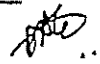
- b) shall not terminate as long as,
Atlanta is a customer of Transco's
and receiving service under Rate
Schedule FS and/or Rate Schedule
FT or any successor services,
unless the parties mutually agree
to terminate the June 10 Letter
Agreement by separate written agreement."

If the foregoing clarification of the parties' intent
under the June 10 Letter Agreement is acceptable, please execute
two (2) copies of this amending agreement and have the same
express mailed to the undersigned.

For ATLANTA GAS LIGHT COMPANY

By 
Stephen J. Gunther
Vice President - Gas Supply
and Federal Regulations

For TRANSCONTINENTAL GAS PIPE
LINE CORPORATION

By 
Thomas E. Skains
Senior Vice President
Transportation & Customer Services 

SERVICE AGREEMENT

between

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

and

CITY OF BUFORD, GEORGIA

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

THIS AGREEMENT entered into this 6th day of June, 1994, by and between TRANSCONTINENTAL GAS PIPE LINE ~~COMPANY, LLC~~ CORPORATION, a Delaware ~~limited liability company~~ corporation, hereinafter referred to as "Seller," first party, and CITY OF BUFORD, GEORGIA hereinafter referred to as "Buyer," second party,

W I T N E S S E T H

WHEREAS, Seller has filed with the Federal Energy Regulatory Commission in Docket No. CP94-68 for approval of Seller's 1994 Southeast Expansion Project (referred to as "SE94"); and

WHEREAS, Buyer has requested firm transportation service under SE94 and has executed with Seller a Precedent Agreement, dated October 26, 1993, for such service; and

WHEREAS, Seller is willing to provide the requested firm transportation for Buyer under SE94 pursuant to the terms of this Service Agreement and the Precedent Agreement.

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
GAS TRANSPORTATION SERVICE

1. Subject to the terms and provisions of this agreement and of Seller's Rate Schedule FT, Buyer agrees to deliver or cause to be delivered to Seller gas for transportation and Seller agrees to receive, transport and redeliver natural gas to Buyer or for the account of Buyer, on a firm basis, up to the dekatherm equivalent of a Transportation Contract Quantity ("TCQ") of 146 ~~MMcf~~ Mcf 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,

~~FORM OF SERVICE AGREEMENT~~

~~(For Use Under Seller's Rate Schedule FT)~~

(Continued)

the pressure of the gas delivered or caused to be delivered by Buyer shall not exceed the maximum operating pressure(s) of Seller's pipeline system at such point(s) of receipt. In the event the maximum operating pressure(s) of Seller's pipeline system, at the point(s) of receipt hereunder, is from time to time increased or decreased, then the maximum allowable pressure(s) of the gas delivered or caused to be delivered by Buyer to Seller at the point(s) of receipt shall be correspondingly increased or decreased upon written notification of Seller to Buyer. The point(s) of receipt for natural gas received for transportation pursuant to this agreement shall be:

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

ARTICLE III
POINT(S) OF DELIVERY

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

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

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective as of the later of November 1, 1994 or the date that ~~all of Seller's _____ (insert project name)~~ the necessary regulatory approvals have been received and accepted by Seller and Seller's facilities necessary to provide ~~firm~~ transportation service to Buyer under SE94 have been constructed and are ready for service, ~~as determined in Seller's sole opinion~~ and shall remain in force and effect for a primary term of twenty (20) years from and after such effective date and year to year ~~and~~ thereafter until terminated after such primary term by Seller or Buyer upon at least two (2) years written notice; provided, however, this agreement shall terminate immediately and, subject to the receipt of necessary authorizations, if any, Seller may discontinue service hereunder if (a) Buyer, in Seller's reasonable judgment fails to demonstrate ~~creditworthiness~~ 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.~~ 8.3 of Seller's Rate Schedule FT.

~~FORM OF SERVICE AGREEMENT~~

~~(For Use Under Seller's Rate Schedule FT)~~

(Continued)

ARTICLE V
RATE SCHEDULE AND PRICE

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

2. Seller and Buyer agree that the quantity of gas that Buyer delivers or causes to be delivered to Seller shall include the quantity of gas retained by Seller for applicable compressor fuel, line loss make-up (and injection fuel under Seller's Rate Schedule GSS, if applicable) in providing the transportation service hereunder, which quantity may be changed from time to time and which will be specified in the currently effective Sheet No. ~~8144~~ of Volume No. 1 of this Tariff which relates to service under this agreement and which is incorporated herein.

3. In addition to the applicable charges for firm transportation service pursuant to Section 3 of Seller's Rate Schedule FT, Buyer shall reimburse Seller for any and all filing fees incurred as a result of Buyer's request for service under Seller's Rate Schedule FT, to the extent such fees are imposed upon Seller by the Federal Energy Regulatory Commission or any successor governmental authority having jurisdiction.

ARTICLE VI
MISCELLANEOUS

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

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

3. The interpretation and performance of this agreement shall be in accordance with the laws of the State of Texas, without recourse to the law governing conflict of laws, and to all present and future valid laws with respect to

~~FORM OF~~ SERVICE AGREEMENT

(For Use Under Seller's Rate Schedule FT)

(Continued)

the subject matter, including present and future orders, rules and regulations of duly constituted authorities.

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

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

(a) If to Seller:
Transcontinental Gas Pipe Line ~~Company, LLC~~ Corporation
P. O. Box 1396
Houston, Texas 77251
Attention: Tom Skains – Senior Vice President
Transportation and Customer Services

(b) If to Buyer:
City of Buford
95 Scott Street
Buford, Georgia 30518

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

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

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

TRANSCONTINENTAL GAS PIPE LINE
~~COMPANY, LLC~~ CORPORATION
(Seller)

By _____

~~Print Name~~ Thomas E Skains

~~Title~~ Senior Vice President
Transportation and Customer Services

CITY OF BUFORD, GEORGIA
(Buyer)

By _____

~~Print Name~~

~~Title~~ Vice President-Rates & Gas Supply
Municipal Gas Authority of Georgia
As Agent for the City

~~FORM OF~~ SERVICE AGREEMENT

~~(For Use Under Seller's Rate Schedule FT)~~

(Continued)

Exhibit A

Transportation Contract Quantity (TCQ): 146 Mcf/d

Point(s) of Receipt

**Maximum Daily ~~Capacity Entitlement~~ Quantity
at each Receipt Point ~~(DT/day)*~~ (Mcf/d)¹:**

The interconnection between the facilities of Seller and Seller's Mobile Bay Lateral near Butler in Choctaw County, Alabama.

146

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

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

Exhibit B

| Point(s) of Delivery | Maximum Daily Capacity —Entitlement at each Delivery Point (Dt/Day) | Pressure |
|---|--|---------------------------------------|
| The existing point(s) of interconnection between the facilities of Seller's mainline and the City of Buford at mile post 1083.42. | | Seller's available pipeline pressure. |

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

Specification of Negotiated Rate and Term

SERVICE AGREEMENT

between

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

and

CITY OF BUFORD, GEORGIA

~~FORM OF SERVICE AGREEMENT~~

~~(For Use Under Seller's Rate Schedule FT)~~

THIS AGREEMENT entered into this 8th day of July, 1996, by and between TRANSCONTINENTAL GAS PIPE LINE ~~COMPANY, LLC~~CORPORATION, a Delaware ~~limited liability~~ ~~company~~corporation, hereinafter referred to as "Seller," first party, and CITY OF BUFORD, GEORGIA hereinafter referred to as "Buyer," second party,

W I T N E S S E T H

WHEREAS, by order issued December 21, 1994, in Docket No. CP94-109, the Federal Energy Regulatory Commission ("Commission") authorized Seller's 1995/1996 Southeast Expansion Project (referred to as "SE95/96"), and by order issued February 5, 1996, in the same proceeding, the Commission authorized certain modifications to Phase II of SE95/96; and

WHEREAS, SE95/96 is being constructed in two phases -- Phase I added the dekatherm equivalent of 115,000 Mcf of gas per day of incremental firm transportation capacity in December 1995, and Phase II, as amended, will add the dekatherm equivalent of 55, 000 Mcf of gas per day of incremental firm transportation capacity by a proposed in-service date of November 1, 1996; and

WHEREAS, Seller and Buyer have executed (i) a Precedent Agreement, dated October 26, 1993, for firm transportation service under SE95/96, (ii) a Service Agreement, dated April 30, 1995 (hereinafter referred to as the "April 30, 1995 Service Agreement"), under Seller's Rate Schedule FT for such firm transportation service, and (iii) a letter agreement, dated May 22, 1995, for additional firm transportation service under Phase II to be made available as a result of the modifications to the SE95/96 facilities; and

WHEREAS, the parties now desire to enter into this agreement to incorporate the additional firm transportation service for Buyer under Phase II and to supersede and terminate the April 30, 1995 Service Agreement.

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
GAS TRANSPORTATION SERVICE

1. Subject to the terms and provisions of this agreement and of Seller's Rate Schedule FT, Buyer agrees to deliver or cause to be delivered to Seller gas for transportation and

~~FORM OF SERVICE AGREEMENT~~

~~(For Use Under Seller's Rate Schedule FT)~~

(Continued)

Seller agrees to receive, transport and redeliver natural gas to Buyer or for the account of Buyer, on a firm basis, up to the dekatherm equivalent of a Transportation Contract Quantity ("TCQ") of 501 ~~Mcf~~ per day: from November 1, 1995 to October 31, 1996, and up to the dekatherm equivalent of 1,041 Mcf per day from November 1, 1996 through the remaining term of this agreement.¹

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 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.

¹ Buyer and Seller agree that the commencement of service hereunder up to the stated TCQ amounts shall be subject to the completion of construction and placement into service of Seller's facilities necessary to provide firm transportation service to Buyer pursuant to the authorizations issued by the FERC in Docket No. CP94-109. Seller shall notify Buyer as soon as reasonably practicable as the additional authorized facilities are constructed and ready for placement into service.

~~FORM OF SERVICE AGREEMENT~~

~~(For Use Under Seller's Rate Schedule FT)~~

(Continued)

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

1. This agreement shall be effective as of the later of November 1, 1995 or the date ~~that all of~~ Seller's _____ ~~(insert project name)~~ facilities necessary to provide ~~firm transportation~~ service to Buyer under Phase I of SE95/96 have been constructed and are ready for service ~~as determined in Seller's sole opinion,~~ and shall remain in force and effect for a primary term of twenty (20) years from and after such effective date and year to year ~~and~~ thereafter until terminated after such primary term by Seller or Buyer upon at least two (2) years written prior notice to the other party; 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~~ 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.~~ Seller's Rate Schedule FT

ARTICLE V
RATE SCHEDULE AND PRICE

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

2. Seller and Buyer agree that the quantity of gas that Buyer delivers or causes to be delivered to Seller shall include the quantity of gas retained by Seller for applicable compressor

~~FORM OF SERVICE AGREEMENT~~

~~(For Use Under Seller's Rate Schedule FT)~~

(Continued)

fuel, line loss make-up (and injection fuel under Seller's Rate Schedule GSS, if applicable) in providing the transportation service hereunder, which quantity may be changed from time to time and which will be specified in the currently effective Sheet No. ~~s44~~ of Volume No. 1 of this Tariff which relates to service under this agreement and which is incorporated herein.

3. In addition to the applicable charges for firm transportation service pursuant to Section 3 of Seller's Rate Schedule FT, Buyer shall reimburse Seller for any and all filing fees incurred as a result of Buyer's request for service under Seller's Rate Schedule FT, to the extent such fees are imposed upon Seller by the Federal Energy Regulatory Commission or any successor governmental authority having jurisdiction.

ARTICLE VI
MISCELLANEOUS

1. This Agreement supersedes and cancels as of the effective date hereof the following contract (s) between the parties hereto: April 30, 1995 Service Agreement.

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.

~~FORM OF~~ SERVICE AGREEMENT

~~(For Use Under Seller's Rate Schedule FT)~~

(Continued)

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

- (a) If to Seller:
Transcontinental Gas Pipe Line ~~Company, LLC~~ Corporation
P. O. Box 1396
Houston, Texas 77251
Attention: Vice President – Customer Service

- (b) If to Buyer:
City of Buford
95 Scott Street
Buford, Georgia 30518

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

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

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

TRANSCONTINENTAL GAS PIPE LINE
~~COMPANY, LLC~~ CORPORATION
(Seller)

By _____

_____ ~~Print Name~~ Frank J. Ferazzi

_____ ~~Title~~ Vice President – Customer Service

CITY OF BUFORD, GEORGIA
(Buyer)

By _____

_____ ~~Print Name~~

_____ ~~Title~~ President & General Manager
Municipal Gas Authority of Georgia
As Agent for the City

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

Exhibit A

| Point(s) of Receipt | Maximum Daily Capacity Entitlement <u>Quantity</u> at each Receipt Point (DT/day)² <u>Mcf/d</u>²: | |
|--|--|------------------------------------|
| | <u>Phase I</u> | <u>Phase II</u>³ |
| The interconnection between the facilities of Seller and Seller's Mobile Bay Lateral near Butler in Choctaw County, Alabama. | <u>501</u> | <u>1,041</u> |

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

³ The stated quantity represents the combined quantities for Phase I and Phase II.

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

Exhibit B

| Point(s) of Delivery¹ | Maximum daily Daily Capacity Entitlement <u>Quantity</u> at each Delivery Point^(Dt/Day) (<u>Mcf/d</u>) | | Pressure |
|---|---|------------------------------------|-----------------|
| | <u>Phase I</u> | <u>Phase II²</u> | |
| The existing point(s) of interconnection between the facilities of Seller's mainline and the City of Buford at mile post 1083.42. | <u>501</u> | <u>1,041</u> | |

¹ Seller shall redeliver gas at Seller's available pipeline pressure.

² The stated volume represents the combined quantities for Phase I and Phase II.

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

Specification of Negotiated Rate and Term

Contract # 3.7190

SERVICE AGREEMENT

between

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

and

MUNICIPAL GAS AUTHORITY OF GEORGIA
AS AGENT FOR CITY OF BUFORD, GEORGIA

Dated
May 23, 2000

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

THIS AGREEMENT entered into this 23rd day of May, 2000, by and between TRANSCONTINENTAL GAS PIPE LINE ~~COMPANY, LLC~~CORPORATION, a Delaware ~~limited liability company~~corporation, hereinafter referred to as "Seller," first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, AS AGENT FOR CITY OF BUFORD, GEORGIA, hereinafter referred to as "Buyer," second party,

WITNESSETH

WHEREAS, by order issued May 22, 2000 in Docket No. CP99-392-000, the Federal Energy Regulatory Commission has authorized Seller's SouthCoast Expansion Project (referred to as "SouthCoast"); and

WHEREAS, SouthCoast will add 204,099 Dt (at Seller's system BTU as of the date of this Agreement and as provided in Section 23 (b) of the General Terms and Conditions of Seller's FERC Gas Tariff) per day of incremental firm transportation capacity by a proposed in-service date of November 1, 2000; and

WHEREAS, Buyer has requested firm transportation service under SouthCoast and has executed with Seller a Precedent Agreement, dated February 9, 1999, as amended, for such service; and

WHEREAS, Seller is willing to provide the requested firm transportation for Buyer under SouthCoast pursuant to the terms of this Service Agreement and the Precedent Agreement.

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
GAS TRANSPORTATION SERVICE

1. Subject to the terms and provisions of this agreement and of Seller's Rate Schedule FT, Buyer agrees to deliver or cause to be delivered to Seller gas for transportation and Seller agrees to receive, transport and redeliver natural gas to Buyer or for the account of Buyer, on a firm basis, up to a Transportation Contract Quantity ("TCQ") of 3,105 dt per day.

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

ARTICLE II
POINT(S) OF RECEIPT

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

~~FORM OF SERVICE AGREEMENT (CONTINUED)~~
~~(For Use Under Seller's Rate Schedule FT)~~
~~(Continued)~~

receipt hereunder, is from time to time increased or decreased, then the maximum allowable pressure(s) of the gas delivered or caused to be delivered by Buyer to Seller at the point(s) of receipt shall be correspondingly increased or decreased upon written notification of Seller to Buyer. The point(s) of receipt for natural gas received for transportation pursuant to this agreement shall be:

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

ARTICLE III
POINT(S) OF DELIVERY

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

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

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective as of the later of November 1, 2000 or the date ~~that all of Seller's~~ _____ (insert project name) Seller's facilities necessary to provide ~~firm transportation~~ service to Buyer under SouthCoast 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 November 1, 2015 and thereafter until terminated by Seller or Buyer upon at least one (1) year written notice; provided, however, this agreement shall terminate immediately and, subject to the receipt of necessary authorizations, if any, Seller may discontinue service hereunder if (a) Buyer, in Seller's reasonable judgment fails to demonstrate ~~creditworthiness~~ credit worthiness, and (b) Buyer fails to provide adequate security in accordance with Section 32 of the General Terms and Conditions of Seller's Volume No. 1 Tariff. As set forth in Section 8 of Article II of Seller's August 7, 1989 revised Stipulation and Agreement in Docket Nos. RP88-68 et.al., (a) pregranted abandonment under Section 284.221 (d) of the Commission's Regulations shall not apply to any long term conversions from firm sales service to transportation service under Seller's Rate Schedule FT and (b) Seller shall not exercise its right to terminate this service agreement as it applies to transportation service resulting from conversions from firm sales service so long as Buyer is willing to pay rates no less favorable than Seller is otherwise able to collect from third parties for such service.

ARTICLE V
RATE SCHEDULE AND PRICE

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

~~FORM OF SERVICE AGREEMENT (CONTINUED)~~

~~(For Use Under Seller's Rate Schedule FT)~~

~~(Continued)~~

specified term for service hereunder, provisions governing such negotiated rate (including surcharges) and term shall be set forth on Exhibit C to the service agreement.

2. Seller and Buyer agree that the quantity of gas that Buyer delivers or causes to be delivered to Seller shall include the quantity of gas retained by Seller for applicable compressor fuel, line loss make-up (and injection fuel under Seller's Rate Schedule GSS, if applicable) in providing the transportation service hereunder, which quantity may be changed from time to time and which will be specified in the currently effective Sheet No. ~~8144~~ of Volume No. 1 of this Tariff which relates to service under this agreement and which is incorporated herein.

3. In addition to the applicable charges for firm transportation service pursuant to Section 3 of Seller's Rate Schedule FT, Buyer shall reimburse Seller for any and all filing fees incurred as a result of Buyer's request for service under Seller's Rate Schedule FT, to the extent such fees are imposed upon Seller by the Federal Energy Regulatory Commission or any successor governmental authority having jurisdiction.

ARTICLE VI
MISCELLANEOUS

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

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

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

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

~~FORM OF~~ SERVICE AGREEMENT (CONTINUED)

(For Use Under Seller's Rate Schedule FT)

(Continued)

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

- (a) If to Seller:
Transcontinental Gas Pipe Line ~~Company, LLC~~ Corporation
P. O. Box 1396
Houston, Texas 77251
Attention: Director – Customer Services & Scheduling

- (b) If to Buyer:
Municipal Gas Authority of Georgia, as agent for City of Buford
104 TownPark Drive
Kennesaw, Georgia 30144
Attention: Arthur C. Corbin

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

~~FORM OF~~ SERVICE AGREEMENT (CONTINUED)
(For Use Under Seller's Rate Schedule FT)
(Continued)

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

TRANSCONTINENTAL GAS PIPE LINE ~~COMPANY, LLC~~ CORPORATION
(Seller)

By _____

~~Print Name~~ Frank J. Ferazzi

~~Title~~ Vice President
Customer Service and Rates

MUNICIPAL GAS AUTHORITY OF GEORGIA,
AS AGENT FOR THE CITY OF BUFORD
(Buyer)

By _____

~~Print Name~~ Arthur C. Corbin

~~Title~~ President and General Manager

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

Exhibit A EXHIBIT A

| <u>Point(s) of Receipt</u> | <u>Maximum Daily Capacity Entitlement</u> <u>at each Receipt Point (Dt/day) Pt. (Dt/d)¹</u> |
|--|---|
| Point of interconnection between Transco's mainline and Mobile Bay Lateral at milepost 784.66 in Choctaw County, Alabama | 3,105 |

¹ These quantities do not include the additional quantities of gas to be retained by Seller for applicable compressor fuel and line loss make-up provided for in Article V, 2 of this Service Agreement, which are subject to change as provided for in Article V, 2 hereof. Therefore, Buyer shall also deliver or cause to be delivered at the receipt points such additional quantities of gas in kind to be retained by Seller for compressor fuel and line loss make-up.

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

~~Exhibit B~~ EXHIBIT B

| <u>Point(s) of Delivery and Pressures²</u> | <u>Maximum Daily Capacity Entitlement</u> <u>at each Delivery Point (Dt/Day) Pt. (Dt/d)³</u> | <u>Quantity</u> <u>Pressure</u> |
|---|--|------------------------------------|
| West Buford Meter Station, located at milepost 26.96 on Transco's Georgia extension in Gwinnett County, Georgia | 3,105 | |

² Pressure(s) shall not be less than fifty (50) pounds per square inch gauge or at such other pressures as may be agreed upon in the day-to-day operations of Buyer and Seller.

³ Deliveries to or for the account of Shipper at the delivery point(s) shall be subject to the limits of the Delivery Point Entitlement ("DPE's") of the entities receiving the gas at the delivery points, as such DPE's are set forth in Transco's FERC Gas Tariff, as amended from time to time.

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

~~Exhibit C~~ EXHIBIT C

Specification of Negotiated Rate and Term

During the fifteen (15) year primary term of this Service Agreement, Buyer shall pay a negotiated monthly reservation rate of \$9.125 per dt, plus the electric power unit rate, all surcharges (except for the GRI surcharge) and fuel applicable from time to time to SouthCoast service under Rate Schedule FT.

~~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.]~~

~~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.]~~

December 3, 1999

Mr. Arthur C. Corbin
President and General Manager
Municipal Gas Authority of Georgia
104 TownPark Drive
Kennesaw, GA 30144

Re: Rate Agreement for Firm Transportation Service

Dear Arthur:

Transcontinental Gas Pipe Line Corporation (“Transco”) and Municipal Gas Authority of Georgia, As Agent for City of Buford, Georgia (“Shipper”) are parties to that certain Precedent Agreement, dated February, 9, 1999, pursuant to which Shipper has subscribed to 3,105 dt/d of firm transportation capacity on Transco’s SouthCoast Expansion Project (“SouthCoast”) from the receipt point to the delivery point specified therein (“Subject Firm Transportation Service”). Based on Shipper’s representation that rate consideration is necessary in order to meet competitive market requirements, Transco and Shipper now desire to enter into this agreement to set forth the terms and conditions for a negotiated rate for such firm transportation service. Accordingly, for and in consideration of the mutual covenants set forth herein and in the Precedent Agreement, Transco and Shipper hereby agree as follows:

1. Rate. For the Subject Transportation Service, Shipper shall, upon execution of Transco’s Rate Schedule FT Service Agreement for such service, elect to pay either (a) the maximum reservation rate, including the electric power unit rate and all applicable charges, surcharges and fuel applicable from time to time, for SouthCoast service under Rate Schedule FT (“Recourse Rate”), or (b) a negotiated monthly reservation rate of \$9.125 per dt plus the electric power unit rate, all applicable surcharges (except for the GRI surcharge) and fuel applicable from time to time to SouthCoast service under Rate Schedule FT.
2. Rate Design. Shipper acknowledges that the initial Recourse Rate shall be designed based on the straight fixed variable rate design methodology, and Shipper shall not oppose before the Federal Energy Regulatory Commission (“FERC”) or otherwise Transco’s use of such methodology in designing the initial Recourse Rate or subsequent changes to the Recourse Rate. Transco shall have the unilateral right to propose, file and make effective revisions to the Recourse Rate and rate design for the Recourse Rate.

3. FERC Proceedings. ~~If Shipper elects the Negotiated Rate, (a) Seller/Transco agrees shall not to file or cause to be filed with the FERC under Section 4 of the Natural Gas Act ("NGA") to seek to modify the nNegotiated rRate set forth above and (b) Buyer/Shipper agrees shall 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 relating to the nNegotiated rRate set forth above.~~
4. Term. This agreement shall be effective as of the date first above written and shall terminate at the expiration of the fifteen (15) year primary term of the Rate Schedule FT Service Agreement executed by Transco and Shipper for the Subject Firm Transportation Service.
5. Notice for Election. ~~Notices to either party Unless otherwise directed by Transco, the election to be made by Shipper pursuant to Paragraph 1 above shall be made in writing and shall be considered as duly delivered when mailed to the other party at sent by personal delivery, telecopier or registered or certified mail (postage prepaid) to~~ the following address:

Transcontinental Gas Pipe Line Company,
LLC Corporation
P. O. Box 13962800 Post Oak Boulevard
Houston, Texas 7725177056
Telecopier: 713-215-2549
Attention: Director — Customer Services & Scheduling
Vice President, Customer Service and Rates
6. Laws and Governmental Authorities. ~~The rate schedules of Seller, these General Terms and Conditions, This agreement and the respective obligations of the parties under the service agreement, hereunder~~ are subject to valid all applicable laws, orders, rules and regulations of ~~duly constituted~~ the FERC and other governmental authorities having jurisdiction, and in the event of conflict, such laws, orders, rules and regulations shall control.
7. Waiver. No waiver by either party of any ~~one or more defaults breach~~ by the other party in the performance of any condition, provisions of this agreement or requirement herein shall ~~operate or be construed as be or deemed to be~~ a waiver of, any future default or defaults, whether of a like or different character or in any manner release the other party from, performance of any other condition, provision or requirement herein or future performance of the same condition, provision or requirement.

8. Assignment. Any individual or entity which shall succeed by purchase, merger or consolidation of the properties of Transco or Shipper shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this agreement. Either party, may without prior consent of the other Party, pledge, mortgage or assign its rights hereunder as security for its indebtedness; otherwise, any assignment of this agreement or any of the rights and obligations hereunder shall be void and of no force or effect unless the assigning Party first obtains the consent thereto in writing of the other Party. With respect to the foregoing sentence, Shipper and Transco hereby agree to execute and deliver to any pledgee or mortgagee of the other Party a consent to assignment to the extent such consent does not materially alter any of the terms and conditions of this agreement. Any assignment hereof shall be subject to the receipt and acceptance by Transco of any necessary regulatory or subject to the receipt and acceptance by Transco of any necessary regulatory or governmental authorizations. This agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their respective authorized successors and assigns.

9. Confidentiality. Shipper shall not disclose or communicate the substance or terms of this agreement, (and shall cause its employees, agents and representatives not to disclose or communicate the substance or terms of this agreement) to any other person without the prior written consent of Transco; provided, however, that Shipper may disclose the terms of this agreement as required by law, order, directive, rule or regulation of any duly constituted governmental or other regulatory body or official having jurisdiction; provided further, that Shipper shall not make such disclosure or communication without first giving Transco two (2) working days prior written notice of same, unless otherwise required by such law, order directive, rule or regulation. Notwithstanding the foregoing, Transco and Shipper acknowledge that the Negotiated Rate and the terms relating thereto will be specified in either the SouthCoast Service Agreement between Transco and Shipper or in a tariff sheet setting forth the FERC-required information pertaining to the Negotiated Rate, and in either case will be filed with the FERC prior to the in-service date of SouthCoast.

10. Choice of Law. The interpretation and performance of this This agreement shall be governed by and construed in accordance with the laws of the State of Texas, without recourse to the law governing excluding, however, any 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 rules or principles which might require the application of the laws of another jurisdiction.

In witness of the foregoing, please have a duly authorized representative of Shipper execute this agreement in the space provided below.

Very truly yours,

TRANSCONTINENTAL GAS PIPE LINE
CORPORATION

By: _____
Frank J. Ferazzi
Vice President
Customer Service and Rates

ACCEPTED AND AGREED TO AS
OF THE DATE FIRST ABOVE WRITTEN:

MUNICIPAL GAS AUTHORITY OF GEORGIA,
AS AGENT FOR CITY OF BUFORD, GEORGIA

By: _____
Arthur C. Corbin
President and General Manager

Contract # 4.2065

SERVICE AGREEMENT

between

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

and

MUNICIPAL GAS AUTHORITY OF GEORGIA
AS AGENT FOR CITY OF BUFORD, GEORGIA

Dated
April 19, 2001

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

THIS AGREEMENT entered into this 4th day of May, 2001, by and between TRANSCONTINENTAL GAS PIPE LINE ~~COMPANY, LLC~~CORPORATION, a Delaware ~~limited liability company~~corporation, hereinafter referred to as "Seller," first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, AS AGENT FOR CITY OF BUFORD, GEORGIA, hereinafter referred to as "Buyer," second party,

WITNESSETH

WHEREAS, by order issued March 29, 2001 in Docket No. CP00-165-000, the Federal Energy Regulatory Commission has authorized Seller's Sundance Expansion Project (referred to as "Sundance"); and

WHEREAS, Sundance will add 236,383 Dt (at Seller's system BTU as of the date of this Agreement and as provided in Section 23 (b) of the General Terms and Conditions of Seller's FERC Gas Tariff) per day of incremental firm transportation capacity by a proposed in-service date of May 1, 2002; and

WHEREAS, Buyer has requested firm transportation service under Sundance and has executed with Seller a Precedent Agreement, dated January 18, 2000; and

WHEREAS, Seller is willing to provide the requested firm transportation for Buyer under Sundance pursuant to the terms of this Service Agreement and the Precedent Agreement.

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
GAS TRANSPORTATION SERVICE

1. Subject to the terms and provisions of this agreement and of Seller's Rate Schedule FT, Buyer agrees to deliver or cause to be delivered to Seller gas for transportation and Seller agrees to receive, transport and redeliver natural gas to Buyer or for the account of Buyer, on a firm basis, up to a Transportation Contract Quantity ("TCQ") of 2,588 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)

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

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

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

ARTICLE III
POINT (S) OF DELIVERY

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

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

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective as of the later of May 1, 2002 or the date ~~that all of Seller's~~ _____ ~~(insert project name)~~ Seller's facilities necessary to provide ~~firm transportation~~ service to Buyer under Sundance 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 May 1, 2017 and thereafter until terminated by Seller or Buyer upon at least one (1) year written notice; provided, however, this agreement shall terminate immediately and, subject to the receipt of necessary authorizations, if any, Seller may discontinue service hereunder if (a) Buyer, in Seller's reasonable judgment fails to demonstrate ~~creditworthiness~~ credit worthiness, and (b) Buyer fails to provide adequate security in accordance with Section 32 of the General Terms and Conditions of Seller's Volume No. 1 Tariff. As set forth in Section 8 of Article II of Seller's August 7, 1989 revised Stipulation and Agreement in Docket Nos. RP88-68 et.al., (a) pregranted abandonment under Section 284.221_(d) of the Commission's Regulations shall not apply to any long term conversions from firm sales service to transportation service under Seller's Rate Schedule FT and (b) Seller shall not exercise its right to terminate this service agreement as it applies to transportation service resulting from conversions from firm sales service so long as Buyer is willing to pay rates no less favorable than Seller is otherwise able to collect from third parties for such service.

ARTICLE V
RATE SCHEDULE AND PRICE

1. Buyer shall pay Seller for natural gas delivered to Buyer hereunder in accordance with Seller's Rate Schedule FT for Sundance service 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.

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

2. Seller and Buyer agree that the quantity of gas that Buyer delivers or causes to be delivered to Seller shall include the quantity of gas retained by Seller for applicable compressor fuel, line loss make-up (and injection fuel under Seller's Rate Schedule GSS, if applicable) in providing the transportation service hereunder, which quantity may be changed from time to time and which will be specified in the currently effective Sheet No. ~~844~~ of Volume No. 1 of this Tariff which relates to service under this agreement and which is incorporated herein.

3. In addition to the applicable charges for firm transportation service pursuant to Section 3 of Seller's Rate Schedule FT, Buyer shall reimburse Seller for any and all filing fees incurred as a result of Buyer's request for service under Seller's Rate Schedule FT, to the extent such fees are imposed upon Seller by the Federal Energy Regulatory Commission or any successor governmental authority having jurisdiction.

ARTICLE VI
MISCELLANEOUS

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

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

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

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

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

(a) If to Seller:
Transcontinental Gas Pipe Line ~~Company, LLC~~ Corporation
P. O. Box 1396
Houston, Texas 77251
Attention: Director – Customer Services & Scheduling

(b) If to Buyer:
Municipal Gas Authority of Georgia, as agent for City of Buford
104 TownPark Drive
Kennesaw, Georgia 30144
Attention: Arthur C. Corbin

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

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

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

TRANSCONTINENTAL GAS PIPE LINE CORPORATION ~~COMPANY, LLC~~
(Seller)

By _____
~~Print Name~~ Frank J. Ferazzi
~~Title~~ Vice President
Customer Service and Rates

MUNICIPAL GAS AUTHORITY OF GEORGIA,
AS AGENT FOR CITY OF BUFORD
(Buyer)

By _____
~~Print Name~~ Arthur C. Corbin
~~Title~~ President and General Manager

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

~~Exhibit A~~ EXHIBIT A

| <u>Point(s) of Receipt</u> | <u>Maximum Daily Capacity Entitlement Quantity</u> <u>at each Receipt Point Pt. (DT/day) = (Dt/d)¹</u> |
|---|--|
| Point of interconnection between Transco's mainline system and Destin Pipeline at milepost 756.860 in Clarke County, MS | 2,588 |

*¹ These quantities do not include the additional quantities of gas to be retained by Seller for compressor applicable fuel and line loss make-up provided for in Article V, 2 of this Service Agreement, which are subject to change as provided for in Article V, 2 hereof. Therefore, Buyer shall also deliver or cause to be delivered at the receipt points such additional quantities of gas in kind to be retained by Seller for compressor fuel and line loss make-up.

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

~~Exhibit B~~ EXHIBIT B

| <u>Point(s) of Delivery and Pressures</u> ² | <u>Maximum Daily Capacity</u> Entitlement at each <u>Delivery Point</u> (Dt/Day) <u>(Dt/d)</u> ³ | <u>Quantity</u> <u>Pressure</u> |
|--|---|--|
| Buford Meter Station, located at milepost 1083.42 on Transco's main transmission line in Walton County, GA | 2,588 | |

² Pressure(s) shall not be less than fifty (50) pounds per square inch gauge or at such other pressures as may be agreed upon in the day-to-day operations of Buyer and Seller.

³ Deliveries to or for the account of Shipper at the delivery point(s) shall be subject to the limits of the Delivery Point Entitlement ("DPE's") of the entities receiving the gas at the delivery points, as such DPE's are set forth in Transco's FERC Gas Tariff, as amended from time to time.

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

~~Exhibit C~~ EXHIBIT C

Specification of Negotiated Rate and Term

During the fifteen (15) year primary term of this Service Agreement, Buyer shall pay a negotiated monthly reservation rate of \$7.6042 per dt, plus the electric power unit rate, all surcharges (except for the GRI surcharge) and fuel applicable from time to time to Sundance service under Rate Schedule FT.

~~{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.}~~

January 5, 2000

Mr. Eric Groom
City of Buford
104 Park Town Drive
Kennesaw, GA 30144

Re: Rate Agreement for Firm Transportation Service

Dear Eric:

Transcontinental Gas Pipe Line Corporation (“Transco”) and City of Buford (“Shipper”) are parties to that certain Precedent Agreement, dated January 18, 2000, pursuant to which Shipper has subscribed to 2,588 dt/d of firm transportation capacity on Transco’s Sundance Expansion Project (“Sundance”) from the receipt point to the delivery point specified therein (“Subject Firm Transportation Service”). Based on Shipper’s representation that rate consideration is necessary in order to meet competitive market requirements, Transco and Shipper now desire to enter into this agreement to set forth the terms and conditions for a negotiated rate for such firm transportation service. Accordingly, for and in consideration of the mutual covenants set forth herein and in the Precedent Agreement, Transco and Shipper hereby agree as follows:

1. Rate. For the Subject Transportation Service, Shipper shall, upon execution of Transco’s Rate Schedule FT Service Agreement for such service, elect to pay either (a) the maximum reservation rate, including the electric power unit rate and all applicable charges, surcharges and fuel applicable from time to time, for Sundance service under Rate Schedule FT (“Recourse Rate”), or (b) a negotiated monthly reservation rate of \$7.6042 per dt plus the electric power unit rate, all applicable surcharges (except for the GRI surcharge) and fuel applicable from time to time to Sundance service under Rate Schedule FT.
2. Rate Design. Shipper acknowledges that the initial Recourse Rate shall be designed based on the straight fixed variable rate design methodology, and Shipper shall not oppose before the Federal Energy Regulatory Commission (“FERC”) or otherwise Transco’s use of such methodology in designing the initial Recourse Rate or subsequent changes to the Recourse Rate. Transco shall have the unilateral right to propose, file and make effective revisions to the Recourse Rate and rate design for the Recourse Rate.
3. FERC Proceedings. If Shipper elects the Negotiated Rate, (a) Seller Transco agrees shall not to file or cause to be filed with the FERC under Section 4 of the

Natural Gas Act (“NGA”) to seek to modify the ~~n~~Negotiated r~~Rate set forth above~~ and (b) ~~Buyer~~Shipper agrees shall 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~~relating to the ~~n~~Negotiated r~~Rate set forth above~~.

4. Term. This agreement shall be effective as of the date first above written and shall terminate at the expiration of the fifteen (15) year primary term of the Rate Schedule FT Service Agreement executed by Transco and Shipper for the Subject Firm Transportation Service.
5. Notice for Election. ~~Notices to either party~~Unless otherwise directed by Transco, the election to be made by Shipper pursuant to Paragraph 1 above shall be made in writing and ~~shall be considered as duly delivered when mailed to the other party at~~ sent by personal delivery, telecopier or registered or certified mail (postage prepaid) to the following address:

Transcontinental Gas Pipe Line Company,
LLC Corporation
P. O. Box 13962800 Post Oak Boulevard
Houston, Texas 7725477056
Telecopier: 713-215-2549
Attention: Director Customer Services & Scheduling
Vice President, Customer Service and Rates

6. Laws and Governmental Authorities. ~~The rate schedules of Seller, these General Terms and Conditions, This agreement and the respective obligations of the parties under the service agreement, hereunder~~ are subject to valid all applicable laws, orders, rules and regulations of ~~duly constituted~~the FERC and other governmental authorities having jurisdiction, and in the event of conflict, such laws, orders, rules and regulations shall control.
7. Waiver. No waiver by either party of any ~~one or more defaults breach~~ by the other party in the performance of any condition, provisions of this agreement or requirement herein shall ~~operate or be construed as be or deemed to be~~ a waiver of any future default or defaults, whether of a like or different character or in any manner release the other party from, performance of any other condition, provision or requirement herein or future performance of the same condition, provision or requirement.
8. Assignment. Any individual or entity which shall succeed by purchase, merger or consolidation of the properties of Transco or Shipper shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this

- agreement. Either party, may without prior consent of the other Party, pledge, mortgage or assign its rights hereunder as security for its indebtedness; otherwise, any assignment of this agreement or any of the rights and obligations hereunder shall be void and of no force or effect unless the assigning Party first obtains the consent thereto in writing of the other Party. With respect to the foregoing sentence, Shipper and Transco hereby agree to execute and deliver to any pledgee or mortgagee of the other Party a consent to assignment to the extent such consent does not materially alter any of the terms and conditions of this agreement. Any assignment hereof shall be subject to the receipt and acceptance by Transco of any necessary regulatory or subject to the receipt and acceptance by Transco of any necessary regulatory or governmental authorizations. This agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their respective authorized successors and assigns.
9. Confidentiality. Shipper shall not disclose or communicate the substance or terms of this agreement, (and shall cause its employees, agents and representatives not to disclose or communicate the substance or terms of this agreement) to any other person without the prior written consent of Transco; provided, however, that Shipper may disclose the terms of this agreement as required by law, order, directive, rule or regulation of any duly constituted governmental or other regulatory body or official having jurisdiction; provided further, that Shipper shall not make such disclosure or communication without first giving Transco two (2) working days prior written notice of same, unless otherwise required by such law, order directive, rule or regulation. Notwithstanding the foregoing, Transco and Shipper acknowledge that the Negotiated Rate and the terms relating thereto will be specified in either the Sundance Service Agreement between Transco and Shipper or in a tariff sheet setting forth the FERC-required information pertaining to the Negotiated Rate, and in either case will be filed with the FERC prior to the in-service date of Sundance.
10. Choice of Law. The interpretation and performance of this This agreement shall be governed by and construed in accordance with the laws of the State of Texas, without recourse to the law governing excluding, however, any 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 rules or principles which might require the application of the laws of another jurisdiction.

In witness of the foregoing, please have a duly authorized representative of Shipper execute this agreement in the space provided below.

Very truly yours,

TRANSCONTINENTAL GAS PIPE LINE
CORPORATION

By: _____
Frank J. Ferazzi
Vice President
Customer Service and Rates

ACCEPTED AND AGREED TO AS
OF THE DATE FIRST ABOVE WRITTEN:

CITY OF BUFORD

By: _____

Contract # 9002596

SERVICE AGREEMENT

between

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

and

MUNICIPAL GAS AUTHORITY OF GEORGIA
AS AGENT FOR CITY OF BUFORD, GEORGIA

Dated
March 11, 2002

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

THIS AGREEMENT entered into this 30th day of March, 2002, by and between TRANSCONTINENTAL GAS PIPE LINE ~~COMPANY, LLC~~CORPORATION, a Delaware ~~limited liability company~~corporation, hereinafter referred to as "Seller," first party, and MUNICIPAL GAS AUTHORITY OF GEORGIA, AS AGENT FOR CITY OF BUFORD, GEORGIA, hereinafter referred to as "Buyer," second party,

WITNESSETH

WHEREAS, by order issued February 14, 2002 in Docket No. CP01-388, the Federal Energy Regulatory Commission has authorized Seller's Momentum Expansion Project (referred to as "Momentum"); and

WHEREAS, Momentum will add 358,898 Dt (at Seller's system BTU as of the date of this Agreement and as provided in Section 23 (b) of the General Terms and Conditions of Seller's FERC Gas Tariff) per day of incremental firm transportation capacity by a proposed in-service date of May 1, 2003; and

WHEREAS, Buyer has requested firm transportation service under Momentum and has executed with Seller a Precedent Agreement, dated February 21, 2001, as amended, for such service; and

WHEREAS, Seller is willing to provide the requested firm transportation for Buyer under Momentum pursuant to the terms of this Service Agreement and the Precedent Agreement.

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
GAS TRANSPORTATION SERVICE

1. Subject to the terms and provisions of this agreement and of Seller's Rate Schedule FT, Buyer agrees to deliver or cause to be delivered to Seller gas for transportation and Seller agrees to receive, transport and redeliver natural gas to Buyer or for the account of Buyer, on a firm basis, up to a Transportation Contract Quantity ("TCQ") of 4,140 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

~~FORM OF SERVICE AGREEMENT (CONTINUED)~~
~~(For Use Under Seller's Rate Schedule FT)~~
~~(Continued)~~

caused to be delivered by Buyer shall not exceed the maximum operating pressure(s) of Seller's pipeline system at such point(s) of receipt. In the event the maximum operating pressure(s) of Seller's pipeline system, at the point(s) of receipt hereunder, is from time to time increased or decreased, then the maximum allowable pressure(s) of the gas delivered or caused to be delivered by Buyer to Seller at the point(s) of receipt shall be correspondingly increased or decreased upon written notification of Seller to Buyer. The point(s) of receipt for natural gas received for transportation pursuant to this agreement shall be:

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

ARTICLE III
POINT (S) OF DELIVERY

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

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

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective as of the later of May 1, 2003 or the date ~~that all of~~ Seller's ~~_____ (insert project name)~~ facilities necessary to provide firm transportation service to Buyer under Momentum 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 May 01, 2018 and thereafter until terminated by Seller or Buyer upon at least one (1) year written notice; provided, however, this agreement shall terminate immediately and, subject to the receipt of necessary authorizations, if any, Seller may discontinue service hereunder if (a) Buyer, in Seller's reasonable judgment fails to demonstrate ~~creditworthiness~~ credit worthiness, and (b) Buyer fails to provide adequate security in accordance with Section 32 of the General Terms and Conditions of Seller's Volume No. 1 Tariff. As set forth in Section 8 of Article II of Seller's August 7, 1989 revised Stipulation and Agreement in Docket Nos. RP88-68 et.al, (a) pregranted abandonment under Section 284.221_(d) of the Commission's Regulations shall not apply to any long term conversions from firm sales service to transportation service under Seller's Rate Schedule FT and (b) Seller shall not exercise its right to terminate this service agreement as it applies to transportation service resulting from conversions from firm sales service so long as Buyer is willing to pay rates no less favorable than Seller is otherwise able to collect from third parties for such service.

~~FORM OF~~ SERVICE AGREEMENT (CONTINUED)

(For Use Under Seller's Rate Schedule FT)

(Continued)

ARTICLE V
RATE SCHEDULE AND PRICE

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

2. Seller and Buyer agree that the quantity of gas that Buyer delivers or causes to be delivered to Seller shall include the quantity of gas retained by Seller for applicable compressor fuel, line loss make-up (and injection fuel under Seller's Rate Schedule GSS, if applicable) in providing the transportation service hereunder, which quantity may be changed from time to time and which will be specified in the currently effective Sheet No. ~~8+~~ 44 of Volume No. 1 of this Tariff which relates to service under this agreement and which is incorporated herein.

3. In addition to the applicable charges for firm transportation service pursuant to Section 3 of Seller's Rate Schedule FT, Buyer shall reimburse Seller for any and all filing fees incurred as a result of Buyer's request for service under Seller's Rate Schedule FT, to the extent such fees are imposed upon Seller by the Federal Energy Regulatory Commission or any successor governmental authority having jurisdiction.

ARTICLE VI
MISCELLANEOUS

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

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

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

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

~~FORM OF~~ SERVICE AGREEMENT (CONTINUED)
(For Use Under Seller's Rate Schedule FT)
(Continued)

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

(a) If to Seller:
Transcontinental Gas Pipe Line ~~Company, LLC~~ Corporation
P. O. Box 1396
Houston, Texas -77251
Attention: Director – Customer Services & Scheduling

(b) If to Buyer:
Municipal Gas Authority of Georgia, as agent for City of Buford
104 TownPark Drive
Kennesaw, Georgia 30144
Attention: Arthur C. Corbin

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

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

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

TRANSCONTINENTAL GAS PIPE LINE ~~COMPANY, LLC~~CORPORATION
_____ (Seller)

By _____

_____ ~~Print Name~~ Frank J. Ferazzi

_____ ~~Title~~ Vice President
Customer Service and Rates

MUNICIPAL GAS AUTHORITY OF GEORGIA,
AS AGENT FOR CITY OF BUFORD
(Buyer)

By _____

_____ ~~Print Name~~ Arthur C. Corbin

_____ ~~Title~~ President and General Manager

~~FORM OF~~ SERVICE AGREEMENT (CONTINUED)

(For Use Under Seller's Rate Schedule FT)

(Continued)

~~Exhibit A~~ EXHIBIT A

| Point(s) of Receipt | Maximum Daily Capacity Entitlement at each Receipt Point (Dt/day)* Pt. (Dt/d) ¹ |
|---|---|
| Point of interconnection between Transco's mainline system and Destin Pipeline at milepost 756.860 in Clarke County, MS | 4,140 |

*¹ These quantities do not include the additional quantities of gas to be retained by Seller for applicable compressor fuel and line loss make-up provided for in Article V, 2 of this Service Agreement, which are subject to change as provided for in Article V, 2 hereof. Therefore, Buyer shall also deliver or cause to be delivered at the receipt points such additional quantities of gas in kind to be retained by Seller for compressor fuel and line loss make-up.

~~FORM OF~~ SERVICE AGREEMENT (CONTINUED)

(For Use Under Seller's Rate Schedule FT)
(Continued)

~~Exhibit B~~ EXHIBIT B

| <u>Point(s) of Delivery and Pressures</u> ² | <u>Maximum Daily Capacity Entitlement Quantity at each Delivery Point (Dt/Day) - d</u> ³ | <u>Pressure</u> |
|--|---|-----------------|
| Buford Meter Station, located at milepost 1083.42 on Transco's main transmission line in Walton County, GA | 4,140 | |

² Pressure(s) shall not be less than fifty (50) pounds per square inch gauge or at such other pressures as may be agreed upon in the day-to-day operations of Buyer and Seller.

³ Deliveries to or for the account of Shipper at the delivery point(s) shall be subject to the limits of the Delivery Point Entitlement ("DPE's") of the entities receiving the gas at the delivery points, as such DPE's are set forth in Transco's FERC Gas Tariff, as amended from time to time.

~~FORM OF~~ SERVICE AGREEMENT (CONTINUED)

~~(For Use Under Seller's Rate Schedule FT)~~

~~(Continued)~~

~~Exhibit c~~ EXHIBIT C

Specification of Negotiated Rate and Term

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

~~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.}~~

~~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.}~~

May 8, 2001

Mr. Tom Blumenstein
Municipal Gas Authority of Georgia
as agent for City of Buford, GA.
104 Park Town Drive
Kennesaw, GA 30144

Re: Rate Agreement for Firm Transportation Service

Gentlemen:

Transcontinental Gas Pipe Line Corporation (“Transco”) and Municipal Gas Authority of Georgia, as agent for City of Buford, Georgia (“Shipper”) are parties to that certain Precedent Agreement, dated Feb. 21, 2001, pursuant to which Shipper has subscribed to 2,070 dt/d of firm transportation capacity on Transco’s Momentum Expansion Project (“Momentum”) from the receipt point to the delivery point specified therein (“Subject Firm Transportation Service”). Based on Shipper’s representation that rate consideration is necessary in order to meet competitive market requirements, Transco and Shipper now desire to enter into this agreement to set forth the terms and conditions for a negotiated rate for such firm transportation service. Accordingly, for and in consideration of the mutual covenants set forth herein and in the Precedent Agreement, Transco and Shipper hereby agree as follows:

1. Rate. For the Subject Transportation Service, Shipper shall, upon execution of Transco’s Rate Schedule FT Service Agreement for such service, elect to pay either (a) the maximum reservation rate, including the electric power unit rate and all applicable charges, surcharges and fuel applicable from time to time, for Momentum service under Rate Schedule FT (“Recourse Rate”), or (b) a negotiated monthly reservation rate of \$7.300 per dt plus the electric power unit rate, all applicable surcharges (except for the GRI surcharge) and fuel applicable from time to time to Momentum service under Rate Schedule FT (“Negotiated Rate”).
2. Rate Design. Shipper acknowledges that the initial Recourse Rate shall be designed based on the straight fixed variable rate design methodology, and Shipper shall not oppose before the Federal Energy Regulatory Commission (“FERC”) or otherwise Transco’s use of such methodology in designing the initial Recourse Rate or subsequent changes to the Recourse Rate. Transco shall

have the unilateral right to propose, file and make effective revisions to the Recourse Rate and rate design for the Recourse Rate.

3. FERC Proceedings. ~~If Shipper elects the Negotiated Rate, (a) Seller Transco agrees shall not to file or cause to be filed with the FERC under Section 4 of the Natural Gas Act ("NGA") to seek to modify the nNegotiated rRate set forth above and (b) Buyer Shipper agrees shall 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 relating to the nNegotiated rRate set forth above.~~
4. Term. This agreement shall be effective as of the date first above written and shall terminate at the expiration of the fifteen (15) year primary term of the Rate Schedule FT Service Agreement executed by Transco and Shipper for the Subject Firm Transportation Service.
5. Notice for Election. ~~Notices to either party Unless otherwise directed by Transco, the election to be made by Shipper pursuant to Paragraph 1 above shall be made in writing and shall be considered as duly delivered when mailed to the other party at sent by personal delivery, telecopier or registered or certified mail (postage prepaid) to~~ the following address:

LLC Corporation Transcontinental Gas Pipe Line Company,
P. O. Box 13962800 Post Oak Boulevard
Houston, Texas 7725177056
Telecopier: 713-215-2549
Attention: Director — Customer Services & Scheduling
Vice President, Customer Service and Rates

6. Laws and Governmental Authorities. ~~The rate schedules of Seller, these General Terms and Conditions, This agreement and the respective obligations of the parties under the service agreement, hereunder~~ are subject to valid all applicable laws, orders, rules and regulations of duly constituted the FERC and other governmental authorities having jurisdiction, and in the event of conflict, such laws, orders, rules and regulations shall control.
7. Waiver. No waiver by either party of any one or more defaults breach by the other party in the performance of any condition, provisions of this agreement or requirement herein shall operate or be construed as be or deemed to be a waiver of any future default or defaults, whether of a like or different character or in any manner release the other party from, performance of any other condition,

- provision or requirement herein or future performance of the same condition, provision or requirement.
8. Assignment. Any individual or entity which shall succeed by purchase, merger or consolidation of the properties of Transco or Shipper shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this agreement. Either party, may without prior consent of the other Party, pledge, mortgage or assign its rights hereunder as security for its indebtedness; otherwise, any assignment of this agreement or any of the rights and obligations hereunder shall be void and of no force or effect unless the assigning Party first obtains the consent thereto in writing of the other Party. With respect to the foregoing sentence, Shipper and Transco hereby agree to execute and deliver to any pledgee or mortgagee of the other Party a consent to assignment to the extent such consent does not materially alter any of the terms and conditions of this agreement. Any assignment hereof shall be subject to the receipt and acceptance by Transco of any necessary regulatory or subject to the receipt and acceptance by Transco of any necessary regulatory or governmental authorizations. This agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their respective authorized successors and assigns.
 9. Confidentiality. Shipper shall not disclose or communicate the substance or terms of this agreement, (and shall cause its employees, agents and representatives not to disclose or communicate the substance or terms of this agreement) to any other person without the prior written consent of Transco; provided, however, that Shipper may disclose the terms of this agreement as required by law, order, directive, rule or regulation of any duly constituted governmental or other regulatory body or official having jurisdiction; provided further, that Shipper shall not make such disclosure or communication without first giving Transco two (2) working days prior written notice of same, unless otherwise required by such law, order directive, rule or regulation. Notwithstanding the foregoing, Transco and Shipper acknowledge that the Negotiated Rate and the terms relating thereto will be specified in either the Momentum Service Agreement between Transco and Shipper or in a tariff sheet setting forth the FERC-required information pertaining to the Negotiated Rate, and in either case will be filed with the FERC prior to the in-service date of Momentum.
 10. Choice of Law. The interpretation and performance of this THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, without recourse to the law governing EXCLUDING, HOWEVER, ANY 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 RULES OR PRINCIPLES WHICH MIGHT REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

In witness of the foregoing, please have a duly authorized representative of Shipper execute this agreement in the space provided below.

Very truly yours,

TRANSCONTINENTAL GAS PIPE LINE
CORPORATION

By: _____
Frank J. Ferazzi
Vice President
Customer Service and Rates

ACCEPTED AND AGREED TO AS
OF THE DATE FIRST ABOVE WRITTEN:

CITY OF BUFORD

By: _____

SERVICE AGREEMENT

between

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

and

PIEDMONT NATURAL GAS COMPANY, INC.

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

THIS AGREEMENT entered into this 25th day of June, 1996, by and between TRANSCONTINENTAL GAS PIPE LINE ~~CORPORATION~~COMPANY, LLC, a Delaware ~~corporation~~limited liability company, hereinafter referred to as "Seller," first party, and PIEDMONT NATURAL GAS COMPANY, INC. hereinafter referred to as "Buyer," second party,

W I T N E S S E T H

WHEREAS, by order issued December 21, 1994, in Docket No. CP94-109, the Federal Energy Regulatory Commission ("Commission") authorized Seller's 1995/1996 Southeast Expansion Project (referred to as "SE95/96"), and by order issued February 5, 1996, in the same proceeding, the Commission authorized certain modifications to Phase II of SE95/96; and

WHEREAS, SE95/96 is being constructed in two phases -- Phase I added the dekatherm equivalent of 115,000 Mcf of gas per day of incremental firm transportation capacity in December 1995, and Phase II, as amended, will add the dekatherm equivalent of 55, 000 Mcf of gas per day of incremental firm transportation capacity by a proposed in-service date of November 1, 1996; and

WHEREAS, Seller and Buyer have executed (i) a Precedent Agreement, dated October 26, 1993, for firm transportation service under SE95/96, (ii) a Service Agreement, dated April 30, 1995 (hereinafter referred to as the "April 30, 1995 Service Agreement"), under Seller's Rate Schedule FT for such firm transportation service, and (iii) a letter agreement, dated May 22, 1995, for additional firm transportation service under Phase II to be made available as a result of the modifications to the SE95/96 facilities; and

WHEREAS, the parties now desire to enter into this agreement to incorporate the additional firm transportation service for Buyer under Phase II and to supersede and terminate the April 30, 1995 Service Agreement.

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
GAS TRANSPORTATION SERVICE

1. Subject to the terms and provisions of this agreement and of Seller's Rate Schedule FT, Buyer agrees to deliver or cause to be delivered to Seller gas for transportation and Seller agrees to receive, transport and redeliver natural gas to Buyer or for the account of Buyer, on a firm basis, up to the dekatherm equivalent of a

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

Transportation Contract Quantity ("TCQ") of 75,213 Mcf per day from November 1, 1995 to October 31, 1996, and up to the dekatherm equivalent of 103,509 Mcf per day from November 1, 1996 through the remaining term of this agreement.¹

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 Volume No. 1 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.

¹ Buyer and Seller agree that the commencement of service hereunder up to the stated TCQ amounts shall be subject to the completion of construction and placement into service of Seller's facilities necessary to provide firm transportation service to Buyer pursuant to the authorizations issued by the FERC in Docket No. CP94-109. Seller shall notify Buyer as soon as reasonably practicable as the additional authorized facilities are constructed and ready for placement into service.

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

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective as of the later of November 1, 1995 or the date ~~that all of~~ Seller's _____ facilities necessary to provide ~~firm transportation~~ service to Buyer under Phase I of SE95/96 have been constructed and are ready for service, ~~as determined in Seller's sole opinion~~ and shall remain in force and effect for a primary term of twenty (20) years from and after such effective date _____ and year to year thereafter until terminated after such primary term by Seller or Buyer upon at least two (2) years written prior notice to the other party; 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 ~~creditworthiness~~, and (b) Buyer fails to provide adequate security in accordance with Seller's ~~Section 32 of the General Terms and Conditions of Seller's Volume No. 1 Tariff~~. Rate Schedule FT.

ARTICLE V
RATE SCHEDULE AND PRICE

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

2. Seller and Buyer agree that the quantity of gas that Buyer delivers or causes to be delivered to Seller shall include the quantity of gas retained by Seller for applicable compressor fuel, line loss make-up (and injection fuel under Seller's Rate Schedule GSS, if applicable) in providing the transportation service hereunder, which quantity may be changed from time to time and which will be specified in the currently effective Sheet No. 44~~8~~1 of Volume No. 1 of this Tariff which relates to service under this agreement and which is incorporated herein.

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

~~FORM OF~~ SERVICE AGREEMENT

(For Use Under Seller's Rate Schedule FT)

(Continued)

FT, to the extent such fees are imposed upon Seller by the Federal Energy Regulatory Commission or any successor governmental authority having jurisdiction.

ARTICLE VI
MISCELLANEOUS

1. This Agreement supersedes and cancels as of the effective date hereof the following contracts(s) between the parties hereto: April 30, 1995 Service Agreement.

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

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

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

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

(a) If to Seller:

Transcontinental Gas Pipe Line ~~Corporation~~ ~~Company, LLC~~
P.O. Box 1396
Houston, Texas 77251
Attention: Vice President – Customer Service

(b) If to Buyer:

Piedmont Natural Gas Company, Inc.
1915 Rexford Road
Charlotte, North Carolina 28211

~~FORM OF~~ SERVICE AGREEMENT

(For Use Under Seller's Rate Schedule FT)

(Continued)

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

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

TRANSCONTINENTAL GAS PIPE LINE
CORPORATION ~~COMPANY, LLC~~
(Seller)

By _____

~~Print Name~~ Frank J. Ferazzi
~~Title~~ Vice President – Customer Services

PIEDMONT NATURAL GAS COMPANY, INC.
(Buyer)

By _____

~~Print Name~~ _____

~~Title~~ _____

~~FORM OF~~ SERVICE AGREEMENT

(For Use Under Seller's Rate Schedule FT)

(Continued)

Exhibit A

| Point(s) of Receipt | Maximum Daily <u>Quantity</u> Capacity Entitlement at each Receipt Point <u>(Mcf/d)² : (DT/day)*</u> | |
|--|--|-----------------------------|
| | <u>Phase I</u> | <u>Phase II³</u> |
| The interconnection between the facilities of Seller and Seller's Mobile Bay Lateral near Butler in Choctaw County, Alabama. | <u>75,213</u> | <u>103,509</u> |

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

³ The stated quantity represents the combined quantities for Phase I and Phase II.

~~FORM OF~~ SERVICE AGREEMENT

~~(For Use Under Seller's Rate Schedule FT)~~

(Continued)

Exhibit B

| Point(s) of Delivery ⁴ | Maximum Ddaily <u>Quantity at each</u> Capacity | |
|---|--|---|
| | Entitlement at each | |
| | Delivery Point (<u>Mcf/d</u>)⁵ | (D/day) Pressure |
| | <u>Phase I</u> | <u>Phase II</u> ⁵ |
| Woodruff Meter Station, located at milepost 1198.97 on Seller's main transmission line, Spartanburg County, South Carolina. | <u>6,024</u> | <u>9,024</u> |
| Charlotte Meter Station, located at milepost 1287.10 on Seller's main transmission line in Iredell County, North Carolina. | <u>21,315</u> | <u>35,634</u> |
| Cardinal Meter Station, located at milepost 1369.50 on Seller's main transmission line, Rockingham County, North Carolina. | <u>12,211</u> | <u>23,188</u> |
| Hickory Meter Station, located at milepost 1269.23 on Seller's main transmission line, Stanley, North Carolina. | <u>35,663</u> | <u>35,663</u> |

⁴ Seller shall redeliver gas at Seller's available pipeline pressure.

⁵ The stated volume represents the combined quantities for Phase I and Phase II.

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

Specification of Negotiated Rate and Term

AMENDMENT TO SERVICE AGREEMENTS

THIS AMENDMENT ("Amendment") entered into this 30th day of June, 2004, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as Seller, first party, and PIEDMONT NATURAL GAS COMPANY, INC., hereinafter referred to as Buyer, second party.

WITNESSETH:

WHEREAS, Seller and Buyer entered into that certain Service Agreement dated June 25, 1996 under Seller's Rate Schedule FT pursuant to which Seller provides firm transportation service for buyer of a Transportation Contract Quantity of 107,132 dt (Seller's Contract No. 1012026), and Seller and Buyer entered into that certain Service Agreement dated June 6, 1996 under Seller's Rate Schedule FT pursuant to which Seller provides firm transportation service for Buyer of a Transportation Contract Quantity of 21,222 dt (Seller's Contract No. 1009774), and Seller and Buyer entered into that certain Service Agreement dated June 6, 1996 under Seller's Rate Schedule FT pursuant to which Seller provides firm transportation service for Buyer of a Transportation Contract Quantity of 607 dt (Seller's Contract No. 1009773), and Seller and Buyer entered into that certain Service Agreement dated April 30, 1995 under Seller's Rate Schedule FT pursuant to which Seller provides firm transportation service for Buyer of a Transportation Contract Quantity of 524 dt (Seller's Contract No. 1015765) (such Service Agreements hereinafter referred to individually as "Service Agreement #1012026", "Service Agreement #1009774", "Service Agreement #1009773", and "Service Agreement #1015765", respectively, and collectively as the "Service Agreements"), and

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

WHEREAS, Buyer has requested consolidation of the Service Agreements, and Seller has determined that such consolidation is permitted under Section 22; and

WHEREAS, Seller and Buyer have agreed to accomplish that consolidation by amending Service agreement #1012026 to include Buyer's Transportation Contract Quantity from Service Agreement #1009774, Service Agreement #1009773 and Service Agreement #1015765, and terminating Service Agreement #1009774, Service Agreement #1009773 and service agreement #1015765, all to be effective on July 1, 2004.

NOW, THEREFORE, Seller and Buyer agree as follows:

1. Effective 9:00 a.m. Central Clock Time on July 1, 2004, Article I of Service Agreement #1012026 is hereby deleted in its entirety and replaced by the following:

“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 129,485 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 Volume No. 1 FERC Gas Tariff.”

2. Except as specifically amended hereby, all of the terms and conditions of Service Agreement #1012026 shall remain in full force and effect.

3. Effective 9:00 a.m. Central Clock Time on July 1, 2004, Service Agreement #1009774, Service Agreement #1009773 and Service Agreement #1015765 are hereby terminated and shall be of no further force or effect from and after that date. Termination of Service Agreement #1009774, Service Agreement #1009773 and Service Agreement #1015765 as set forth herein shall not relieve either party of rights, duties or obligations under Service Agreement #1009774, Service Agreement #1009773 and Service Agreement #1015765 that accrue during or relate to the period prior to the termination date.

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

TRANSCONTINENTAL GAS PIPE
LINE CORPORATION (“Seller”)

PIEDMONT NATURAL GAS
COMPANY, INC. (“Buyer”)

By _____

By _____

Frank J. Ferazzi
Vice President

Transcontinental Gas Pipe Line Corporation

2800 Post Oak Boulevard
P. O. Box 1396
Houston, Texas 77251-1396
713-439-2000

June 10, 1991

Mr. Steve Gunther
Atlanta Gas Light Company
235 Peachtree Street, N.E.
Atlanta, GA 30303

Re: Transcontinental Gas Pipe Line Corporation
Docket Nos. CP88-391-000, et al.

Gentlemen:

This letter sets forth the agreement of Transcontinental Gas Pipe Line Corporation (Transco) and Atlanta Gas Light Company (Atlanta) to specified options available to Atlanta Under Transco's executed September 17, 1990 Settlement ("Settlement") now pending in the referenced proceeding.

1. If Transco is required to provide firm or interruptible pipeline sales and/or transportation service directly to an existing gas burning facility that prior to the date of commencement of such direct service was receiving gas service from Atlanta (Existing Facility), thereby excluding Atlanta from such transaction:

Transco shall always offer firm or interruptible sales and/or transportation service, as applicable, to Atlanta under the same terms and conditions (including rates) offered to the Existing Facility for a volume of gas equal to the maximum daily sales and/or transportation service provided directly to the Existing Facility by Transco.

2. If Transco voluntarily provides firm or interruptible pipeline sales and /or transportation service directly to an Existing Facility thereby excluding Atlanta from such transaction:

Mr. Steve Gunther

June 10, 1991

Page 2

- (a) Transco shall always offer firm or interruptible sales and/or transportation service, as applicable, to Atlanta under the same terms and conditions (including the lowest rates) offered to any facility served directly by Transco in Atlanta's existing service territory for a volume of gas equal to the maximum daily sales and/or transportation service provided directly to the Existing Facility by Transco, or
- (b) Atlanta shall have the right to elect, within six (6) months following receipt of notice that such direct service will be provided to an Existing Facility by Transco, to reduce its Rate Schedule FS and/or FT entitlements. Atlanta agrees to specify, at the time of such election, the date, which shall be a date no earlier than six (6) months following the date of Atlanta's election and no later than thirty-six (36) months following the date of Atlanta's election, on which such reductions will become effective. Such reductions in Rate Schedule FS and/or FT service shall be no greater than the maximum daily sales and/or transportation service provided directly by Transco to such Existing Facility.
- (c) Transco will provide written notice to Atlanta sixty (60) days prior to commencement of voluntary direct sales and/or transportation service to an Existing Facility.
- (d) For purposes of this Section 2., Transco shall be deemed to have voluntarily provided direct service to an Existing Facility if Transco voluntarily constructs facilities connecting its system to an Existing Facility or if Transco does not oppose a tap into its system by an Existing Facility or a third party the purpose of which, at the time the tap is constructed, is to bypass Atlanta and serve an Existing Facility.

In consideration of the foregoing options available to Atlanta, Atlanta agrees to subscribe to FS Service for a term of at least three (3) years in a total amount of 53,800 Mcf per day. Atlanta may elect to enter into one or more contracts for FS service, each of which will separately specify the applicable primary terms. Additionally, Atlanta agrees not to modify its comments in support of the Settlement.

Mr. Steve Gunther

June 10, 1991

Page 2

If the foregoing is acceptable to Atlanta, please execute two (2) copies of this agreement and have same express mailed to the undersigned.

For TRANSCONTINENTAL GAS PIPE LINE
CORPORATION

By _____

James C. Forsman

Senior Vice President – Gas Supply

For ATLANTA GAS LIGHT COMPANY

By _____

Title

Atlanta Gas Light Company/ P. O. Box 4569/Atlanta, Georgia 30302/Phone 404-584-4000

March 24, 1993

Mr. Thomas E. Skains
Senior Vice President
Transportation & Customer Services
Transcontinental Gas Pipe Line
Corporation
Post Office Box 1396
Houston, Texas 77251 – 1396

RE: Amendment to the June 10, 1991 Letter
Agreement between Transcontinental Gas Pipe
Line Corporation and Atlanta Gas Light Company

Dear Mr. Skains:

The purpose of this letter is to clarify, by amendment, the intent of the parties under the Letter Agreement dated June 10, 1991, between Transcontinental Gas Pipe Line Corporation (“Transco”) and Atlanta Gas Light Company (“Atlanta”) regarding specified options available to Atlanta in the event Atlanta is bypassed by Transco (“June 10 Letter Agreement”).

Transco and Atlanta agree that the June 10 Letter Agreement is hereby amended by adding the following paragraph 3:

- “3. All rights and obligations set forth in this Agreement shall endure and be binding
- a) as long as Transco provides sales and/or transportation service to Atlanta under Rate Schedule FS and/or Rate Schedule FT service agreements or any successor service agreements that may be executed in the future by and between Transco and Atlanta; and

Mr. Thomas E. Skains

March 24, 1993

Page 2

- b) shall not terminate as long as, Atlanta is a customer of Transco's and receiving service under Rate Schedule FS and/or Rate Schedule FT or any successor services, unless the parties mutually agree to terminate the June 10 Letter Agreement by separate written agreement."

If the foregoing clarification of the parties' intent under the June 10 Letter Agreement is acceptable, please execute two (2) copies of this amending agreement and have the same express mailed to the undersigned.

For ATLANTA GAS LIGHT COMPANY

By _____
Stephen J. Gunther
Vice President – Gas Supply
And Federal Regulations

For TRANSCONTINENTAL GAS PIPE
LINE CORPORATION

By _____
Thomas E. Skains
Senior Vice President
Transportation & Customer Services