

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

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

WITNESSETH

WHEREAS,

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
GAS TRANSPORTATION SERVICE

1. Subject to the terms and provisions of this agreement and of Seller's Rate Schedule FTP, Buyer agrees to deliver or cause to be delivered to Seller gas for transportation and Seller agrees to receive, transport and redeliver natural gas to Buyer or for the account of Buyer, on a firm basis, up to the Transportation Contract Quantity ("TCQ") per day set forth on Exhibit B attached hereto. The maximum daily receipt obligation ("MDRO") at each receipt point and the Maximum Daily Capacity Entitlement at each delivery point are set forth on Exhibit B.

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

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

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

ARTICLE II
POINT(S) OF RECEIPT

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

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

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

ARTICLE III POINT(S) OF DELIVERY

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

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

ARTICLE IV TERM OF AGREEMENT

This agreement shall be effective as of _____, _____ (year) and shall remain in force and effect for the life of each of the Committed Properties set forth on Exhibit A; provided, however, this agreement shall terminate immediately and, subject to the receipt of necessary authorizations, if any, Seller may discontinue service hereunder if (a) Buyer, in Seller's reasonable judgment fails to demonstrate creditworthiness, and (b) Buyer fails to provide adequate security in accordance with Section 32 of the General Terms and Conditions of Seller's Volume No. 1 Tariff.

ARTICLE V RATE SCHEDULE AND PRICE

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

2. Seller and Buyer agree that the quantity of gas that Buyer delivers or causes to be delivered to Seller hereunder shall include gas retained by Seller for applicable compressor fuel and line loss make-up in providing the transportation service hereunder, which quantity may be changed from time to time and which will be specified in the currently effective Statement of Rates and Fuel in Part II, Section 12.1 of this tariff which relates to service under this agreement and which is incorporated herein.

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

ARTICLE VI
MISCELLANEOUS

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

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

3. The interpretation and performance of this agreement shall be in accordance with the laws of the State of _____, 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
P. O. Box 1396
Houston, Texas 77251
Attention: Customer Services

(b) If to Buyer:

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
COMPANY, LLC
(Seller)

By _____

Print Name _____

Title _____

(Buyer)

By _____

Print Name _____

Title _____

Exhibit A

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

And _____

Contract No. _____

BUYER'S COMMITTED PROPERTIES

Outer Continental Shelf Blocks

Leasehold Interests

Exhibit B

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

And _____

Contract No. _____

Effective Date: _____

Supersedes Exhibit B dated: _____

(Buyer)

By _____

Print Name _____

Title _____

Executed: _____

TRANSCONTINENTAL GAS PIPE LINE
COMPANY, LLC
(Seller)

By _____

Print Name _____

Title _____

Executed: _____

Exhibit B

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

And _____

Contract No. _____

<u>Points of Receipt</u>	Location <u>ID</u>	Maximum Daily Receipt Obligation (MDRO) <u>(Dt/Day)**</u>	MDRO Effective <u>From</u> <u>Through</u>
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<u>Points of Delivery</u>	Location <u>ID</u>	Maximum Daily Capacity Entitlement (MDCE) <u>(Dt/Day)</u>	MDCE Effective <u>From</u> <u>Through</u>
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<u>TCQ</u>	<u>(Dt/Day)</u>	TCQ Effective <u>From</u> <u>Through</u>
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** These quantities do not include the additional quantities of gas retained by Seller for applicable compressor fuel and line loss make-up provided for in Article V, 2 of this service agreement, which are subject to change as provided for in Article V, 2 hereof.

Exhibit C

Specification of Negotiated Rate and Term

[OPTIONAL IF AGREED TO: Buyer agrees not to file or cause to be filed with the FERC any action, claim, complaint, or other pleading under Section 5 of the NGA, or support or participate in any such proceeding initiated by any other party, requesting a change to or in any way opposing the negotiated rate set forth above.]

[OPTIONAL IF AGREED TO: Seller agrees not to file or cause to be filed with the FERC under Section 4 of the NGA to seek to modify the negotiated rate set forth above.]