



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

May 29, 2015

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

Attention: Kimberly D. Bose, Secretary

Re: Transcontinental Gas Pipe Line Company, LLC
Negotiated Rate, Non-Conforming Part 284 Service Agreement
Docket No. RP15-

Ladies and Gentlemen:

Pursuant to Section 4 of the Natural Gas Act (“NGA”) and Part 154 of the Federal Energy Regulatory Commission’s (“FERC” or “Commission”) regulations thereunder, Transcontinental Gas Pipe Line Company, LLC (“Transco”) submits for filing with the Commission a tariff record for inclusion in its FERC Gas Tariff, Original Volume No. 1A (“Volume No. 1A Tariff”) that is a negotiated rate service agreement under Rate Schedule FT which contains non-conforming language. The service agreement, between Transco and Morgan Stanley Capital Group Inc. (“MSCG”), provides for firm transportation service under Transco’s Northeast Supply Link Project (“NESL”)¹ (Contract No. 9172578, “MSCG Agreement”). As further explained herein, the MSCG Agreement is the result of a permanent release of NESL firm transportation capacity by WPX Energy Marketing, LLC (“WPX”) to MSCG as part a larger transaction involving WPX’s sale of long-term gas purchase and sales agreements and associated interstate transportation to MSCG. In addition, Transco hereby submits a tariff record to reflect the removal of WPX’s NESL service agreement (Contract No. 9144665, “WPX Agreement”) from Transco’s Volume No. 1A Tariff.² The tariff records are proposed to be effective June 1, 2015.

¹ Transco’s Northeast Supply Link Project was approved by Commission order issued on November 2, 2012 in Docket No. CP12-30-000. Transcontinental Gas Pipe Line Co., LLC, 141 FERC ¶ 61,091 (2012), reh’g denied, Transcontinental Gas Pipe Line Co., LLC, 143 FERC ¶ 61,132 (2013).

² Transco filed the WPX Agreement and three other NESL service agreements for inclusion in its Volume No. 1A Tariff on September 27, 2013 in Docket No. RP13-1363-000. The Commission accepted the service agreements, including the WPX Agreement, by Letter Order dated October 24, 2013.

Statement of Nature, Reasons and Basis for Filing

The purpose of this filing is to include in Transco's Volume No. 1A Tariff, effective June 1, 2015, the MSCG Agreement, which provides for the same negotiated rate and contains the same non-conforming provisions³ as the WPX Agreement, and to remove the WPX Agreement from Transco's Volume No. 1A Tariff effective June 1, 2015.⁴

On May 4, 2015, WPX and MSCG filed with the Commission a "Joint Petition for Temporary Waiver of Capacity Release and Certain Other Regulations and Policies and Related Tariff Provisions, and Request for Shortened Comment Period and Expedited Treatment" in Docket No. RP15-966-000 ("May 4 Petition"). The May 4 Petition requested temporary and limited waivers of certain of the Commission's interstate natural gas pipeline capacity release regulations, requirements, and related policies, as well as the applicable provisions of Transco's FERC Gas Tariff to, among other things, effectuate a permanent release of WPX's transportation capacity under the WPX Agreement to MSCG. The May 4 Petition also requested the Commission's reconfirmation of its approval of the non-conforming provisions in the WPX Agreement, which were to be included in the MSCG Agreement.⁵ The Commission granted the authorizations requested in May 4 Petition in a Letter Order dated May 20, 2015,⁶ permitting, among other things, the permanent release of capacity under the WPX Agreement to MSCG and confirming its approval of the non-conforming provisions to be reflected in the MSCG Agreement.

Consistent with the foregoing and in accordance with the Commission's negotiated rate policies⁷ and Transco's negotiated rate tariff provisions approved by the Commission,⁸ Transco requests that the Commission (i) accept the MSCG Agreement, which reflects the same negotiated rate and non-conforming provision contained in the WPX Agreement previously approved by the Commission, and (ii) accept the removal of the WPX Agreement from Transco's Volume No. 1A Tariff.

³ The nonconforming provisions are reflected in Exhibit C of the MSCG Agreement, and were previously reflected in the WPX Agreement and accepted by the Commission in Docket No. RP13-1363. Those provisions deviate from the current form of service agreement for use under Rate Schedule FT in Transco's Tariff by giving MSCG a "step down" right, *i.e.*, the right to reduce the TCQ for each of the two term extensions under the agreement by designating a smaller TCQ in its written request to Transco for the term extensions.

⁴ The WPX Agreement is currently listed in Transco's FERC Gas Tariff, Fifth Revised Volume No. 1 ("Volume No. 1 Tariff"), on the list of non-conforming agreements (Part VI, Section 1). Transco will submit, in a separate filing, a revised tariff record to remove the WPX Agreement from, and add the MSCG Agreement to, the list of non-conforming agreements in Transco's Volume No. 1 Tariff.

⁵ As stated in the May 4 Petition, the MSCG Agreement differs from the WPX Agreement in only two respects: the shipper name will be MSCG instead of WPX, and the contract term will be revised to reflect the June 1, 2015 effective date of the permanent release from WPX to MSCG. A copy of the proposed MSCG Agreement was included as Exhibit A to the May 4 Petition.

⁶ 151 FERC ¶ 61,164 (2015).

⁷ Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines and Regulation of Negotiated Transportation Services of Natural Gas Pipelines, 74 FERC ¶ 61,076, reh'g and clarification denied, 75 FERC ¶ 61,024 reh'g denied, 75 FERC ¶ 61,066 (1996); Natural Gas Pipeline Negotiated Rate Policies and Practices, 104 FERC ¶ 61,134 (2003).

⁸ Transcontinental Gas Pipe Line Corp., 76 FERC ¶ 61,318 (1996).

Transco has attached a red-lined version of the MSCG Agreement identifying the non-conforming provisions compared to Transco's pro forma Form of Service agreement under Rate Schedule FT. The non-conforming provisions are confined to Exhibit C to the MSCG Agreement. The attached MSCG Agreement is identical to that included as Exhibit A to the May 4 Petition approved by the May 20, 2015 Letter Order.

Proposed Effective Date and Waiver

Transco respectfully requests that the Commission accept the tariff records submitted herewith effective June 1, 2015, the effective date of the permanent release by WPX to MSCG. Accordingly, Transco respectfully requests that the Commission grant a waiver of Section 154.207 of its regulations ("Regulations") in order to accept the tariff records as proposed. In addition, since the WPX Agreement is being removed in its entirety from the Volume No. 1A Tariff, Transco requests a waiver of Section 154.201(a) of the Regulations which requires a marked version of the tariff sections being changed.

Materials Submitted Herewith

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

An eTariff XML filing package, filed as a zip (compressed) file, containing:

- (1) A copy of the tariff records submitted as whole documents in PDF format;
- (2) A transmittal letter in PDF format;
- (3) A "redlined" version of the MSCG Agreement; and
- (4) A copy of the complete filing in PDF format for publishing in eLibrary.

Posting and Certification of Service

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

Any communication regarding this filing should be sent to:

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

Respectfully submitted,
TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC

By 

Scott C. Turkington
Director, Rates & Regulatory
(713) 215-3391
Email: scott.c.turkington@williams.com

Transcontinental Gas Pipe Line Company, LLC
FERC NGA Gas Tariff
Original Volume No. 1A

Effective Date: June 1, 2015

Contract No. 9172578 – Morgan Stanley Capital Group Inc.,
FT Agreement dated 5/28/15

Version 0.0.0

Option Code: A

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

THIS AGREEMENT entered into this 28 day of May, 2015, by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller," first party, and MORGAN STANLEY CAPITAL GROUP INC, hereinafter referred to as "Buyer," second party,

WITNESSETH

WHEREAS, Seller and WPX Energy Marketing, LLC are parties to a Service Agreement, dated November 26, 2012, (Seller's contract number 9144665) under Seller's Rate Schedule FT, pursuant to which Seller provides firm transportation service of up to a Transportation Contract Quantity of 135,000 dt per day through Seller's pipeline system under Seller's Northeast Supply Link Project; and

WHEREAS, pursuant to Section 42 of the General Terms and Conditions of Seller's FERC Gas Tariff, and in accordance with certain waivers related thereto granted by the Federal Energy Regulatory Commission by order issued on May 20, 2015 in Docket No. RP15-966-000, 151 FERC ¶ 61,164 (2015), WPX Energy Marketing, LLC has permanently relinquished to Buyer the total 135,000 dt per day of Transportation Contract Quantity under that Service Agreement effective as of June 1, 2015; and

WHEREAS, Buyer has agreed to such permanent capacity release and is willing to assume all rights and obligations of WPX Energy Marketing, LLC for the 135,000 dt per day of Transportation Contract Quantity pursuant to the terms and conditions of this 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 135,000 dt per day.

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

ARTICLE II
POINT(S) OF RECEIPT

Buyer shall deliver or cause to be delivered gas at the point(s) of receipt hereunder at a pressure sufficient to allow the gas to enter Seller's pipeline system at the varying pressures that may exist in such

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

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

ARTICLE III POINT(S) OF DELIVERY

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

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

ARTICLE IV TERM OF AGREEMENT

This agreement shall be effective as of June 1, 2015 and shall remain in force and effect until 9:00 a.m. Central Clock Time November 1, 2028 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, 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 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.

The credit support provisions set forth in that certain Northeast Supply Link Project Precedent Agreement dated June 2, 2010 (including any amendments thereto) related to this agreement are hereby incorporated herein by reference and made a part of this agreement.

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

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

ARTICLE VI MISCELLANEOUS

1. This Agreement supersedes and cancels as of the effective date hereof the following contract(s): 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 New York, 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: Director, Customer Services

(b) If to Buyer:
Morgan Stanley Commodities Group Inc
2000 Westchester Avenue
Purchase, New York 10577
Attention: Deborah Hart

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 Camilo Amezcua ^{MD}
Print Name Camilo Amezcua
Title Director - Customer Services

MORGAN STANLEY CAPITAL GROUP INC
(Buyer)

By Deborah L. Hantz
Print Name Deborah L. Hantz
Title Vice President

Exhibit A

<u>Point(s) of Receipt</u>	<u>Maximum Daily Capacity Entitlement at each Receipt Point (DT/day)*</u>
The Marc I point of interconnection between Seller and CNYOG near milepost 136.21 on Seller's Leidy Line in Lycoming County, Pennsylvania,	135,000

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

Exhibit B

<u>Point(s) of Delivery</u>	<u>Maximum Daily Capacity Entitlement at each Delivery Point(Dt/Day)</u>	<u>Pressure</u>
Seller's Station 210 pooling point located at the existing point of interconnection between Seller's Leidy Line and Seller's mainline in Mercer County, New Jersey.	27,000	Not less than 50 pounds per square inch gauge or such other pressures as may be agreed upon in the day to day operations of Seller and Buyer.
Seller's existing Narrows delivery point in New York City, New York.	27,000	Not less than 50 pounds per square inch gauge or such other pressures as may be agreed upon in the day to day operations of Seller and Buyer.
Seller's existing Central Manhattan delivery point in New York City, New York.	54,000	Not less than 50 pounds per square inch gauge or such other pressures as may be agreed upon in the day to day operations of Seller and Buyer.
Seller's existing Manhattan delivery Point in New York City, New York.	27,000	Not less than 50 pounds per square inch gauge or such other pressures as may be agreed upon in the day to day operations of Seller and Buyer.

Exhibit C

Specification of Negotiated Rate and Term

During the primary term of this service agreement beginning on June 1, 2015 and ending at 9:00 a.m. Central Clock Time November 1, 2028 ("Primary Term"), Buyer shall pay Seller a daily reservation rate of \$0.5900 per dt ("Negotiated Reservation Rate").

In addition to such Negotiated Reservation Rate, Buyer shall be responsible for compressor fuel and line-loss makeup retention and shall pay the electric power charges, commodity charges, and all applicable surcharges set forth in Seller's FERC Gas Tariff for Rate Schedule FT service to Buyer under this service agreement as approved by FERC. The fuel and line-loss makeup retention, electric power charges, commodity charges, and applicable surcharges are subject to change from time to time as approved by the FERC, and either party may exercise its statutory rights to effectuate or oppose such changes.

Seller will agree, upon written request by Buyer at least one (1) year prior to the end of the Primary Term, to extend the term of this service agreement for an additional five (5) year period ("First Term Extension") for all or a portion of the TCQ in effect during the Primary Term and, at the sole election of Buyer, at either (i) the Negotiated Reservation Rate that is in effect on the last day of the Primary Term, or (ii) the applicable maximum cost of service-based recourse rates under Rate Schedule FT of Seller's FERC Gas Tariff for firm transportation service under the Northeast Supply Link Project.

Seller will agree, upon written request by Buyer at least one (1) year prior to the end of the First Term Extension, to extend the term of this service agreement for a second additional term ("Second Term Extension") of at least one (1) year for all or a portion of the TCQ in effect during the First Term Extension and at the applicable maximum cost of service-based recourse rates under Rate Schedule FT of Seller's FERC Gas Tariff for firm transportation service under the Northeast Supply Link Project.

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.

Transcontinental Gas Pipe Line Company, LLC
FERC NGA Gas Tariff
Original Volume No. 1A

Effective Date: June 1, 2015

Contract No. 9144665 – WPX Energy Marketing, LLC
FT Agreement dated 11/26/12

Version 1.0.0

AGREEMENT TERMINATED

Option Code: A

“Red-lined” Service Agreement

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

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

W I T N E S S E T H

WHEREAS, Seller and WPX Energy Marketing, LLC are parties to a Service Agreement, dated November 26, 2012, (Seller's contract number 9144665) under Seller's Rate Schedule FT, pursuant to which Seller provides firm transportation service of up to a Transportation Contract Quantity of 135,000 dt per day through Seller's pipeline system under Seller's Northeast Supply Link Project; and

WHEREAS, pursuant to Section 42 of the General Terms and Conditions of Seller's FERC Gas Tariff, and in accordance with certain waivers related thereto granted by the Federal Energy Regulatory Commission by order issued on May 20, 2015 in Docket No. RP15-966-000, 151 FERC ¶ 61,164 (2015), WPX Energy Marketing, LLC has permanently relinquished to Buyer the total 135,000 dt per day of Transportation Contract Quantity under that Service Agreement effective as of June 1, 2015; and

WHEREAS, Buyer has agreed to such permanent capacity release and is willing to assume all rights and obligations of WPX Energy Marketing, LLC for the 135,000 dt per day of Transportation Contract Quantity pursuant to the terms and conditions of this 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 135,000 dt per day.

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

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

Buyer shall deliver or cause to be delivered gas at the point(s) of receipt hereunder at a pressure sufficient to allow the gas to enter Seller's pipeline system at the varying pressures that may exist in such

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

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

ARTICLE III POINT(S) OF DELIVERY

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

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

ARTICLE IV TERM OF AGREEMENT

This agreement shall be effective as of June 1, 2015 and shall remain in force and effect until 9:00 a.m. Central Clock Time November 1, 2028 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, 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 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.

The credit support provisions set forth in that certain Northeast Supply Link Project Precedent Agreement dated June 2, 2010 (including any amendments thereto) related to this agreement are hereby incorporated herein by reference and made a part of this agreement.

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

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

ARTICLE VI MISCELLANEOUS

1. This Agreement supersedes and cancels as of the effective date hereof the following contract(s): 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 New York, 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: Director, Customer Services

(b) If to Buyer:
Morgan Stanley Commodities Group Inc
2000 Westchester Avenue
Purchase, New York 10577
Attention: Deborah Hart

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 _____

MORGAN STANLEY CAPITAL GROUP INC
(Buyer)

By _____

Print Name _____

Title _____

Exhibit A

<u>Point(s) of Receipt</u>	<u>Maximum Daily Capacity Entitlement at each Receipt Point (DT/day)*</u>
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The Marc I point of interconnection between Seller and CNYOG near milepost 136.21 on Seller's Leidy Line in Lycoming County, Pennsylvania.	135,000
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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 B

<u>Point(s) of Delivery</u>	<u>Maximum Daily Capacity Entitlement at each Delivery Point(Dt/Day)</u>	<u>Pressure</u>
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Seller's existing Narrows delivery point in New York City, New York.	27,000	Not less than 50 pounds per square inch gauge or such other pressures as may be agreed upon in the day to day operations of Seller and Buyer.
Seller's existing Central Manhattan delivery point in New York City, New York.	54,000	Not less than 50 pounds per square inch gauge or such other pressures as may be agreed upon in the day to day operations of Seller and Buyer.
Seller's existing Manhattan delivery Point in New York City, New York.	27,000	Not less than 50 pounds per square inch gauge or such other pressures as may be agreed upon in the day to day operations of Seller and Buyer.

Exhibit C

Specification of Negotiated Rate and Term

During the primary term of this service agreement beginning on June 1, 2015 and ending at 9:00 a.m. Central Clock Time November 1, 2028 ("Primary Term"), Buyer shall pay Seller a daily reservation rate of \$0.5900 per dt ("Negotiated Reservation Rate").

In addition to such Negotiated Reservation Rate, Buyer shall be responsible for compressor fuel and line-loss makeup retention and shall pay the electric power charges, commodity charges, and all applicable surcharges set forth in Seller's FERC Gas Tariff for Rate Schedule FT service to Buyer under this service agreement as approved by FERC. The fuel and line-loss makeup retention, electric power charges, commodity charges, and applicable surcharges are subject to change from time to time as approved by the FERC, and either party may exercise its statutory rights to effectuate or oppose such changes.

Seller will agree, upon written request by Buyer at least one (1) year prior to the end of the Primary Term, to extend the term of this service agreement for an additional five (5) year period ("First Term Extension") for all or a portion of the TCQ in effect during the Primary Term and, at the sole election of Buyer, at either (i) the Negotiated Reservation Rate that is in effect on the last day of the Primary Term, or (ii) the applicable maximum cost of service-based recourse rates under Rate Schedule FT of Seller's FERC Gas Tariff for firm transportation service under the Northeast Supply Link Project.

Seller will agree, upon written request by Buyer at least one (1) year prior to the end of the First Term Extension, to extend the term of this service agreement for a second additional term ("Second Term Extension") of at least one (1) year for all or a portion of the TCQ in effect during the First Term Extension and at the applicable maximum cost of service-based recourse rates under Rate Schedule FT of Seller's FERC Gas Tariff for firm transportation service under the Northeast Supply Link Project.

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.