

Millennium Pipeline Company, LLC
FERC NGA Gas Tariff
Millennium Pipeline Tariffs
Proposed Effective Date: June 16, 2018
Non-Conforming/Negotiated Rate Service Agreement No. 204865 – CPV Valley, LLC
Option Code A

Service Agreement No. 204865

Control No. _____

LFT SERVICE AGREEMENT

THIS SERVICE AGREEMENT, is made and entered into this _____ day of _____, 20____, by and between MILLENNIUM PIPELINE COMPANY, L.L.C. ("Transporter") and CPV VALLEY, LLC ("Shipper").

In consideration of the mutual covenants contained in this Service Agreement, the parties agree as follows:

Section 1. Definitions. Capitalized terms not defined in this Service Agreement have the same meaning given to such terms in Transporter's FERC Gas Tariff.

Section 2. Service to be Rendered. Transporter will perform and Shipper will receive service in accordance with the provisions of the effective Rate Schedule and applicable General Terms and Conditions of Transporter's FERC Gas Tariff, First Revised Volume No. 1 (Tariff), on file with the Federal Energy Regulatory Commission (Commission), as the same may be amended or superseded in accordance with the rules and regulations of the Commission. The maximum obligation of Transporter to deliver gas under this Service Agreement to or for Shipper, the designation of the points of delivery at which Transporter will deliver or cause gas to be delivered to or for Shipper, and the points of receipt at which Shipper will deliver or cause gas to be delivered, are specified in Appendix A, as the same may be amended from time to time by agreement between Shipper and Transporter, or in accordance with the rules and regulations of the Commission. Service under this Service Agreement will be provided subject to the provisions of Part 284 of the Commission's regulations.

Section 3. Term. The term of this Service Agreement is from the later of April 15, 2017, and the In-service Date of the Lateral Facilities and continuing for a primary term of 15 years. Pre-granted abandonment applies upon termination of this Service Agreement, subject to any right of first refusal Shipper may have under; (check all which apply)

☒ X Shipper's right to extend this Service Agreement pursuant to Section 7 below,

☐ Shipper's right of first refusal as a long-term shipper paying maximum rates under Transporter's FERC Gas Tariff and FERC regulations,

☒ X Shipper's contractual right of first refusal, granted under this Service Agreement, which is equal to the rights of long-term shippers paying maximum rates under Transporter's FERC Gas Tariff and FERC regulations,

☐ None of the above.

Section 4. Rates. Shipper must pay Transporter the charges and furnish Retainage as described in the above-referenced Rate Schedule, unless Transporter and Shipper have agreed otherwise as referenced in the Further Agreement Section of this Service Agreement.

Section 5. Changes in Rates and Terms. Transporter has the unilateral right to file with the FERC or other appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to Rate Schedules FT-1, FT-2, LFT, BH-1 and HT-1, (b) the terms or conditions of Rate Schedules FT-1, FT-2, BH-1 and HT-1, or (c) any provisions of the General Terms and Conditions of Service applicable to Rate Schedules FT-1, FT-2, LFT, BH-1 and HT-1. Transporter agrees that Shipper may protest or contest any such filings, or seek any authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure that the provisions referred to in (a), (b) or (c) of this Section 5 are just and reasonable.

Section 6. Pledge and Assignment. Any company which succeeds by purchase, merger, or consolidation to the properties, substantially as an entirety, of Shipper, or of Transporter, as the case may be, is entitled to the rights and is subject to the obligations of its predecessor in title under this Service Agreement; and either the Shipper or Transporter may assign or pledge this Service Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment or similar instrument which they have executed or may execute hereafter. Otherwise, neither Shipper nor Transporter may assign this Service Agreement or any of their rights hereunder unless they first obtain the consent in writing of the other party which consent will not be withheld unreasonably; provided further, however, that neither Shipper nor Transporter may be released from its obligations under this Service Agreement without the consent of the other, which consent will not be withheld unreasonably.

Section 7. Special Provisions.

Check that which applies:

☒ Yes ☐ No Shipper may be entitled to extend this Service Agreement upon providing Transporter written notice of its intent to extend and, if applicable, the requested level of capacity for the extension term pursuant to Section 4.1(c)(7) of the General Terms and Conditions of Transporter's FERC Gas Tariff within the period that ends on the date that is twelve (12) months prior to the end of the term, which extension is subject to the following limitations on the rates, level of capacity, and/or contract length applicable to the extension term(s):

Shipper will have a right to extend the term of this Service Agreement for up to three (3) periods of five (5) additional years each at a rate equal to one-half of the daily rate applicable during the initial term of the TSA, but not less than the actual annual operating costs and property taxes paid to operate the Lateral Facilities divided by the total annual capacity under this Service Agreement and any other transportation service agreements that allow for use of the Lateral Facilities on a primary firm basis.

Section 8. Notices. Notices to Transporter under this Agreement should be addressed to it at Millennium Pipeline Company, L.L.C., One Blue Hill Plaza, 7th Floor, P.O. Box 1565, Pearl River, NY 10965 and notices to Shipper should be addressed to it at CPV VALLEY, LLC, 50 Braintree Hill Office Park, Suite 300 Braintree, MA 02184, Attention: Project Manager, with a copy to Jonathon Odell, General Counsel, Competitive Power Ventures, Inc., 8403 Colesville Road, Suite 915, Silver Spring, MD 20910 until changed by either party by written notice.

Section 9. Superseded Agreements. This Service Agreement supersedes and cancels, as of the first day of the term of this Service Agreement, the following Service Agreements: N/A

Section 10. Further Agreement. The further agreement of the Parties is set forth in the Negotiated Rate Agreement between CPV Valley, LLC and Millennium Pipeline Company, L.L.C., dated December 5, 2016.

Section 11. Voluntary Interruption Commitments. To the extent that Shipper has been awarded a Voluntary Interruption Commitment ("VIC") pursuant to Section 15.6 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter, on Shipper's behalf, shall complete a Voluntary Interruption Commitment Confirmation ("VIC Confirmation") specifying the VIC Quantity, VIC Credit, and other terms consistent with Section 15.6 of the General Terms and Conditions of Transporter's Tariff. Such VIC Confirmation shall become effective and shall be incorporated in and made a part of this Service Agreement, as of the time and date set forth in Section 15.6 of the General Terms and Conditions of Transporter's Tariff. Shipper's rights and Transporter's obligations shall be limited to the extent specified in each VIC Confirmation executed and made a part of this agreement and pursuant to Section 15.6(e)(i) of the General Terms and Conditions of Transporter's Tariff.

CPV VALLEY, LLC

By

David W. Magill

Its David W. Magill, Authorized Signatory

Date December 13, 2016

MILLENNIUM PIPELINE COMPANY, L.L.C.

By

Richard R. Lindholm

Its Sr. Vice President - Bus Dev.

Date

December 5, 2016

Revision No. 0
Control No. _____

Appendix A to Service Agreement No. 204865
Under Rate Schedule LFT-1
between Millennium Pipeline Company, L.L.C. (Transporter)
and CPV Valley, LLC (Shipper)

Transportation Demand 127,200 Dth/day
MHRQ (if applicable) _____ Dth
MHDQ (if applicable) _____ Dth
Hourly Delivery Period (if applicable) _____ Hours

Primary Receipt Points

Scheduling Point No.	Scheduling Point Name	Measuring Point No.	Measuring Point Name	Maximum Daily Quantity (Dth/day)
<u>TBD</u>	CPV Lateral Interconnection Point	TBD	CPV Lateral Interconnection Point	127,200

Receipts at all points shall not combine to exceed Shipper's MDQ.

Minimum Receipt Point Pressure: 1/ _____

Primary Delivery Points

Scheduling Point No.	Scheduling Point Name	Measuring Point No.	Measuring Point Name	Maximum Daily Delivery Obligation (Dth/day)
<u>TBD</u>	Shipper's Facilities at the CPV Valley Energy Center	TBD	Shipper's Facilities at the CPV Valley Energy Center	127,200

Deliveries at all points shall not combine to exceed Shipper's MDQ.

Minimum Delivery Point Pressure: 1/ 575 psig

1/ If a minimum pressure is not specifically stated, then Transporter's obligation shall be as stated in Section 13 (Pressure) of the General Terms and Conditions.

The Master List of Interconnects (MLI) as defined in Section 1 of the General Terms and Conditions of Transporter's FERC Gas Tariff is incorporated into this Service Agreement by reference for the purposes of listing valid secondary receipt points and delivery points.

Service changes pursuant to this Appendix A become effective as of _____, 20____. This Appendix A cancels and supersedes the previous Appendix A effective as of _____, 20____, to the Service Agreement referenced above. With the exception of this Appendix A, all other terms and conditions of said Service Agreement remain in full force and effect.

CPV VALLEY, LLC

By



Its David W. Magill, Authorized Signatory

Date December 13, 2016

MILLENNIUM PIPELINE COMPANY, L.L.C.

By



Its Sr. Vice President - Bus. Dev.

Date

December 5, 2016



One Blue Hill Plaza, 7th Floor
Post Office Box 1565
Pearl River, NY 10965
845.620.1300 Voice | 845.620.1320 Fax

DATE: December 5, 2016

NAME: **CPV Valley, LLC**
ADDRESS: 50 Braintree Hill Office Park, Suite 300
Braintree, MA 02184

RE: LFT Service Agreement No. 204865
Negotiated Rate Letter Agreement

Dear Project Manager:

This Negotiated Rate Letter Agreement between Millennium Pipeline Company, L.L.C. ("Transporter" or Millennium") and CPV Valley, LLC ("Shipper"), shall set forth the applicable rates, calculations thereof, and other rate provisions associated with the transportation service provided by Transporter to Shipper pursuant to the above-referenced Service Agreement. Transporter and Shipper may be referred to individually as a "Party" or collectively as the "Parties".

Shipper and Transporter hereby agree:

1. The "Negotiated Reservation Rates" for the transportation service provided shall be those rates and terms agreed upon as set forth in Attachment A hereto, as adjusted pursuant to Paragraph 2, if applicable. In addition, Shipper shall pay all applicable commodity charges, the FERC's annual charge adjustment, and all other surcharges in effect from time to time under Rate Schedule LFT of Transporter's FERC Gas Tariff. Transporter's applicable Retainage Rate will not be assessed on the receipt volumes tendered for transportation pursuant to the above referenced Service Agreement.
2. Shipper's "Daily Demand Rates" as set forth in Attachment A hereto shall be adjusted as described below.

The Daily Demand Rate set forth in Attachment A hereto is based upon the following calculation:

$(\$39,500,000 - \$1,600,000) \times 21.2\% \div 127,200 \div 365 = \$0.1731/\text{Dth/day}$. In this calculation, the \$39,500,000 figure represents the projected cost of service ("Projected Cost") of Transporter's Valley Lateral Project ("Project").

Upon the completion of the Project and within 6 months of the Project's in-service date, Transporter will file a final cost report ("Final Cost Report") with the Federal Energy Regulatory Commission ("FERC"). The costs set forth in the Final Cost Report ("Final Cost") will be used to adjust the Daily Demand Rates up or down, as follows:

- a. The Daily Demand Rate will be recalculated by replacing the Projected Cost with the Final Cost in the calculation above ("Recalculated Rate").
- b. If the Recalculated Rate is greater than the Daily Demand Rate, 85% of the difference between the Final Cost and the Projected Cost will be added to the Daily Demand Rate and the result will be the Adjusted Daily Demand Rate.
- c. If the Recalculated Rate is less than the Daily Demand Rate, 85% of the difference between the Final Cost and the Projected Cost will be subtracted from the Daily Demand Rate and the result will be the Adjusted Daily Demand Rate.

The Adjusted Daily Demand Rate shall replace the Daily Demand Rate and shall be effective prospectively as soon as administratively feasible after the filing of Transporter's Final Cost Report and shall remain effective during the primary term of the agreement.

The Final Cost will be the reasonable, documented, and verifiable costs relating to Transporter's satisfaction of its obligations under the Amended and Restated Precedent Agreement dated March 2, 2015 ("Precedent Agreement"), including, without limitation, costs incurred for feasibility studies, facility design, engineering, environmental assessment, land access and acquisition, and permit applications related to the Project, constructing the Project, and otherwise procuring materials for the construction of the Project, net of any costs paid by Shipper either under the Parties' Precedent Agreement or the Parties September 6, 2013 letter agreement related to reimbursement of costs of limited working in connection with regulatory filings.

3. The above-referenced service agreement grants Shipper the right to extend the term of this Service Agreement for up to three (3) periods of five (5) additional years. The Daily Demand Rate applicable to any such extended term(s) will be equal to one-half of the Adjusted Daily Demand Rate that is applicable during the primary term of the Service Agreement, but not below the actual annual operating costs and property taxes paid to operate the Project facilities divided by the total annual Transportation Demand under the Service Agreement and any other transportation

service agreement(s) that allow for use of the Project facilities on a primary firm basis.

If the above meets with your approval, please have this letter executed by an authorized company representative of CPV VALLEY, LLC and return to the Transporter by email to brocklesby@millenniumpipeline.com.

These terms are effective as of the effective date of the LFT-1 Service Agreement.

CPV VALLEY, LLC

By: David W. Magill

David W. Magill, Authorized Signatory
Its: _____

MILLENNIUM PIPELINE COMPANY, L.L.C.

By: Richard R. Jordan

Its: Sr. Vice President - Bus. Dev.

ATTACHMENT A
NEGOTIATED RATES

Primary Receipt Point(s)	Primary Delivery Point(s)	Transportation Demand (Dth/day)	Term	Daily Demand Rate**	Daily Commodity Rate***	Rate Schedule
[[Shipper's Facilities]] (Meter No. [[]])	CPV Lateral Interconnection Point (Meter No. [[]])	127,200	15 Years from The In-service Date	\$0.1731	\$0.0003	LFT

**Subject to adjustment pursuant to Section 2 of the Negotiated Rate Letter Agreement. The negotiated Daily Demand Rate is applicable only to gas nominations for receipts and deliveries at the primary receipt and delivery points set forth in this Attachment A and will not apply to any quantities received from Shipper that do not conform to the Gas Quality provisions of Millennium's FERC Gas Tariff or to quantities with additional pressure requirements at any receipt or delivery point, except for deliveries at Shipper's Primary Delivery Point, which will be made at 575 psig.

***Subject to adjustment in accordance with Section 3(c) of Rate Schedule LFT. Shipper shall pay all applicable commodity charges, FERC's annual charge adjustment, and all other surcharges in effect from time to time under Rate Schedule LFT of Transporter's FERC Gas Tariff. Retainage will not be assessed on the receipt volumes tendered for transportation by Shipper under the TSA. Any capacity used to transport gas to the TSA's primary receipt point will incur retainage as provided for in a separate agreement and/or under Transporter's FERC Gas Tariff, as applicable, from time to time.



One Blue Hill Plaza, 7th Floor
Post Office Box 1565
Pearl River, NY 10965
845.620.1300 Voice | 845.620.1320 Fax

DATE: February 9, 2018

NAME: **Robert Barron**
CPV Valley, LLC
ADDRESS: 8403 Colesville Road
Suite 915
Silver Spring, MD 20910

RE: Negotiated Credit Terms for Lateral Service

Dear Mr. Barron:

This Letter Agreement between Millennium Pipeline Company, L.L.C. ("Millennium") and CPV Valley, LLC ("CPV"), shall set forth the credit terms associated with the construction of the Valley Lateral Project and the transportation service to be provided by Millennium to CPV pursuant to the December 2016 LFT Service Agreement between Millennium and CPV, and Section 3.9(d) of the General Terms and Conditions of Millennium's FERC Gas Tariff. MPC and CPV may be referred to individually as a "Party" or collectively as the "Parties".

Now, therefore, in consideration of the promises and mutual agreements herein contained, Millennium and CPV agree as follows:

1. CPV shall post with Millennium the following required letter of credit amounts :
 - (a) Within 10 days of the execution of this Letter Agreement, the Letter of Credit shall be increased to \$51.28 million.
 - (b) Within 10 days following Millennium's filing of the final project costs for the Valley Lateral Project at the Federal Energy Regulatory Commission, the Letter of Credit shall be revised to equal such final project costs.
 - (c) On the first anniversary of the date the Valley Lateral Project facilities are placed into service ("Commencement Date"), the amount of the Letter of Credit

shall be reduced by \$5 million.

(d) On each of the second and third annual anniversaries of the Commencement Date, the amount of the Letter of Credit shall be reduced by \$7 million.

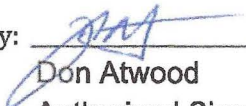
(e) Upon the fourth annual anniversary of the Commencement Date, the Letter of Credit amount will reduce to an amount equal to twenty-four (24) months of reservation charges under the LFT Service Agreement.

(f) Upon the thirteenth annual anniversary of the Commencement Date, the letter of Credit amount will reduce to the amount required under Millennium's tariff at that time for a shipper with a contract that is not tied to any specific facilities.


2. The form of any letter of credit provided under this Letter Agreement shall be in form and substance reasonably acceptable to Millennium, and if issued for a period less than the total period required hereunder, shall provide for automatic renewals (subject to notice from the issuer to the contrary) and/or give Millennium the right to draw the full face value of such letter of credit if such letter of credit is not renewed or extended within 10 business days prior to the stated expiry date thereof.
3. So long as the total amount of credit support specified above is maintained, CPV shall have the right to amend any letter of credit or substitute new cash collateral or a new letter of credit for any cash collateral or other letter of credit previously provided, and, subject to receipt of the such amended letter of credit, new cash collateral or new letter of credit, Millennium shall promptly (a) return any remaining portion of any previously-provided cash collateral, if any, to such person as CPV may request (provided, for the avoidance of doubt, that the total amount of credit support provided by CPV shall at all times comply with the requirements set forth above.

If the above accurately sets forth the understanding of the Parties, please have this letter executed by an authorized company representative of CPV VALLEY, LLC and return to MPC.

CPV VALLEY, LLC

By: 
Don Atwood
Authorized Signatory
Its: _____

MILLENNIUM PIPELINE COMPANY, L.L.C.

By: 
Richard R. Gardner
Its: Sr. Vice President