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August 28, 2025

Ms. Debbie-Anne A. Reese, Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20426

Re: *Millennium Pipeline Company, L.L.C.*
Docket No. RP25-____-000
Cleanup and Housekeeping Filing

Dear Ms. Reese:

In accordance with Sections 154.1(d) and 154.112(b) of the Federal Energy Regulatory Commission's ("FERC" or "Commission") regulations,¹ Millennium Pipeline Company, L.L.C. ("Millennium") submits the following tariff records to become part of its FERC Tariff, First Revised Volume No. 1 ("Tariff"), to reflect ministerial and housekeeping changes to be effective October 1, 2025.

FIRST REVISED VOLUME NO. 1

<u>Record Number</u>	<u>Tariff Record Title</u>	<u>Version</u>
Title Page	Communications	1.0.0
Section 6.2	Gen. Terms & Conditions, Electronic Bulletin Board	1.0.0
Section 6.5	Gen. Terms & Conditions, Service Agreement and Electronic Contracting	5.0.0
Section 7.1	Service Agreement Forms, FT-1, FT-2, BH-1, LFT, and HT-1	10.0.0
Section 7.2	Service Agreement Forms, IT-1 and LIT	4.0.0
Section 7.3.1	Service Agreement Forms, PALS Transaction Sheet	1.0.0
Section 7.4	Service Agreement Forms, IPP	1.0.0
Section 8.11	Miscellaneous Forms, Consent Agreement	3.0.0

¹ 18 C.F.R. Part 154 (2025).



Statement of Nature, Reasons, and Basis for Filing

Millennium is making this filing pursuant to Section 4 of the Natural Gas Act (“NGA”), and Part 154 of the Federal Energy Regulatory Commission’s (“Commission”) regulations,² in order to reflect 1. A new employee designated for communications concerning the Tariff, 2. Millennium’s address change; and 3. The updated name of Millennium’s Electronic Bulletin Board (“EBB”). The tariff records herein identify and illustrate the ministerial changes throughout the Tariff.

Motion to Place Tariff Record into Effect and Request for Waivers

Millennium respectfully requests that the Commission accept the proposed tariff records to become effective on October 1, 2025.

Materials Submitted

In accordance with the applicable provisions of the Commission’s regulations, Millennium submits the following materials:

- (1) An eTariff XML filing package containing the tariff records in electronic format;
- (2) A PDF file of the clean tariff records for posting in the Commission’s eLibrary (Appendix A);
- (3) A PDF file of the red-lined tariff record for posting in the Commission’s eLibrary (Appendix B); and
- (4) This transmittal letter.

Communications

Millennium requests that all correspondence and communications concerning this filing be sent to the following:

*George Flugrad
Associate General Counsel
Millennium Pipeline Company, LLC
One Blue Hill Plaza Suite 1509
Pearl River, New York 10965
Tel: (845) 620-1300
flugrad@millenniumpipeline.com

*The person listed above is designated for service pursuant to Rule 203 of the Commission’s Rules of Practice and Procedure.³

² 18 C.F.R. Part 154 (2025).

³ 18 C.F.R. § 385.203.



Certificate of Service, Posting, and Subscription

In accordance with Section 154.2(d) of the Commission's Regulations, a copy of this filing is available for public inspection during regular business hours at Millennium's office located in Pearl River, New York. In addition, copies of this filing are being served on jurisdictional customers and interested state regulatory agencies. Millennium has posted a copy of its filing on its website accessible via <http://www.columbiapipeline.com/infopost/> under "Millennium Pipeline (MPC), Tariff, Pending Tariff Filings."

Pursuant to Section 385.2011(c)(5) of the Commission's Regulations, the undersigned has read this filing and knows its contents, and the contents are true as stated, to the best of his knowledge and belief. The undersigned possesses full power and authority to sign such filing.

Respectfully submitted,

MILLENNIUM PIPELINE COMPANY, L.L.C.

By: /s/ George W. Flugrad
George W. Flugrad
Associate General Counsel
Millennium Pipeline Company, L.L.C

Enclosures



Appendix A

Clean Tariff

<u>Section</u>	<u>Description</u>	<u>Version</u>
Title Page	Communications	1.0.0
6.2	Gen. Terms & Conditions, Electronic Bulletin Board	1.0.0
6.5	Gen. Terms & Conditions, Service Agreement and Electronic Contracting	5.0.0
7.1	Service Agreement Forms, FT-1, FT-2, BH-1, LFT, and HT-1	10.0.0
7.2	Service Agreement Forms, IT-1 and LIT	4.0.0
7.3.1	Service Agreement Forms, PALS Transaction Sheet	1.0.0
7.4	Service Agreement Forms, IPP	1.0.0
8.11	Miscellaneous Forms, Consent Agreement	3.0.0

FERC GAS TARIFF
First Revised Volume No. 1
Of
MILLENNIUM PIPELINE COMPANY, L.L.C.
FILED WITH THE
FEDERAL ENERGY REGULATORY COMMISSION

Communications concerning this Tariff

should be addressed to:

George W. Flugrad
Associate General Counsel
Millennium Pipeline Company, L.L.C.
One Blue Hill Plaza, Suite 1509
Pearl River, NY 10965

2. ELECTRONIC BULLETIN BOARD

2.1 In General. Transporter shall operate and make available to Shippers and other third parties, as set forth below, an interactive electronic communications system (Electronic Bulletin Board (EBB)) (also referred to by its trade name, TC eConnects).

All Shippers receiving service under any of Transporter's Rate Schedules shall have the capability to make use of Transporter's EBB as required by this Tariff. The EBB shall be available to any party with compatible electronic equipment. All Shippers and parties making use of Transporter's EBB shall be bound by and comply with the procedures governing its use, as set forth in this Tariff and, for those Shippers or other parties utilizing electronic contracting through the EBB, in Section 5.7 of the General Terms and Conditions.

2.2 Operation. The EBB shall provide, among other things (i) a search function for locating all information concerning specific transactions, and (ii) a menu that shall enable parties to separately access notices of available capacity, records of each transaction entered in the transportation log, and standards of conduct. Transporter will permit parties to download files from the EBB system so the contents can be reviewed in detail without tying up access to the system. Transporter will retain in an electronic format records of the information displayed on the EBB for no less than the preceding three years, and will permit parties reasonable access to those records.

2.3 Communications

(a) The EBB shall be used to communicate initial and revised gas transportation schedules, confirmation of gas transportation nominations, amendments of interruptible receipt and delivery points under gas transportation service agreements, and any other data or notice required by this Tariff. After notice by Transporter, the following types of communication may be permitted: notices not previously required to be given through the EBB, service agreements and amendments, and such other communications as the parties may agree in writing. Where electronic communications are required by this Tariff, Transporter may waive the requirements and accept such communications in another acceptable form on a nondiscriminatory basis. Notices posted on the EBB that require action by another party within two business days, including notices to interruptible shippers, shall also be communicated by Electronic Notice Delivery.

(b) In the event of failure of all or part of the EBB system, communications ordinarily conveyed through the EBB shall, to the extent possible, be conveyed through a combination of Electronic Notice Delivery, telephonic, or facsimile transmissions. Transporter will make available certain blank forms on its EBB that Shipper may print for use in case of a failure of Transporter's EBB and Shipper may transmit those completed forms to Transporter by facsimile transmission. Shipper will be responsible for printing and saving the blank forms in advance of any EBB failure. In the event of failure of all or part of the EBB system, the forms Shipper shall transmit by facsimile transmission or other approved means of communication shall include:

notices requiring action within two business days; requests for service not requiring open bidding; capacity releases made pursuant to an exempt transaction; executions of Service Agreements; and submissions of nominations. In the event of failure of all or part of the EBB system, the forms Transporter shall transmit by Electronic Notice Delivery or facsimile shall include status reports, executed Service Agreements, invoices, and notices requiring action within two business days.

(c) In the event that certain EBB functions effectively cannot be replaced, Transporter will, by Electronic Notice Delivery, telephone or facsimile transmission, provide notice to Shippers of the suspension of that function pending restoration of EBB operations. The activities or functions to be suspended for the duration of any EBB failure shall include: bidding for Transporter's available capacity or released capacity; 24-hour turnaround times for contracting between Transporter and other parties, such as Replacement Shippers of released capacity; and current capacity information, balancing data, or other operational information.

2.4 Limitation. The EBB shall be employed by Shippers and other parties for the uses identified in this Section and elsewhere in this Tariff. To the extent other provisions of this Tariff prescribe that certain types of communications should be transmitted by means other than the EBB, those specific provisions shall govern.

2.5 Relation to Other Provisions. Communications made in accordance with this Section shall satisfy the requirements of the Rate Schedules, Service Agreements, and General Terms and Conditions, as specified in this Tariff, and shall be binding upon the parties to the same extent as if transmitted by any other means permitted by such Tariff provisions. Nothing in this Section, however, shall operate to override any requirements elsewhere in this Tariff with respect to the need for any communications, or the deadlines for such communications. In the event any conflict exists between this Section and any other provision of this Tariff or of any Service Agreement, the latter provisions shall control.

2.6 Access Requirements; Operations. Transporter's EBB will operate 24 hours per day, seven days a week, every week of the year, except as necessary to perform system maintenance. As noted in Section 2.1 above, access to the EBB shall be available to any party (i) that has compatible electronic equipment, and (ii) that complies with the provisions of this Section and, for electronic contracting purposes, with this Section and Section 5.7 of the General Terms and Conditions. Transporter will operate a toll free telephone helpline, answered 24 hours a day, to provide technical support and an On-line Help feature that provides user support and can be accessed from all areas of the EBB.

(a) Equipment. EBB users must have computer equipment, software and Internet service meeting the minimum standards established by the Gas Industry Standards Board and incorporated elsewhere in this tariff.

(b) Access Procedure. Any party desiring to use Transporter's EBB may arrange to do so by contacting Transporter's TC eConnects Help Desk, making the request, and providing

the name, address, and telephone number of the company and the designated contact person and other information as may be required.

2.7 Warranty of Accuracy of Data. All parties using the EBB assume the responsibility that the data they transmit through the EBB is accurate and complete. Each such party further agrees that the party receiving data transmitted through the EBB may act in full reliance upon such data to the same extent that it could have had the data been delivered by any other means authorized under any Rate Schedule or Service Agreement.

2.8 Confidentiality. All communications received through the EBB, and any data contained therein, shall be subject to the same requirements of confidentiality, if any, applicable to such communications had they been made by any other means permitted under any Rate Schedule or Service Agreement.

2.9 Maintenance of Communication Link. Each party is responsible for maintaining an effective communication link with the Internet.

2.10 Determination of Receipt or Delivery of Transmissions. An EBB transmission shall be deemed to have been received when the transmission has been successfully received and time-stamped by Transporter's application (for electronic data interchange (EDI) transmissions) or by the EBB computer (for on-line transmissions).

2.11 Responsibility for Employees. Each party shall be responsible for the actions of its employees with respect to use of or access to Transporter's EBB. Each employee and agent shall be deemed to have authority to act on behalf of and to bind that party with respect to any communications and data in electronic transmissions initiated by that employee or agent.

2.12 Cost of Electronic Bulletin Board.

(a) Cost of Equipment. Each party shall provide and be responsible for its own costs for the data processing equipment it uses to send and receive electronic communications.

(b) Cost of EBB Services. Each party shall provide and be responsible for its own costs for accessing the Internet.

(c) Cost of Unauthorized Transmission. Use of the receiving party's designated site is limited to transactions permitted under this Tariff. No party may use another party's designated site for any other purpose unless otherwise expressly authorized under separate written agreement between the parties, including Transporter. If any party transmits to another party's designated site data not qualifying under this Tariff, the transmitting party will be liable to reimburse the receiving party for any direct costs incurred as a result of receiving any such unauthorized transmission.

2.13 Limitation on Access to Data. No party may obtain on its own initiative or otherwise any data from or relating to the other party except as specifically identified in this Section 2. In the event any party receives a transmission that the receiving party knows or should know is not directed to or intended for the receiving party, the receiving party shall immediately notify the transmitting party of such transmission and take such reasonable action as the transmitting party directs. In no event shall the receiving party utilize such information to the detriment of the transmitting party or any other party, or otherwise convey the substance of such transmission to any third party.

2.14 Security Breaches. Any Shipper or other party using the EBB agrees to notify Transporter promptly if there is any indication that a security breach may have occurred with regard to any electronic data interchange facilities or systems, and to make any changes in passwords or other changes necessary to ensure the continued integrity of the EBB system. A security breach shall include, but not be limited to (i) loss of confidentiality of the other party's account name or account number for its designated site; (ii) termination of employment of any employee authorized to effect EBB communications; and (iii) loss of authority to effect EBB communications by any previously authorized employee. Transporter shall, to the extent possible, accommodate requests by Shippers to limit the access of designated employees or representatives of Shipper to designated portions of the EBB.

2.15 Responsibility for System Failure. Each EBB user shall bear the consequences of any failure in its own EBB-related equipment or system, and no such failure shall in any way affect the requirements under Transporter's Tariff or Service Agreements for communications, or the impact under the Tariff or Service Agreements of any failure by either party to make or receive such communications. The standards of liability applicable to the operation of the EBB equipment within Transporter's ownership and control shall be the same standards as are applicable to Transporter's other equipment and operations.

5. SERVICE AGREEMENT AND ELECTRONIC CONTRACTING

5.1 Form of Service Agreement. Shipper shall enter into a contract with Transporter under Transporter's applicable standard Form of Service Agreement or Assignment Agreement prior to receiving service from Transporter under any Rate Schedule; provided, however, that a Service Agreement between Transporter and Shipper that was in effect on the effective date of this Tariff shall remain in effect until it is replaced, superseded, terminated, or expires by its own terms, and shall be considered as an executed Service Agreement to the extent that its provisions are not superseded by or in conflict with the provisions of this Tariff. Shippers with new levels of service shall execute new Service Agreements. As used in this Tariff, "Service Agreement" shall include Assignment Agreements unless otherwise specified.

5.2 Term. The period of time to be covered by the Service Agreement (but not including Assignment Agreements) shall be determined (i) by agreement between the parties or (ii) in accordance with the procedures set forth at Section 4 (Availability of Capacity for Firm Services) of the General Terms and Conditions. Where the Service Agreement supersedes or cancels an existing Service Agreement, however, Transporter may require that the term of the Service Agreement shall be not less than the unexpired portion of the term contained in the Service Agreement to be superseded or canceled. The term of an Assignment Agreement shall be determined in accordance with the provisions of Section 14 (Release and Assignment of Service Rights) of the General Terms and Conditions.

5.3 Quantity Obligations and Requirements. The quantities of gas to be transported by Transporter shall be set forth in the applicable Service Agreement.

5.4 Successors and Assigns. Any company that succeeds by purchase, merger, or consolidation to the gas properties of Transporter or of Shipper substantially as an entirety, and any Affiliated Successor in Interest that acquires from Transporter the properties of Transporter used in interstate commerce in rendering service to Shipper, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under the Service Agreement. Shipper, Transporter, and their successors may assign or pledge the Service Agreement under the provisions or any mortgage, deed of trust, indenture or similar instrument that it has executed or may execute hereafter; provided, however, that such mortgage, deed of trust, indenture or similar instrument will cover the properties of such party as an entirety unless such party is an Affiliated Successor in Interest as described above. Otherwise no party will assign the Service Agreement or any of its rights thereunder unless it first has obtained in writing the consent thereto of the other party; provided, however, that Shipper may release and assign service rights contracted for under such Service Agreement pursuant to the conditions, and subject to the limitations, of Section 14 (Release and Assignment of Service Rights) of the General Terms and Conditions. Any direct or indirect assignment of service rights by Shipper under this paragraph will be made in good faith and not for the purpose of avoiding the requirements of Section 14.

The restrictions on assignment set forth in this Section 5.4 shall not in any way prevent any party from pledging or mortgaging its rights under a Service Agreement as security for its

indebtedness. Transporter may request that a Shipper execute a Consent Agreement, on the form provided in this FERC Gas Tariff, in favor of lenders providing financing in support of the facility or any expansion thereof, provided that the Shipper's Service Agreement provides Transporter with at least \$5 million in annual revenues and \$25 million over the term of the Agreement. All other Shippers may request that Transporter execute such Consent Agreement at any time.

5.5 Waiver of default. No waiver by either party of any one or more defaults by the other in the performance of any provisions of the Service Agreement will operate or be construed as a waiver of any future default or defaults, whether of a like or different character.

5.6 Choice of Law. Unless otherwise specifically stated in the Service Agreement, interpretation of the provisions of all Service Agreements or other agreements entered into between Shipper and Transporter, including any provisions of this Tariff related to such agreements, and any disputes arising from such agreements, will be governed by the law of the State of New York.

5.7 Electronic Contracting Agreement.

(a) In General. Transporter and Shipper may, and when required by the Tariff will, enter into new or amended Service Agreements or Assignment Agreements by electronic communications through Transporter's EBB. Transporter and Shipper may also by mutual agreement enter into any other Agreement through electronic communications. Service Agreements, Assignment Agreements pursuant to Section 14 of the General Terms and Conditions (Release and Assignment of Service Rights) and other agreements are collectively referred to as "Contracts" in this Section 5.7. The consummation of Contracts electronically shall be governed by the provisions of this Section 5.7 and the Electronic Contracting Agreement.

(b) When Required. Shipper shall be required to enter into a Contract electronically if Shipper desires to commence service within five business days after a contract is awarded; provided, if Shipper nominates prior to execution of a contract and such nomination is deemed to be execution of that contract, Shipper shall nonetheless execute a contract, either electronically or in writing.

(c) Prerequisites. Requestor shall not be eligible to enter into a Contract electronically until Requestor has executed and submitted to Transporter an Electronic Contracting Agreement in the form contained on Transporter's EBB. Requestor shall execute the Electronic Contracting Agreement in duplicate by original handwritten signature(s) on paper and forward it to Transporter via mail or other delivery service at least 15 business days in advance of bidding for or requesting a Contract. The requirement in this Section 5.7(c) of timely submission of an executed Electronic Contracting Agreement may not be satisfied by facsimile transmission of an executed document, or any other method that results in Transporter receiving only a copy of a signature.

(d) Documents; Standards. Transporter and Shipper may, and when required by the Tariff shall, electronically transmit to or receive from the other party any of the electronic forms (including Contracts) listed by Transporter, currently or in the future, on the Transaction List posted on TC eConnects, (collectively "Documents"). Any transmission of data that is not a Document shall have no force or effect between the parties unless justifiably relied upon by the receiving party. All Documents shall be transmitted in accordance with the standards set forth in the EBB User's Guide, as it may be amended or supplemented from time to time by Transporter.

(e) Signatures. Transporter shall adopt as its signature an electronic identification, and Transporter shall furnish to Subscriber one or more unique electronic identifications (User Identification and Password), consisting of symbol(s) or code(s), which are to be electronically affixed to or placed in each Document transmitted by such party ("Signatures"). The employee(s) or officer(s) designated by Subscriber in Appendix A of the Electronic Contracting Agreement shall perform the contracting function for Subscriber and thereby legally bind Subscriber to any Contract with Transporter by use of that person's assigned User Identification and Password. By entering into the Electronic Contracting Agreement, Subscriber represents and warrants that (i) the employee(s) or officer(s) identified in Appendix A thereof have been duly and legally authorized to enter into and execute Contracts electronically on behalf of Subscriber, and (ii) all other persons designated by Subscriber to receive a User Identification and Password have been duly authorized to send and receive Documents other than Contracts. The Signature of a party affixed to or contained in any transmitted Document shall be irrefutable proof that such party originated such Document. Neither party shall disclose to any unauthorized person the Signatures of the other party.

(f) Security Procedures. Each party shall be responsible for ensuring that all electronic executions with Signatures and all transmissions of Documents are authorized, and for protecting its business records and data from improper access. Parties shall be responsible for securing physical access to each of its computers utilizing TC eConnects and for keeping confidential its User Identification(s) and Password(s). Transporter reserves the right to invalidate any User Identification or Password if it suspects a security breach.

(g) Transmissions.

(1) Proper Receipt. Documents shall not be deemed to have been properly received, and no Document shall give rise to any obligation, until it has been received as determined in accordance with Section 2.10 of the General Terms and Conditions.

(2) Acknowledgment. Upon proper receipt of any Document, the receiving party shall promptly and properly transmit electronically a functional acknowledgement of receipt, unless otherwise specified in the Transaction List. A functional acknowledgement shall constitute conclusive evidence a Document has been properly received.

(3) Acceptance. If acceptance of a Document is required by the Transaction List, the proper receipt of any such Document shall not give rise to any obligation unless and until the party initially transmitting such Document has properly received in return an Acceptance Document (as specified in the Transaction List).

(h) Pro Forma Service Agreement. When a party affixes its Signature to a Contract and transmits the Contract to Transporter in accordance with Section 5.7(g) above, it shall be bound, as applicable, by (i) the terms and conditions of the applicable pro forma Service Agreement or Assignment Agreement contained in this Tariff corresponding to the Rate Schedule under which that party is seeking service, or (ii) the terms and conditions of any generally available, nonjurisdictional agreement or contract that is a Document. The date of Transporter's acceptance of an executed and properly transmitted Contract under Section 5.7(g) shall be deemed to be the date of execution for purposes of the Contract and that execution date shall apply to any subsequently issued paper copy of the Contract that Transporter tenders to Shipper. The effective date and term of the Contract shall be determined in accordance with the provisions of this Section 5.7(h) and Section 5.2 of the General Terms and Conditions, but Transporter shall not be obligated to provide service to Subscriber prior to the date of acceptance.

(i) Replacement With Paper Copies of Service Agreements. (1) Transporter may terminate a Contract entered into electronically, and providing for firm service with a term of one year or more, 30 days after the date of execution, as determined in accordance with Section 5.7(h), unless Shipper executes in original handwriting a paper copy of that Service Agreement and returns it to Transporter prior to the expiration of such 30-day period. Transporter shall send the Service Agreement to Shipper through the EBB in sufficient time to enable Shipper to print, execute, and return a paper copy of that Service Agreement prior to the 30-day termination date.

(j) Termination. Except as stated in Section 5.7(f), the Electronic Contracting Agreement shall remain in effect until terminated by either party with at least 30 days prior written notice, which notice shall specify the effective date of termination; provided that: (i) the effective date of termination shall not precede the termination of any electronic Service Agreement or Transaction; (ii) any termination shall not affect the respective obligations or rights of the parties arising under any electronic Service Agreement or Documents, or otherwise arising under this Section prior to the effective date of termination; and (iii) any such termination by Transporter shall be only for due cause or upon the request of Shipper.

(k) Garbled Transmissions. If any transmitted Document is received in an unintelligible or garbled form, the receiving party shall promptly notify the originating party (if identifiable from the received Document) in a reasonable manner. In the absence of such a notice (where the originating party can be identified), the originating party's record of the contents of such Document shall control.

(1) Terms and Conditions of Electronic Contracting Agreement. The terms and conditions set forth in this Section 5.7(1) shall apply to the Electronic Contracting Agreements entered into by Transporter and Shippers.

(1) The Electronic Contracting Agreement shall be considered to be an integral part of any Contract heretofore or hereafter entered into between Transporter and Shipper.

(2) Execution of the Electronic Contracting Agreement shall evidence the parties' mutual intent to create binding contractual obligations by means of the electronic transmission and receipt of Documents.

(3) Any Document properly transmitted shall be deemed (in connection with any Transaction, Contract, or Electronic Contracting Agreement) to be a "writing" or "in writing"; and any such Document that includes a Signature ("Signed Documents") shall be deemed for all purposes (i) to have been "signed" and (ii) to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business.

(4) The conduct of the parties under an Electronic Contracting Agreement, including the use of properly transmitted Signed Documents, shall, for all legal purposes, evidence a course of dealing and a course of performance accepted by the parties in furtherance of any Transaction, Contract, or Electronic Contracting Agreement.

(5) By executing the Electronic Contracting Agreement, the parties agree not to contest or assert as a defense the validity or enforceability of Signed Documents under the provisions of any law, including the Statute of Frauds, relating to whether certain agreements are to be in writing or signed by the party to be bound thereby. Signed Documents, if introduced as evidence on paper in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Signed Documents under the business records exception to the hearsay rule, the best evidence rule, or any other statute or rule of like kind or character on the basis that the Signed Documents were not originated or maintained in documentary form or a form not contemplated in the Electronic Contracting Agreement.

(6) Any provision of the Electronic Contracting Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of the Electronic Contracting Agreement or affecting the validity or enforceability of such remaining provisions.

(7) The Electronic Contracting Agreement, the documents incorporated therein by reference, and the Documents transmitted pursuant to the Electronic

Contracting Agreement shall (i) constitute the complete agreement of the parties relating to the matters specified in the Electronic Contracting Agreement, and (ii) supersede all prior representations or agreements, whether oral or written, with respect to such matters. No oral modification or waiver of any of the provisions of the Electronic Contracting Agreement shall be binding on either party. No modification of or supplement to the terms and provisions of the Electronic Contracting Agreement shall be effective unless it is in a paper writing signed in original handwriting by the parties. No obligation to enter into any Transaction is to be implied from the execution or delivery of the Electronic Contracting Agreement. The Electronic Contracting Agreement is for the benefit of, and shall be binding upon, the parties and their respective successors and assigns.

(m) Limitation of Damages.

(1) Neither party shall be liable to the other for any special, incidental, exemplary or consequential damages arising from or as a result of any delay, omission or error in the electronic transmission or receipt of any Documents pursuant to the Electronic Contracting Agreement, even if either party has been advised of the possibility of such damages.

(2) Shipper or any other party with access to Transporter's EBB shall defend and indemnify Transporter from and against any and all claims, demands and actions, and any resulting loss, costs, damages and expenses (including court costs and reasonable attorney fees) that may be asserted against or imposed upon Transporter by any person or entity as a result of the unauthorized or otherwise improper use of any User Identification or Password issued by Transporter to that Shipper or other party.

[Applicable to the following Rate Schedules: FT-1, FT-2, BH-1, LFT, and HT-1]

Service Agreement No. _____
Control No. _____

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 _____ ("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. Service under this Agreement shall commence as of _____, [or when applicable, "This Agreement shall be effective as of the later of _____, or the date that all of Transporter's _____ (insert project name) facilities necessary to provide firm transportation service to Shipper have been commissioned, tested, and are ready for service as determined in Transporter's discretion"] and shall continue in full force and effect until _____ [or, when applicable, "shall remain in full force and effect for a term of _____"]. Pre-granted abandonment shall apply upon termination of this Service Agreement, subject to any right of first refusal Shipper may have under the Commission's regulations and Transporter's Tariff.

_____ 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,

_____ 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, BH-1, LFT, and HT-1, (b) the terms or conditions of Rate Schedules FT-1, FT-2, BH-1, LFT, and HT-1, or (c) any provisions of the General Terms and Conditions of Service applicable to Rate Schedules FT-1, FT-2, BH-1, LFT, 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 has entered into a Consent Agreement.

___ 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(b)(2) of the General Terms and Conditions of Transporter's FERC Gas Tariff within _____ (specify extension

notice period), which extension is subject to the following limitations on the rates, level of capacity, and/or contract length applicable to the extension term(s):

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, Suite 109, Pearl River, NY 10965 and notices to Shipper should be addressed to it at _____, Attention: _____, 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:

Section 10. Further Agreement. (Write None or, if applicable, specify the agreement containing provisions permitted by Tariff under the applicable Rate Schedule and pursuant to Section 42 of the General Terms and Conditions of Transporter's FERC Gas Tariff.)

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.

(SHIPPER)
L.L.C.

MILLENNIUM PIPELINE COMPANY,

By _____ By _____

Its _____ Its _____

Date _____ Date _____

[Applicable to Rate Schedules IT-1 and LIT]

Service Agreement No. _____
Control No. _____

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 _____ ("Shipper").

In consideration of the mutual covenants contained in this Service Agreement, the parties hereto 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 _____.

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, or, in the case of a discounted rate upon the agreement of Transporter and Shipper, as referenced in an e-mail message or other electronic communication sent by Transporter to Shipper to confirm the terms of the discount granted (Discount Confirmation), provided that Shipper is qualified to enter into an electronic Contract pursuant to Section 5.7 of the General Terms and Conditions of Transporter's Tariff. In the even that a discount is memorialized in a Discount Confirmation, once Transporter and Shipper have agreed to a discount and Transporter has sent Shipper the Discount Confirmation, the discount is contractually binding and the Discount Confirmation will constitute an addendum to Shipper's service agreement. Each such addendum is an integral part

of the underlying service agreement as if executed by both parties and fully copied and set forth at length therein.

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 IT-1 and LIT, (b) the terms or conditions of Rate Schedules IT-1 and LIT, or (c) any provisions of the General Terms and Conditions of Service applicable to Rate Schedules IT-1 and LIT. 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 under this Service Agreement 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 twelve (12) months prior to the expiration date of this Agreement, subject to the following limitations:

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, Suite 1509, Pearl River, NY 10965 and notices to Shipper should be addressed to it at _____, Attention: _____, 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:

Section 10. Further Agreement. (Write None or, if applicable, specify the agreement containing provisions permitted by Tariff under the applicable Rate Schedule and pursuant to Section 42 of the General Terms and Conditions of Transporter's FERC Gas Tariff.)

(SHIPPER)
L.L.C.

MILLENNIUM PIPELINE COMPANY,

By _____ By _____

Its _____ Its _____

Date _____ Date _____

PALS TRANSACTION SHEET NO. _____
TO MASTER PALS SERVICE AGREEMENT NO. _____

COMPANY: MILLENNIUM PIPELINE COMPANY, L.L.C.

COMPANY'S ADDRESS: Millennium Pipeline Company, L.L.C., One Blue Hill Plaza, Suite
1509, Pearl River, NY 10965

SHIPPER: _____

SHIPPER'S ADDRESS:

TERM COMMENCEMENT DATE: _____

TERM ENDING DATE: _____

TYPE OF TRANSACTION (check applicable blank): PARK ____; LOAN ____

SCHEDULE FOR SERVICE:

Maximum Quantity Parked/Loaned (Dth): _____

Minimum Quantity Parked/Loaned (Dth): _____

Daily Quantity
Delivered to Transporter

Daily Quantity
Received From Transporter

Beginning Date	Ending Date	Point(s) of Transaction	Minimum (Dth)	Maximum (Dth)	Minimum (Dth)	Maximum (Dth)
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

PALS TRANSACTION SHEET NO. _____
TO MASTER PALS SERVICE AGREEMENT NO. _____

RATES:

The maximum Account Balance Charge pursuant to Section 4 of Rate Schedule PALS, and set forth on Section 6 of the Currently Effective Rates of Transporter's FERC Gas Tariff from time to time, applies to all service provided under this Agreement.

The discounted Account Balance Charge for the specified quantities and time periods set forth in the schedule for service stated above will be as set forth below:

Beginning Date	Account Balance Ending Date	Charges (per Dth)
_____	_____	_____
_____	_____	_____
_____	_____	_____

If quantities exceed the maximum daily quantities or do not meet the minimum daily quantities agreed to on the above schedule for service for any day, the maximum Account Balance Charge set forth in Transporter's FERC Gas Tariff from time to time will apply to the account balance on that day. In no event is Transporter obligated to provide service under this Agreement for time periods outside the above term commencement and ending dates.

This PALS Transaction is subject to Master PALS Service Agreement No. _____ between Shipper and Transporter dated _____.

_____ The terms of this PALS Transaction are binding and this PALS Transaction is deemed executed for purposes of Section 7 of the Master PALS Agreement if this PALS Transaction is not disputed in writing within 2 Business Days of receipt by Shipper.

_____ The terms of this PALS Transaction will not be binding for purposes of Section 7 of the Master PALS Service Agreement until Shipper physically executes and returns or transmits an executed electronic or paper copy of this PALS Transaction to Transporter.

(SHIPPER)

MILLENNIUM PIPELINE COMPANY, L.L.C.

By _____

By _____

Title _____

Title _____

Date _____

Date _____

Service Agreement No. _____
Control No. _____

IPP 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 _____ ("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 an accounting service in accordance with the provisions of the effective IPP 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. Subject to the limitations set forth in the IPP Rate Schedule, Transporter will provide an accounting service for gas supplies pooled by Shipper on an interruptible basis.

Section 3. Term. Service under this Service Agreement will commence as of _____ and continue in full force and effect until _____. Pre-granted abandonment applies upon termination of this Service Agreement.

Section 4. Rates. Shipper must pay Transporter any charges and furnish any Retainage as may be described in the above-referenced Rate Schedule, unless otherwise agreed to by the parties in writing and specified as an amendment to this Service Agreement.

Section 5. Notices. Notices to Transporter under this Agreement should be addressed to it at Millennium Pipeline Company, L.L.C., One Blue Hill Plaza, Suite 1509, Pearl River, NY 10965 and notices to Shipper should be addressed to it at _____, Attention: _____, until changed by either party by written notice.

Section 6. Superseded Agreements. This Service Agreement supersedes and cancels, as of the first day of the term of this Service Agreement, the following Service Agreements: _____.

SHIPPER

MILLENNIUM PIPELINE COMPANY, L.L.C

By _____

By _____

Title _____

Title _____

CONSENT AND ACKNOWLEDGEMENT AGREEMENT

THIS AGREEMENT made as of the [] day of [] 20[],

AMONG:

[] (“Counterparty”)

- and -

MILLENNIUM PIPELINE COMPANY, L.L.C.,
a Delaware limited liability company (the “**Issuer**”)

- and -

[],
as collateral agent for and on behalf of the Secured Parties
(together with its successors acting in such capacity, the “**Agent**”)

PREAMBLE:

- A. The Issuer and Counterparty have entered into the Subject Agreement (as defined below).
- B. The Agent and the Secured Parties (as defined below) may enter into an Intercreditor Agreement (as defined below).
- C. The Secured Parties have provided or will provide from time to time credit to the Issuer pursuant to the Financing Documents (as defined below) and the Issuer is or may from time to time become indebted or obligated to the Secured Parties pursuant thereto.
- D. As security for the payment and performance of the indebtedness, liabilities and obligations of the Issuer to the Secured Parties under the Financing Documents (the “**Secured Indebtedness**”), the Issuer has assigned and granted or will assign and grant Security Interests (as defined below) to and in favor of the Agent for and on behalf of itself and the Secured Parties in all of the Issuer’s right, title and interest in certain collateral, including, without limitation, the Subject Agreement.
- E. In connection with such assignment, Issuer and Agent have requested that Counterparty enter into this Agreement.

AGREEMENT:

In consideration of the covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby conclusively acknowledged), the Parties (as defined below) covenant and agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

The following words and phrases have the following meanings when used herein:

“**Affiliate**” means, in reference to a Person, any other Person which:

- (a) directly or indirectly controls or is controlled by the first Person; or
- (b) is directly or indirectly controlled by a Person which also directly or indirectly controls the first Person,

and for the purposes of this definition, a Person will be deemed to control another Person if such Person controls that Person in fact, whether by ownership of voting rights, by contract, by being the sole general partner of a limited partnership or otherwise howsoever.

“**Agent**” has the meaning set forth in the introductory paragraph hereto.

“**Agreement**” means this Consent and Acknowledgement Agreement, as amended, supplemented or restated from time to time.

“**Credit Agreement**” means any credit facility, which shall include, without limitation, any credit agreement, note purchase agreement, indenture or promissory note that the Issuer may enter into following the date hereof other than the Note Purchase Agreement, which credit facility is Secured Indebtedness, as such credit facility may be amended, supplemented, restated or replaced from time to time in accordance with the provisions thereof.

“**Counterparty**” has the meaning set forth in the introductory paragraph hereto.

“**Event of Default**” means an uncured breach, default or event of default of the Issuer under the Note Purchase Agreement or any Credit Agreement.

“**Financing Documents**” means the Note Purchase Agreement, any Credit Agreement, and any security agreement, mortgage, pledge, swap agreement and any other document relating thereto, including the Intercreditor Agreement, in each case, now or hereafter entered into between the Issuer or any of its Affiliates and the Agent or any of the Secured Parties or their

respective Affiliates in connection with the Note Purchase Agreement, any Credit Agreement or any other forms of credit.

“Holders” means the holders of the Notes and each of their respective successors and permitted assigns.

“Intercreditor Agreement” means an Intercreditor Agreement, which may be entered into between the Issuer, the Agent and the other parties that may from time to time become party thereto, as amended, supplemented, restated or replaced from time to time in accordance with the provisions thereof.

“Issuer” has the meaning set forth in the introductory paragraph hereto.

“Lenders” means the lenders or other holders of indebtedness of the Issuer from time to time under any Credit Agreement, and each of their respective successors and permitted assigns.

“Natural Gas Act” means the Natural Gas Act, 15 U.S.C. §717, *et seq.*

“Note Purchase Agreement” means the Note Purchase Agreement to be entered into among the Issuer, each of the purchasers of the Notes named therein and the Agent, as amended, restated, adjusted, waived, renewed, extended, supplemented or otherwise modified from time to time.

“Notes” mean the Issuer’s senior secured notes issued under the Note Purchase Agreement together with any notes issued in substitution therefor pursuant to the Note Purchase Agreement.

“Parties” means the parties to this Agreement and their successors and permitted assigns, and **“Party”** means any one of them.

“Person” is to be interpreted broadly and includes any individual, body corporate, limited or general partnership, trust, trustee, association, limited liability company, unincorporated organization or government authority.

“Receiver” means a receiver or a receiver and manager or any Person appointed to take possession or who has taken possession or control of all or substantially all of the Issuer’s right, title and interest in and to the Subject Agreement pursuant to an order of a court of competent jurisdiction made in respect of the enforcement of the Security Interests.

“Secured Indebtedness” has the meaning given to such term in the Preamble hereto.

“Secured Parties” means the Agent, the Holders, any Lenders and any agent or trustee for any thereof, together with such other persons as may from time to time be secured parties under the Financing Documents.

“**Security Interests**” means the security interests, hypothecs, assignments, pledges, mortgages, liens and other charges granted and created by the Issuer and its Affiliates or any of them in favor of the Agent and the Secured Parties under and pursuant to any of the Financing Documents.

“**Subject Agreement**” means that Firm Transportation Service Agreement (No. []) dated [], 20[] by and between Issuer and Counterparty, as such agreement may be amended, supplemented or restated from time to time.

ARTICLE 2 ACKNOWLEDGEMENT AND CONSENT

2.1 Acknowledgement of Security Interests

Counterparty hereby acknowledges that the Issuer has granted the Security Interests to the Agent and the Secured Parties in the Subject Agreement for the purpose of securing the payment and performance of the Secured Indebtedness and, to the extent that Counterparty’s consent is required for such grant, Counterparty hereby consents, subject to Counterparty’s reservation of all of its rights under the Subject Agreement, the Natural Gas Act and the regulations of the Federal Energy Regulatory Commission. Counterparty and Issuer hereby further acknowledge that the Security Interests and the Financing Documents may be enforced by the Agent and the Secured Parties upon an Event of Default and Counterparty agrees that Counterparty will not delay, oppose, object to or commence or initiate any action or proceeding to challenge the validity or enforceability of any of the Security Interests, the Financing Documents, the appointment of a Receiver, if appointed by or at the request of the Agent or any Secured Party, any proceedings in respect of the foregoing, or any act or omission of the Agent, the Secured Parties or any such Receiver in the enforcement of any of the Financing Documents.

2.2 Subject Agreement Not Binding on Secured Parties

Counterparty hereby acknowledges and agrees that the Financing Documents, when executed and delivered, are not intended to operate as a transfer or absolute assignment of the Issuer’s right, title and interest in and to the Subject Agreement, but only as a collateral assignment of such Subject Agreement. Nothing herein will render the Agent, the Secured Parties, a Receiver, or their respective Affiliates, agents, officers, directors, employees, or any other Person for whom any of them are in law responsible, liable for the fulfillment or non-fulfillment of any of the covenants, agreements, obligations, terms or conditions on the part of the Issuer contained in the Subject Agreement. Agent and Issuer hereby acknowledge and agree that Counterparty has no obligation or liability under the Financing Documents.

2.3 Agent May Act On Behalf of the Issuer

Counterparty and Issuer hereby also acknowledge that the Agent may, but is not required by this Agreement to, at any time, make any payment or perform any act required or permitted under the Subject Agreement to be made or performed by Issuer, with the same legal effect as if made or performed by Issuer and Counterparty will accept such performance with the same legal effect as if performed by the Issuer. The Parties agree that, following Counterparty's receipt of written notice from Agent of an Event of Default: (i) the Agent may provide Counterparty with written instructions concerning matters contained in the Subject Agreement and (ii) Counterparty shall follow, and shall have no liability to Issuer for following, any such instructions if and to the extent Counterparty would be required under the Subject Agreement to follow such instructions had they been received from Issuer. If following such instructions results in Counterparty performing any obligation under the Subject Agreement that otherwise would have been owed to Issuer by Counterparty, such obligation shall be deemed discharged as to Issuer to the extent of such performance by Counterparty.

2.4 Counterparty Not Liable For Incidental, Special, Indirect, Consequential, Multiple, Punitive or Exemplary Damages

Notwithstanding anything to the contrary herein, to the fullest extent limitation of damages is permitted by law, Counterparty shall not be liable for any incidental, special, indirect, consequential, multiple, punitive or exemplary damages arising from or relating to this Agreement or Counterparty's performance or failure to perform hereunder, including any such damages based upon breach of contract, tort (including negligence and misrepresentation), breach of warranty, strict liability, statute, operation of law or any other theory of recovery.

2.5 Notices

Counterparty will send to Agent a copy of each written notice sent by Counterparty to Issuer pursuant to the Subject Agreement with respect to an uncured breach, default or event of default by the Issuer thereunder.

ARTICLE 3 PAYMENTS UNDER THE SUBJECT AGREEMENT

Notwithstanding any provision contained in the Subject Agreement to the contrary, the Parties agree that Counterparty will pay all amounts payable by it under the Subject Agreement in the manner and as and when required under the terms of the Subject Agreement directly into the appropriate account specified on Exhibit A hereto, or to such other person or account as shall be specified from time to time by the Agent to Counterparty in writing; provided, however that payment of any and all such amounts shall be subject to any defense to such payment by Counterparty and Counterparty's rights, if any, of offset, recoupment, abatement, withholding, or reduction, whether such defenses or rights arise under the Subject Agreement or otherwise.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of Counterparty

(a) Counterparty is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization.

(b) Counterparty has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

(c) Counterparty duly executed and delivered the Subject Agreement and has the power and authority to perform its obligations thereunder.

(d) This Agreement and the Subject Agreement constitute the valid and legally binding obligations of Counterparty enforceable in accordance with their terms, subject as to enforcement to bankruptcy, insolvency, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(e) Counterparty has no notice of, and has not consented to, any previous assignment by the Issuer of all or any part of its rights under the Subject Agreement.

(f) Counterparty has not amended the Subject Agreement, has no material disputes in connection with the Subject Agreement, and is not aware of any default subsisting under the Subject Agreement.

4.2 Representations and Warranties of Issuer

(a) Issuer is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization.

(b) Issuer has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

(c) Issuer duly executed and delivered the Subject Agreement and has the power and authority to perform its obligations thereunder.

(d) This Agreement and the Subject Agreement constitute the valid and legally binding obligations of Issuer enforceable in accordance with their terms, subject as to enforcement to bankruptcy, insolvency, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(e) Issuer has not previously assigned all or any part of its rights under the Subject Agreement.

(f) Issuer has not amended the Subject Agreement, has no material disputes in connection with the Subject Agreement, and is not aware of any default subsisting under the Subject Agreement.

4.3 Dealings with the Issuer

(a) Except to the extent otherwise expressly provided herein, the Secured Parties may extend, renew, modify or increase the obligations owing to it by the Issuer or amend, modify, supplement, change, waive or provide consents under the terms of the Financing Documents in accordance with the terms thereof and release, transfer or exchange the Security Interests which it holds and otherwise deal freely with the Issuer, all without affecting the obligations of the Parties hereunder.

(b) Counterparty may amend, modify, supplement, change, terminate, cancel, waive provisions of, or provide consents with respect to, the Subject Agreement, and no notice by Counterparty to Agent or Secured Parties or consent or agreement of the Agent or the Secured Parties will be required for Counterparty to do so.

4.4 Assignments

Counterparty may release and assign its rights and interests under the Subject Agreement to any Person in accordance with the applicable terms of the Subject Agreement and the Issuer's tariff. The Agent will not assign or transfer any of its rights and interests under the Financing Documents, to any Person unless, prior to or contemporaneously with such proposed assignment or transfer, such Person will have agreed in writing to be bound by the terms hereof, and will have executed and delivered to Counterparty an agreement in writing in form and content satisfactory to Counterparty, acting reasonably, with Counterparty agreeing to be bound by the terms and provisions of this Agreement.

4.5 No Release of the Issuer

Nothing contained herein will be deemed to relieve or release the Issuer from any covenants or other obligations to Counterparty, including (without limitation) covenants or other obligations under the Subject Agreement, any other agreement between Issuer and Counterparty, the Natural Gas Act or the regulations of the Federal Energy Regulatory Commission.

4.6 Subsequent Financings

If the Issuer refinances or replaces in whole or in part the Secured Indebtedness, then Counterparty and the Issuer will execute and deliver to, and at the request of, such new credit providers, an agreement substantially in the same form and content as this Agreement, with the intent that such new credit providers will benefit from similar arrangements as between the Parties and be bound by the terms and provisions of this Agreement.

4.7 Notices

Any demand, notice or other communication to be given in connection with this Agreement will be given in writing and will be given by personal delivery or facsimile, addressed to the recipient as follows:

To Counterparty:

[]
[]
[]
Facsimile No.: []
Attention: []

To the Issuer:

Millennium Pipeline Company, L.L.C.
One Blue Hill Plaza, Suite 1509
Pearl River, New York 10965
Facsimile No.: (845) 620-1320
Attention: George W. Flugrad, Associate General Counsel

To the Agent:

[]
[]
[]
Facsimile No.: []
Attention: []

or such other address or telecopier number or to the attention of such other individual as may be designated by notice by any Party to the others. Any demand, notice or other communication given by personal delivery will be conclusively deemed to have been given on the day of actual delivery thereof and, if given by facsimile, on the day of transmittal thereof if given during the normal business hours of the recipient and on the next business day if given after normal business hours on any day.

4.8 General

The term of this Agreement will commence on the date of this Agreement and continue for the time period during which the Subject Agreement is in effect and the Agent and the Secured Parties have Security Interests in the Issuer's interests in the Subject Agreement. If any provision of this Agreement will be determined to be invalid, illegal or unenforceable in any respect in any jurisdiction, such determination will not affect the validity, legality or enforceability of such provision in any other jurisdiction or the validity, legality or enforceability of any other provision of this Agreement. This Agreement will enure to the benefit of and be binding upon the Parties and their respective successors and assigns permitted pursuant to

Section 4.4. In the event of any express conflict or inconsistency between the provisions of this Agreement and the provisions of any Financing Document or the Subject Agreement, provisions of this Agreement will prevail to the extent of such conflict or inconsistency.

4.9 Governing Law

This Agreement shall be governed by the laws of the State of New York. Any legal action or proceeding with respect to this Agreement and any action for enforcement of any judgment in respect thereof may be brought in the courts of the State of New York, in and for the County of New York, or of the United States of America for the Southern District of New York, and, by execution and delivery of this Agreement, Counterparty hereby accepts for itself and in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts and appellate courts from any appeal thereof.

4.10 Counterparts

This Agreement may be executed in any number of counterparts (including facsimile transmission), which taken together will be deemed to constitute one and the same instrument.

[SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed as of the day and year first written above.

[]

By: _____
Name:
Title:

MILLENNIUM PIPELINE COMPANY, L.L.C.

By: _____
Name:
Title:

[], as Collateral Agent for and on behalf of the Secured
Parties

By: _____
Name:
Title:

Appendix B

Marked Tariff

<u>Section</u>	<u>Description</u>	<u>Version</u>
Title Page	Communications	1.0.0
6.2	Gen. Terms & Conditions, Electronic Bulletin Board	1.0.0
6.5	Gen. Terms & Conditions, Service Agreement and Electronic Contracting	5.0.0
7.1	Service Agreement Forms, FT-1, FT-2, BH-1, LFT, and HT-1	10.0.0
7.2	Service Agreement Forms, IT-1 and LIT	4.0.0
7.3.1	Service Agreement Forms, PALS Transaction Sheet	1.0.0
7.4	Service Agreement Forms, IPP	1.0.0
8.11	Miscellaneous Forms, Consent Agreement	3.0.0

FERC GAS TARIFF
First Revised Volume No. 1
Of
MILLENNIUM PIPELINE COMPANY, L.L.C.
FILED WITH THE
FEDERAL ENERGY REGULATORY COMMISSION

Communications concerning this Tariff

should be addressed to:

~~John V. Keith~~George W. Flugrad
~~Vice President, Finance and Controller~~Associate General Counsel
Millennium Pipeline Company, L.L.C.
One Blue Hill Plaza, ~~7th Floor~~Suite 1509
~~P.O. Box 1565~~
Pearl River, NY 10965

2. ELECTRONIC BULLETIN BOARD

2.1 In General. Transporter shall operate and make available to Shippers and other third parties, as set forth below, an interactive electronic communications system (Electronic Bulletin Board (EBB)) (also referred to by its trade name, [TC eConnects](#)~~Navigates~~TM).

All Shippers receiving service under any of Transporter's Rate Schedules shall have the capability to make use of Transporter's EBB as required by this Tariff. The EBB shall be available to any party with compatible electronic equipment. All Shippers and parties making use of Transporter's EBB shall be bound by and comply with the procedures governing its use, as set forth in this Tariff and, for those Shippers or other parties utilizing electronic contracting through the EBB, in Section 5.7 of the General Terms and Conditions.

2.2 Operation. The EBB shall provide, among other things (i) a search function for locating all information concerning specific transactions, and (ii) a menu that shall enable parties to separately access notices of available capacity, records of each transaction entered in the transportation log, and standards of conduct. Transporter will permit parties to download files from the EBB system so the contents can be reviewed in detail without tying up access to the system. Transporter will retain in an electronic format records of the information displayed on the EBB for no less than the preceding three years, and will permit parties reasonable access to those records.

2.3 Communications

(a) The EBB shall be used to communicate initial and revised gas transportation schedules, confirmation of gas transportation nominations, amendments of interruptible receipt and delivery points under gas transportation service agreements, and any other data or notice required by this Tariff. After notice by Transporter, the following types of communication may be permitted: notices not previously required to be given through the EBB, service agreements and amendments, and such other communications as the parties may agree in writing. Where electronic communications are required by this Tariff, Transporter may waive the requirements and accept such communications in another acceptable form on a nondiscriminatory basis. Notices posted on the EBB that require action by another party within two business days, including notices to interruptible shippers, shall also be communicated by Electronic Notice Delivery.

(b) In the event of failure of all or part of the EBB system, communications ordinarily conveyed through the EBB shall, to the extent possible, be conveyed through a combination of Electronic Notice Delivery, telephonic, or facsimile transmissions. Transporter will make available certain blank forms on its EBB that Shipper may print for use in case of a failure of Transporter's EBB and Shipper may transmit those completed forms to Transporter by facsimile transmission. Shipper will be responsible for printing and saving the blank forms in advance of any EBB failure. In the event of failure of all or part of the EBB system, the forms Shipper shall transmit by facsimile transmission or other approved means of communication shall include:

notices requiring action within two business days; requests for service not requiring open bidding; capacity releases made pursuant to an exempt transaction; executions of Service Agreements; and submissions of nominations. In the event of failure of all or part of the EBB system, the forms Transporter shall transmit by Electronic Notice Delivery or facsimile shall include status reports, executed Service Agreements, invoices, and notices requiring action within two business days.

(c) In the event that certain EBB functions effectively cannot be replaced, Transporter will, by Electronic Notice Delivery, telephone or facsimile transmission, provide notice to Shippers of the suspension of that function pending restoration of EBB operations. The activities or functions to be suspended for the duration of any EBB failure shall include: bidding for Transporter's available capacity or released capacity; 24-hour turnaround times for contracting between Transporter and other parties, such as Replacement Shippers of released capacity; and current capacity information, balancing data, or other operational information.

2.4 Limitation. The EBB shall be employed by Shippers and other parties for the uses identified in this Section and elsewhere in this Tariff. To the extent other provisions of this Tariff prescribe that certain types of communications should be transmitted by means other than the EBB, those specific provisions shall govern.

2.5 Relation to Other Provisions. Communications made in accordance with this Section shall satisfy the requirements of the Rate Schedules, Service Agreements, and General Terms and Conditions, as specified in this Tariff, and shall be binding upon the parties to the same extent as if transmitted by any other means permitted by such Tariff provisions. Nothing in this Section, however, shall operate to override any requirements elsewhere in this Tariff with respect to the need for any communications, or the deadlines for such communications. In the event any conflict exists between this Section and any other provision of this Tariff or of any Service Agreement, the latter provisions shall control.

2.6 Access Requirements; Operations. Transporter's EBB will operate 24 hours per day, seven days a week, every week of the year, except as necessary to perform system maintenance. As noted in Section 2.1 above, access to the EBB shall be available to any party (i) that has compatible electronic equipment, and (ii) that complies with the provisions of this Section and, for electronic contracting purposes, with this Section and Section 5.7 of the General Terms and Conditions. Transporter will operate a toll free telephone helpline, answered 24 hours a day, to provide technical support and an On-line Help feature that provides user support and can be accessed from all areas of the EBB.

(a) Equipment. EBB users must have computer equipment, software and Internet service meeting the minimum standards established by the Gas Industry Standards Board and incorporated elsewhere in this tariff.

(b) Access Procedure. Any party desiring to use Transporter's EBB may arrange to do so by contacting Transporter's [TC eConnects](#) ~~Navigates~~TM Help Desk, making the request, and

providing the name, address, and telephone number of the company and the designated contact person and other information as may be required.

2.7 Warranty of Accuracy of Data. All parties using the EBB assume the responsibility that the data they transmit through the EBB is accurate and complete. Each such party further agrees that the party receiving data transmitted through the EBB may act in full reliance upon such data to the same extent that it could have had the data been delivered by any other means authorized under any Rate Schedule or Service Agreement.

2.8 Confidentiality. All communications received through the EBB, and any data contained therein, shall be subject to the same requirements of confidentiality, if any, applicable to such communications had they been made by any other means permitted under any Rate Schedule or Service Agreement.

2.9 Maintenance of Communication Link. Each party is responsible for maintaining an effective communication link with the Internet.

2.10 Determination of Receipt or Delivery of Transmissions. An EBB transmission shall be deemed to have been received when the transmission has been successfully received and time-stamped by Transporter's application (for electronic data interchange (EDI) transmissions) or by the EBB computer (for on-line transmissions).

2.11 Responsibility for Employees. Each party shall be responsible for the actions of its employees with respect to use of or access to Transporter's EBB. Each employee and agent shall be deemed to have authority to act on behalf of and to bind that party with respect to any communications and data in electronic transmissions initiated by that employee or agent.

2.12 Cost of Electronic Bulletin Board.

(a) Cost of Equipment. Each party shall provide and be responsible for its own costs for the data processing equipment it uses to send and receive electronic communications.

(b) Cost of EBB Services. Each party shall provide and be responsible for its own costs for accessing the Internet.

(c) Cost of Unauthorized Transmission. Use of the receiving party's designated site is limited to transactions permitted under this Tariff. No party may use another party's designated site for any other purpose unless otherwise expressly authorized under separate written agreement between the parties, including Transporter. If any party transmits to another party's designated site data not qualifying under this Tariff, the transmitting party will be liable to reimburse the receiving party for any direct costs incurred as a result of receiving any such unauthorized transmission.

2.13 Limitation on Access to Data. No party may obtain on its own initiative or otherwise any data from or relating to the other party except as specifically identified in this Section 2. In the event any party receives a transmission that the receiving party knows or should know is not directed to or intended for the receiving party, the receiving party shall immediately notify the transmitting party of such transmission and take such reasonable action as the transmitting party directs. In no event shall the receiving party utilize such information to the detriment of the transmitting party or any other party, or otherwise convey the substance of such transmission to any third party.

2.14 Security Breaches. Any Shipper or other party using the EBB agrees to notify Transporter promptly if there is any indication that a security breach may have occurred with regard to any electronic data interchange facilities or systems, and to make any changes in passwords or other changes necessary to ensure the continued integrity of the EBB system. A security breach shall include, but not be limited to (i) loss of confidentiality of the other party's account name or account number for its designated site; (ii) termination of employment of any employee authorized to effect EBB communications; and (iii) loss of authority to effect EBB communications by any previously authorized employee. Transporter shall, to the extent possible, accommodate requests by Shippers to limit the access of designated employees or representatives of Shipper to designated portions of the EBB.

2.15 Responsibility for System Failure. Each EBB user shall bear the consequences of any failure in its own EBB-related equipment or system, and no such failure shall in any way affect the requirements under Transporter's Tariff or Service Agreements for communications, or the impact under the Tariff or Service Agreements of any failure by either party to make or receive such communications. The standards of liability applicable to the operation of the EBB equipment within Transporter's ownership and control shall be the same standards as are applicable to Transporter's other equipment and operations.

5. SERVICE AGREEMENT AND ELECTRONIC CONTRACTING

5.1 Form of Service Agreement. Shipper shall enter into a contract with Transporter under Transporter's applicable standard Form of Service Agreement or Assignment Agreement prior to receiving service from Transporter under any Rate Schedule; provided, however, that a Service Agreement between Transporter and Shipper that was in effect on the effective date of this Tariff shall remain in effect until it is replaced, superseded, terminated, or expires by its own terms, and shall be considered as an executed Service Agreement to the extent that its provisions are not superseded by or in conflict with the provisions of this Tariff. Shippers with new levels of service shall execute new Service Agreements. As used in this Tariff, "Service Agreement" shall include Assignment Agreements unless otherwise specified.

5.2 Term. The period of time to be covered by the Service Agreement (but not including Assignment Agreements) shall be determined (i) by agreement between the parties or (ii) in accordance with the procedures set forth at Section 4 (Availability of Capacity for Firm Services) of the General Terms and Conditions. Where the Service Agreement supersedes or cancels an existing Service Agreement, however, Transporter may require that the term of the Service Agreement shall be not less than the unexpired portion of the term contained in the Service Agreement to be superseded or canceled. The term of an Assignment Agreement shall be determined in accordance with the provisions of Section 14 (Release and Assignment of Service Rights) of the General Terms and Conditions.

5.3 Quantity Obligations and Requirements. The quantities of gas to be transported by Transporter shall be set forth in the applicable Service Agreement.

5.4 Successors and Assigns. Any company that succeeds by purchase, merger, or consolidation to the gas properties of Transporter or of Shipper substantially as an entirety, and any Affiliated Successor in Interest that acquires from Transporter the properties of Transporter used in interstate commerce in rendering service to Shipper, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under the Service Agreement. Shipper, Transporter, and their successors may assign or pledge the Service Agreement under the provisions or any mortgage, deed of trust, indenture or similar instrument that it has executed or may execute hereafter; provided, however, that such mortgage, deed of trust, indenture or similar instrument will cover the properties of such party as an entirety unless such party is an Affiliated Successor in Interest as described above. Otherwise no party will assign the Service Agreement or any of its rights thereunder unless it first has obtained in writing the consent thereto of the other party; provided, however, that Shipper may release and assign service rights contracted for under such Service Agreement pursuant to the conditions, and subject to the limitations, of Section 14 (Release and Assignment of Service Rights) of the General Terms and Conditions. Any direct or indirect assignment of service rights by Shipper under this paragraph will be made in good faith and not for the purpose of avoiding the requirements of Section 14.

The restrictions on assignment set forth in this Section 5.4 shall not in any way prevent any party from pledging or mortgaging its rights under a Service Agreement as security for its

indebtedness. Transporter may request that a Shipper execute a Consent Agreement, on the form provided in this FERC Gas Tariff, in favor of lenders providing financing in support of the facility or any expansion thereof, provided that the Shipper's Service Agreement provides Transporter with at least \$5 million in annual revenues and \$25 million over the term of the Agreement. All other Shippers may request that Transporter execute such Consent Agreement at any time.

5.5 Waiver of default. No waiver by either party of any one or more defaults by the other in the performance of any provisions of the Service Agreement will operate or be construed as a waiver of any future default or defaults, whether of a like or different character.

5.6 Choice of Law. Unless otherwise specifically stated in the Service Agreement, interpretation of the provisions of all Service Agreements or other agreements entered into between Shipper and Transporter, including any provisions of this Tariff related to such agreements, and any disputes arising from such agreements, will be governed by the law of the State of New York.

5.7 Electronic Contracting Agreement.

(a) In General. Transporter and Shipper may, and when required by the Tariff will, enter into new or amended Service Agreements or Assignment Agreements by electronic communications through Transporter's EBB. Transporter and Shipper may also by mutual agreement enter into any other Agreement through electronic communications. Service Agreements, Assignment Agreements pursuant to Section 14 of the General Terms and Conditions (Release and Assignment of Service Rights) and other agreements are collectively referred to as "Contracts" in this Section 5.7. The consummation of Contracts electronically shall be governed by the provisions of this Section 5.7 and the Electronic Contracting Agreement.

(b) When Required. Shipper shall be required to enter into a Contract electronically if Shipper desires to commence service within five business days after a contract is awarded; provided, if Shipper nominates prior to execution of a contract and such nomination is deemed to be execution of that contract, Shipper shall nonetheless execute a contract, either electronically or in writing.

(c) Prerequisites. Requestor shall not be eligible to enter into a Contract electronically until Requestor has executed and submitted to Transporter an Electronic Contracting Agreement in the form contained on Transporter's EBB. Requestor shall execute the Electronic Contracting Agreement in duplicate by original handwritten signature(s) on paper and forward it to Transporter via mail or other delivery service at least 15 business days in advance of bidding for or requesting a Contract. The requirement in this Section 5.7(c) of timely submission of an executed Electronic Contracting Agreement may not be satisfied by facsimile transmission of an executed document, or any other method that results in Transporter receiving only a copy of a signature.

(d) Documents; Standards. Transporter and Shipper may, and when required by the Tariff shall, electronically transmit to or receive from the other party any of the electronic forms (including Contracts) listed by Transporter, currently or in the future, on the Transaction List posted on [TC eConnectsNavigates™](#), (collectively "Documents"). Any transmission of data that is not a Document shall have no force or effect between the parties unless justifiably relied upon by the receiving party. All Documents shall be transmitted in accordance with the standards set forth in the EBB User's Guide, as it may be amended or supplemented from time to time by Transporter.

(e) Signatures. Transporter shall adopt as its signature an electronic identification, and Transporter shall furnish to Subscriber one or more unique electronic identifications (User Identification and Password), consisting of symbol(s) or code(s), which are to be electronically affixed to or placed in each Document transmitted by such party ("Signatures"). The employee(s) or officer(s) designated by Subscriber in Appendix A of the Electronic Contracting Agreement shall perform the contracting function for Subscriber and thereby legally bind Subscriber to any Contract with Transporter by use of that person's assigned User Identification and Password. By entering into the Electronic Contracting Agreement, Subscriber represents and warrants that (i) the employee(s) or officer(s) identified in Appendix A thereof have been duly and legally authorized to enter into and execute Contracts electronically on behalf of Subscriber, and (ii) all other persons designated by Subscriber to receive a User Identification and Password have been duly authorized to send and receive Documents other than Contracts. The Signature of a party affixed to or contained in any transmitted Document shall be irrebuttable proof that such party originated such Document. Neither party shall disclose to any unauthorized person the Signatures of the other party.

(f) Security Procedures. Each party shall be responsible for ensuring that all electronic executions with Signatures and all transmissions of Documents are authorized, and for protecting its business records and data from improper access. Parties shall be responsible for securing physical access to each of its computers utilizing [TC eConnectsNavigates™](#) and for keeping confidential its User Identification(s) and Password(s). Transporter reserves the right to invalidate any User Identification or Password if it suspects a security breach.

(g) Transmissions.

(1) Proper Receipt. Documents shall not be deemed to have been properly received, and no Document shall give rise to any obligation, until it has been received as determined in accordance with Section 2.10 of the General Terms and Conditions.

(2) Acknowledgment. Upon proper receipt of any Document, the receiving party shall promptly and properly transmit electronically a functional acknowledgement of receipt, unless otherwise specified in the Transaction List. A functional acknowledgement shall constitute conclusive evidence a Document has been properly received.

(3) Acceptance. If acceptance of a Document is required by the Transaction List, the proper receipt of any such Document shall not give rise to any obligation unless and until the party initially transmitting such Document has properly received in return an Acceptance Document (as specified in the Transaction List).

(h) Pro Forma Service Agreement. When a party affixes its Signature to a Contract and transmits the Contract to Transporter in accordance with Section 5.7(g) above, it shall be bound, as applicable, by (i) the terms and conditions of the applicable pro forma Service Agreement or Assignment Agreement contained in this Tariff corresponding to the Rate Schedule under which that party is seeking service, or (ii) the terms and conditions of any generally available, nonjurisdictional agreement or contract that is a Document. The date of Transporter's acceptance of an executed and properly transmitted Contract under Section 5.7(g) shall be deemed to be the date of execution for purposes of the Contract and that execution date shall apply to any subsequently issued paper copy of the Contract that Transporter tenders to Shipper. The effective date and term of the Contract shall be determined in accordance with the provisions of this Section 5.7(h) and Section 5.2 of the General Terms and Conditions, but Transporter shall not be obligated to provide service to Subscriber prior to the date of acceptance.

(i) Replacement With Paper Copies of Service Agreements. (1) Transporter may terminate a Contract entered into electronically, and providing for firm service with a term of one year or more, 30 days after the date of execution, as determined in accordance with Section 5.7(h), unless Shipper executes in original handwriting a paper copy of that Service Agreement and returns it to Transporter prior to the expiration of such 30-day period. Transporter shall send the Service Agreement to Shipper through the EBB in sufficient time to enable Shipper to print, execute, and return a paper copy of that Service Agreement prior to the 30-day termination date.

(j) Termination. Except as stated in Section 5.7(f), the Electronic Contracting Agreement shall remain in effect until terminated by either party with at least 30 days prior written notice, which notice shall specify the effective date of termination; provided that: (i) the effective date of termination shall not precede the termination of any electronic Service Agreement or Transaction; (ii) any termination shall not affect the respective obligations or rights of the parties arising under any electronic Service Agreement or Documents, or otherwise arising under this Section prior to the effective date of termination; and (iii) any such termination by Transporter shall be only for due cause or upon the request of Shipper.

(k) Garbled Transmissions. If any transmitted Document is received in an unintelligible or garbled form, the receiving party shall promptly notify the originating party (if identifiable from the received Document) in a reasonable manner. In the absence of such a notice (where the originating party can be identified), the originating party's record of the contents of such Document shall control.

(1) Terms and Conditions of Electronic Contracting Agreement. The terms and conditions set forth in this Section 5.7(1) shall apply to the Electronic Contracting Agreements entered into by Transporter and Shippers.

(1) The Electronic Contracting Agreement shall be considered to be an integral part of any Contract heretofore or hereafter entered into between Transporter and Shipper.

(2) Execution of the Electronic Contracting Agreement shall evidence the parties' mutual intent to create binding contractual obligations by means of the electronic transmission and receipt of Documents.

(3) Any Document properly transmitted shall be deemed (in connection with any Transaction, Contract, or Electronic Contracting Agreement) to be a "writing" or "in writing"; and any such Document that includes a Signature ("Signed Documents") shall be deemed for all purposes (i) to have been "signed" and (ii) to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business.

(4) The conduct of the parties under an Electronic Contracting Agreement, including the use of properly transmitted Signed Documents, shall, for all legal purposes, evidence a course of dealing and a course of performance accepted by the parties in furtherance of any Transaction, Contract, or Electronic Contracting Agreement.

(5) By executing the Electronic Contracting Agreement, the parties agree not to contest or assert as a defense the validity or enforceability of Signed Documents under the provisions of any law, including the Statute of Frauds, relating to whether certain agreements are to be in writing or signed by the party to be bound thereby. Signed Documents, if introduced as evidence on paper in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Signed Documents under the business records exception to the hearsay rule, the best evidence rule, or any other statute or rule of like kind or character on the basis that the Signed Documents were not originated or maintained in documentary form or a form not contemplated in the Electronic Contracting Agreement.

(6) Any provision of the Electronic Contracting Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of the Electronic Contracting Agreement or affecting the validity or enforceability of such remaining provisions.

(7) The Electronic Contracting Agreement, the documents incorporated therein by reference, and the Documents transmitted pursuant to the Electronic

Contracting Agreement shall (i) constitute the complete agreement of the parties relating to the matters specified in the Electronic Contracting Agreement, and (ii) supersede all prior representations or agreements, whether oral or written, with respect to such matters. No oral modification or waiver of any of the provisions of the Electronic Contracting Agreement shall be binding on either party. No modification of or supplement to the terms and provisions of the Electronic Contracting Agreement shall be effective unless it is in a paper writing signed in original handwriting by the parties. No obligation to enter into any Transaction is to be implied from the execution or delivery of the Electronic Contracting Agreement. The Electronic Contracting Agreement is for the benefit of, and shall be binding upon, the parties and their respective successors and assigns.

(m) Limitation of Damages.

(1) Neither party shall be liable to the other for any special, incidental, exemplary or consequential damages arising from or as a result of any delay, omission or error in the electronic transmission or receipt of any Documents pursuant to the Electronic Contracting Agreement, even if either party has been advised of the possibility of such damages.

(2) Shipper or any other party with access to Transporter's EBB shall defend and indemnify Transporter from and against any and all claims, demands and actions, and any resulting loss, costs, damages and expenses (including court costs and reasonable attorney fees) that may be asserted against or imposed upon Transporter by any person or entity as a result of the unauthorized or otherwise improper use of any User Identification or Password issued by Transporter to that Shipper or other party.

[Applicable to the following Rate Schedules: FT-1, FT-2, BH-1, LFT, and HT-1]

Service Agreement No. _____
Control No. _____

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 _____ ("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. Service under this Agreement shall commence as of _____, [or when applicable, "This Agreement shall be effective as of the later of _____, or the date that all of Transporter's _____ (insert project name) facilities necessary to provide firm transportation service to Shipper have been commissioned, tested, and are ready for service as determined in Transporter's discretion"] and shall continue in full force and effect until _____ [or, when applicable, "shall remain in full force and effect for a term of _____"]. Pre-granted abandonment shall apply upon termination of this Service Agreement, subject to any right of first refusal Shipper may have under the Commission's regulations and Transporter's Tariff.

_____ 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,

_____ 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, BH-1, LFT, and HT-1, (b) the terms or conditions of Rate Schedules FT-1, FT-2, BH-1, LFT, and HT-1, or (c) any provisions of the General Terms and Conditions of Service applicable to Rate Schedules FT-1, FT-2, BH-1, LFT, 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 has entered into a Consent Agreement.

___ 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(b)(2) of the General Terms and Conditions of Transporter's FERC Gas Tariff within _____ (specify extension

notice period), which extension is subject to the following limitations on the rates, level of capacity, and/or contract length applicable to the extension term(s):

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~~ Suite 109, Pearl River, NY 10965 and notices to Shipper should be addressed to it at _____, Attention: _____, 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:

Section 10. Further Agreement. (Write None or, if applicable, specify the agreement containing provisions permitted by Tariff under the applicable Rate Schedule and pursuant to Section 42 of the General Terms and Conditions of Transporter's FERC Gas Tariff.)

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.

(SHIPPER)
L.L.C.

MILLENNIUM PIPELINE COMPANY,

By _____ By _____

Its _____ Its _____

Date _____ Date _____

[Applicable to Rate Schedules IT-1 and LIT]

Service Agreement No. _____
Control No. _____

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 _____ ("Shipper").

In consideration of the mutual covenants contained in this Service Agreement, the parties hereto 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 _____.

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, or, in the case of a discounted rate upon the agreement of Transporter and Shipper, as referenced in an e-mail message or other electronic communication sent by Transporter to Shipper to confirm the terms of the discount granted (Discount Confirmation), provided that Shipper is qualified to enter into an electronic Contract pursuant to Section 5.7 of the General Terms and Conditions of Transporter's Tariff. In the even that a discount is memorialized in a Discount Confirmation, once Transporter and Shipper have agreed to a discount and Transporter has sent Shipper the Discount Confirmation, the discount is contractually binding and the Discount Confirmation will constitute an addendum to Shipper's service agreement. Each such addendum is an integral part

of the underlying service agreement as if executed by both parties and fully copied and set forth at length therein.

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 IT-1 and LIT, (b) the terms or conditions of Rate Schedules IT-1 and LIT, or (c) any provisions of the General Terms and Conditions of Service applicable to Rate Schedules IT-1 and LIT. 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 under this Service Agreement 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 twelve (12) months prior to the expiration date of this Agreement, subject to the following limitations:

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~~ Suite 1509, Pearl River, NY 10965 and notices to Shipper should be addressed to it at _____, Attention: _____, 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:

Section 10. Further Agreement. (Write None or, if applicable, specify the agreement containing provisions permitted by Tariff under the applicable Rate Schedule and pursuant to Section 42 of the General Terms and Conditions of Transporter's FERC Gas Tariff.)

(SHIPPER)
L.L.C.

MILLENNIUM PIPELINE COMPANY,

By_____ By_____

Its_____ Its_____

Date_____ Date_____

PALS TRANSACTION SHEET NO. _____
TO MASTER PALS SERVICE AGREEMENT NO. _____

COMPANY: MILLENNIUM PIPELINE COMPANY, L.L.C.

COMPANY'S ADDRESS: Millennium Pipeline Company, L.L.C., One Blue Hill Plaza, ~~7th~~
~~Floor, P.O. Box 1565~~Suite 1509, Pearl River, NY 10965

SHIPPER: _____

SHIPPER'S ADDRESS:

TERM COMMENCEMENT DATE: _____

TERM ENDING DATE: _____

TYPE OF TRANSACTION (check applicable blank): PARK ____; LOAN ____

SCHEDULE FOR SERVICE:

Maximum Quantity Parked/Loaned (Dth): _____

Minimum Quantity Parked/Loaned (Dth): _____

Daily Quantity
Delivered to Transporter

Daily Quantity
Received From Transporter

Beginning Date	Ending Date	Point(s) of Transaction	Minimum (Dth)	Maximum (Dth)	Minimum (Dth)	Maximum (Dth)
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

PALS TRANSACTION SHEET NO. _____
TO MASTER PALS SERVICE AGREEMENT NO. _____

RATES:

The maximum Account Balance Charge pursuant to Section 4 of Rate Schedule PALS, and set forth on Section 6 of the Currently Effective Rates of Transporter's FERC Gas Tariff from time to time, applies to all service provided under this Agreement.

The discounted Account Balance Charge for the specified quantities and time periods set forth in the schedule for service stated above will be as set forth below:

Beginning Date	Account Balance Ending Date	Charges (per Dth)
_____	_____	_____
_____	_____	_____
_____	_____	_____

If quantities exceed the maximum daily quantities or do not meet the minimum daily quantities agreed to on the above schedule for service for any day, the maximum Account Balance Charge set forth in Transporter's FERC Gas Tariff from time to time will apply to the account balance on that day. In no event is Transporter obligated to provide service under this Agreement for time periods outside the above term commencement and ending dates.

This PALS Transaction is subject to Master PALS Service Agreement No. _____ between Shipper and Transporter dated _____.

_____ The terms of this PALS Transaction are binding and this PALS Transaction is deemed executed for purposes of Section 7 of the Master PALS Agreement if this PALS Transaction is not disputed in writing within 2 Business Days of receipt by Shipper.

_____ The terms of this PALS Transaction will not be binding for purposes of Section 7 of the Master PALS Service Agreement until Shipper physically executes and returns or transmits an executed electronic or paper copy of this PALS Transaction to Transporter.

(SHIPPER) _____ MILLENNIUM PIPELINE COMPANY, L.L.C.

By _____ By _____

Title _____ Title _____

Date _____ Date _____

Service Agreement No. _____
Control No. _____

IPP 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 _____ ("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 an accounting service in accordance with the provisions of the effective IPP 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. Subject to the limitations set forth in the IPP Rate Schedule, Transporter will provide an accounting service for gas supplies pooled by Shipper on an interruptible basis.

Section 3. Term. Service under this Service Agreement will commence as of _____ and continue in full force and effect until _____. Pre-granted abandonment applies upon termination of this Service Agreement.

Section 4. Rates. Shipper must pay Transporter any charges and furnish any Retainage as may be described in the above-referenced Rate Schedule, unless otherwise agreed to by the parties in writing and specified as an amendment to this Service Agreement.

Section 5. 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~~ Suite 1509, Pearl River, NY 10965 and notices to Shipper should be addressed to it at _____, Attention: _____, until changed by either party by written notice.

Section 6. Superseded Agreements. This Service Agreement supersedes and cancels, as of the first day of the term of this Service Agreement, the following Service Agreements: _____.

SHIPPER

MILLENNIUM PIPELINE COMPANY, L.L.C

By _____

By _____

Title _____

Title _____

CONSENT AND ACKNOWLEDGEMENT AGREEMENT

THIS AGREEMENT made as of the [] day of [] 20[],

AMONG:

[] (“Counterparty”)

- and -

MILLENNIUM PIPELINE COMPANY, L.L.C.,
a Delaware limited liability company (the “**Issuer**”)

- and -

[],
as collateral agent for and on behalf of the Secured Parties
(together with its successors acting in such capacity, the “**Agent**”)

PREAMBLE:

- A. The Issuer and Counterparty have entered into the Subject Agreement (as defined below).
- B. The Agent and the Secured Parties (as defined below) may enter into an Intercreditor Agreement (as defined below).
- C. The Secured Parties have provided or will provide from time to time credit to the Issuer pursuant to the Financing Documents (as defined below) and the Issuer is or may from time to time become indebted or obligated to the Secured Parties pursuant thereto.
- D. As security for the payment and performance of the indebtedness, liabilities and obligations of the Issuer to the Secured Parties under the Financing Documents (the “**Secured Indebtedness**”), the Issuer has assigned and granted or will assign and grant Security Interests (as defined below) to and in favor of the Agent for and on behalf of itself and the Secured Parties in all of the Issuer’s right, title and interest in certain collateral, including, without limitation, the Subject Agreement.
- E. In connection with such assignment, Issuer and Agent have requested that Counterparty enter into this Agreement.

AGREEMENT:

In consideration of the covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby conclusively acknowledged), the Parties (as defined below) covenant and agree as follows:

**ARTICLE 1
INTERPRETATION**

1.1 Definitions

The following words and phrases have the following meanings when used herein:

“**Affiliate**” means, in reference to a Person, any other Person which:

- (a) directly or indirectly controls or is controlled by the first Person; or
- (b) is directly or indirectly controlled by a Person which also directly or indirectly controls the first Person,

and for the purposes of this definition, a Person will be deemed to control another Person if such Person controls that Person in fact, whether by ownership of voting rights, by contract, by being the sole general partner of a limited partnership or otherwise howsoever.

“**Agent**” has the meaning set forth in the introductory paragraph hereto.

“**Agreement**” means this Consent and Acknowledgement Agreement, as amended, supplemented or restated from time to time.

“**Credit Agreement**” means any credit facility, which shall include, without limitation, any credit agreement, note purchase agreement, indenture or promissory note that the Issuer may enter into following the date hereof other than the Note Purchase Agreement, which credit facility is Secured Indebtedness, as such credit facility may be amended, supplemented, restated or replaced from time to time in accordance with the provisions thereof.

“**Counterparty**” has the meaning set forth in the introductory paragraph hereto.

“**Event of Default**” means an uncured breach, default or event of default of the Issuer under the Note Purchase Agreement or any Credit Agreement.

“**Financing Documents**” means the Note Purchase Agreement, any Credit Agreement, and any security agreement, mortgage, pledge, swap agreement and any other document relating thereto, including the Intercreditor Agreement, in each case, now or hereafter entered into between the Issuer or any of its Affiliates and the Agent or any of the Secured Parties or their

respective Affiliates in connection with the Note Purchase Agreement, any Credit Agreement or any other forms of credit.

“Holders” means the holders of the Notes and each of their respective successors and permitted assigns.

“Intercreditor Agreement” means an Intercreditor Agreement, which may be entered into between the Issuer, the Agent and the other parties that may from time to time become party thereto, as amended, supplemented, restated or replaced from time to time in accordance with the provisions thereof.

“Issuer” has the meaning set forth in the introductory paragraph hereto.

“Lenders” means the lenders or other holders of indebtedness of the Issuer from time to time under any Credit Agreement, and each of their respective successors and permitted assigns.

“Natural Gas Act” means the Natural Gas Act, 15 U.S.C. §717, *et seq.*

“Note Purchase Agreement” means the Note Purchase Agreement to be entered into among the Issuer, each of the purchasers of the Notes named therein and the Agent, as amended, restated, adjusted, waived, renewed, extended, supplemented or otherwise modified from time to time.

“Notes” mean the Issuer’s senior secured notes issued under the Note Purchase Agreement together with any notes issued in substitution therefor pursuant to the Note Purchase Agreement.

“Parties” means the parties to this Agreement and their successors and permitted assigns, and **“Party”** means any one of them.

“Person” is to be interpreted broadly and includes any individual, body corporate, limited or general partnership, trust, trustee, association, limited liability company, unincorporated organization or government authority.

“Receiver” means a receiver or a receiver and manager or any Person appointed to take possession or who has taken possession or control of all or substantially all of the Issuer’s right, title and interest in and to the Subject Agreement pursuant to an order of a court of competent jurisdiction made in respect of the enforcement of the Security Interests.

“Secured Indebtedness” has the meaning given to such term in the Preamble hereto.

“Secured Parties” means the Agent, the Holders, any Lenders and any agent or trustee for any thereof, together with such other persons as may from time to time be secured parties under the Financing Documents.

“**Security Interests**” means the security interests, hypothecs, assignments, pledges, mortgages, liens and other charges granted and created by the Issuer and its Affiliates or any of them in favor of the Agent and the Secured Parties under and pursuant to any of the Financing Documents.

“**Subject Agreement**” means that Firm Transportation Service Agreement (No. []) dated [], 20[] by and between Issuer and Counterparty, as such agreement may be amended, supplemented or restated from time to time.

ARTICLE 2 ACKNOWLEDGEMENT AND CONSENT

2.1 Acknowledgement of Security Interests

Counterparty hereby acknowledges that the Issuer has granted the Security Interests to the Agent and the Secured Parties in the Subject Agreement for the purpose of securing the payment and performance of the Secured Indebtedness and, to the extent that Counterparty’s consent is required for such grant, Counterparty hereby consents, subject to Counterparty’s reservation of all of its rights under the Subject Agreement, the Natural Gas Act and the regulations of the Federal Energy Regulatory Commission. Counterparty and Issuer hereby further acknowledge that the Security Interests and the Financing Documents may be enforced by the Agent and the Secured Parties upon an Event of Default and Counterparty agrees that Counterparty will not delay, oppose, object to or commence or initiate any action or proceeding to challenge the validity or enforceability of any of the Security Interests, the Financing Documents, the appointment of a Receiver, if appointed by or at the request of the Agent or any Secured Party, any proceedings in respect of the foregoing, or any act or omission of the Agent, the Secured Parties or any such Receiver in the enforcement of any of the Financing Documents.

2.2 Subject Agreement Not Binding on Secured Parties

Counterparty hereby acknowledges and agrees that the Financing Documents, when executed and delivered, are not intended to operate as a transfer or absolute assignment of the Issuer’s right, title and interest in and to the Subject Agreement, but only as a collateral assignment of such Subject Agreement. Nothing herein will render the Agent, the Secured Parties, a Receiver, or their respective Affiliates, agents, officers, directors, employees, or any other Person for whom any of them are in law responsible, liable for the fulfillment or non-fulfillment of any of the covenants, agreements, obligations, terms or conditions on the part of the Issuer contained in the Subject Agreement. Agent and Issuer hereby acknowledge and agree that Counterparty has no obligation or liability under the Financing Documents.

2.3 Agent May Act On Behalf of the Issuer

Counterparty and Issuer hereby also acknowledge that the Agent may, but is not required by this Agreement to, at any time, make any payment or perform any act required or permitted under the Subject Agreement to be made or performed by Issuer, with the same legal effect as if made or performed by Issuer and Counterparty will accept such performance with the same legal effect as if performed by the Issuer. The Parties agree that, following Counterparty's receipt of written notice from Agent of an Event of Default: (i) the Agent may provide Counterparty with written instructions concerning matters contained in the Subject Agreement and (ii) Counterparty shall follow, and shall have no liability to Issuer for following, any such instructions if and to the extent Counterparty would be required under the Subject Agreement to follow such instructions had they been received from Issuer. If following such instructions results in Counterparty performing any obligation under the Subject Agreement that otherwise would have been owed to Issuer by Counterparty, such obligation shall be deemed discharged as to Issuer to the extent of such performance by Counterparty.

2.4 Counterparty Not Liable For Incidental, Special, Indirect, Consequential, Multiple, Punitive or Exemplary Damages

Notwithstanding anything to the contrary herein, to the fullest extent limitation of damages is permitted by law, Counterparty shall not be liable for any incidental, special, indirect, consequential, multiple, punitive or exemplary damages arising from or relating to this Agreement or Counterparty's performance or failure to perform hereunder, including any such damages based upon breach of contract, tort (including negligence and misrepresentation), breach of warranty, strict liability, statute, operation of law or any other theory of recovery.

2.5 Notices

Counterparty will send to Agent a copy of each written notice sent by Counterparty to Issuer pursuant to the Subject Agreement with respect to an uncured breach, default or event of default by the Issuer thereunder.

ARTICLE 3 PAYMENTS UNDER THE SUBJECT AGREEMENT

Notwithstanding any provision contained in the Subject Agreement to the contrary, the Parties agree that Counterparty will pay all amounts payable by it under the Subject Agreement in the manner and as and when required under the terms of the Subject Agreement directly into the appropriate account specified on Exhibit A hereto, or to such other person or account as shall be specified from time to time by the Agent to Counterparty in writing; provided, however that payment of any and all such amounts shall be subject to any defense to such payment by Counterparty and Counterparty's rights, if any, of offset, recoupment, abatement, withholding, or reduction, whether such defenses or rights arise under the Subject Agreement or otherwise.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of Counterparty

(a) Counterparty is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization.

(b) Counterparty has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

(c) Counterparty duly executed and delivered the Subject Agreement and has the power and authority to perform its obligations thereunder.

(d) This Agreement and the Subject Agreement constitute the valid and legally binding obligations of Counterparty enforceable in accordance with their terms, subject as to enforcement to bankruptcy, insolvency, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(e) Counterparty has no notice of, and has not consented to, any previous assignment by the Issuer of all or any part of its rights under the Subject Agreement.

(f) Counterparty has not amended the Subject Agreement, has no material disputes in connection with the Subject Agreement, and is not aware of any default subsisting under the Subject Agreement.

4.2 Representations and Warranties of Issuer

(a) Issuer is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization.

(b) Issuer has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

(c) Issuer duly executed and delivered the Subject Agreement and has the power and authority to perform its obligations thereunder.

(d) This Agreement and the Subject Agreement constitute the valid and legally binding obligations of Issuer enforceable in accordance with their terms, subject as to enforcement to bankruptcy, insolvency, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(e) Issuer has not previously assigned all or any part of its rights under the Subject Agreement.

(f) Issuer has not amended the Subject Agreement, has no material disputes in connection with the Subject Agreement, and is not aware of any default subsisting under the Subject Agreement.

4.3 Dealings with the Issuer

(a) Except to the extent otherwise expressly provided herein, the Secured Parties may extend, renew, modify or increase the obligations owing to it by the Issuer or amend, modify, supplement, change, waive or provide consents under the terms of the Financing Documents in accordance with the terms thereof and release, transfer or exchange the Security Interests which it holds and otherwise deal freely with the Issuer, all without affecting the obligations of the Parties hereunder.

(b) Counterparty may amend, modify, supplement, change, terminate, cancel, waive provisions of, or provide consents with respect to, the Subject Agreement, and no notice by Counterparty to Agent or Secured Parties or consent or agreement of the Agent or the Secured Parties will be required for Counterparty to do so.

4.4 Assignments

Counterparty may release and assign its rights and interests under the Subject Agreement to any Person in accordance with the applicable terms of the Subject Agreement and the Issuer's tariff. The Agent will not assign or transfer any of its rights and interests under the Financing Documents, to any Person unless, prior to or contemporaneously with such proposed assignment or transfer, such Person will have agreed in writing to be bound by the terms hereof, and will have executed and delivered to Counterparty an agreement in writing in form and content satisfactory to Counterparty, acting reasonably, with Counterparty agreeing to be bound by the terms and provisions of this Agreement.

4.5 No Release of the Issuer

Nothing contained herein will be deemed to relieve or release the Issuer from any covenants or other obligations to Counterparty, including (without limitation) covenants or other obligations under the Subject Agreement, any other agreement between Issuer and Counterparty, the Natural Gas Act or the regulations of the Federal Energy Regulatory Commission.

4.6 Subsequent Financings

If the Issuer refinances or replaces in whole or in part the Secured Indebtedness, then Counterparty and the Issuer will execute and deliver to, and at the request of, such new credit providers, an agreement substantially in the same form and content as this Agreement, with the intent that such new credit providers will benefit from similar arrangements as between the Parties and be bound by the terms and provisions of this Agreement.

4.7 Notices

Any demand, notice or other communication to be given in connection with this Agreement will be given in writing and will be given by personal delivery or facsimile, addressed to the recipient as follows:

To Counterparty:

[]
[]
[]
Facsimile No.: []
Attention: []

To the Issuer:

Millennium Pipeline Company, L.L.C.
One Blue Hill Plaza, ~~7th Floor~~ Suite 1509
~~P.O. Box 1565~~

Pearl River, New York 10965
Facsimile No.: (845) 620-1320

Attention: ~~John Keith, Vice President, Finance and Controller~~ George W. Flugrad,
Associate General Counsel

To the Agent:

[]
[]
[]
Facsimile No.: []
Attention: []

or such other address or telecopier number or to the attention of such other individual as may be designated by notice by any Party to the others. Any demand, notice or other communication given by personal delivery will be conclusively deemed to have been given on the day of actual delivery thereof and, if given by facsimile, on the day of transmittal thereof if given during the normal business hours of the recipient and on the next business day if given after normal business hours on any day.

4.8 General

The term of this Agreement will commence on the date of this Agreement and continue for the time period during which the Subject Agreement is in effect and the Agent and the Secured Parties have Security Interests in the Issuer's interests in the Subject Agreement. If any provision of this Agreement will be determined to be invalid, illegal or unenforceable in any respect in any jurisdiction, such determination will not affect the validity, legality or enforceability of such provision in any other jurisdiction or the validity, legality or enforceability

of any other provision of this Agreement. This Agreement will enure to the benefit of and be binding upon the Parties and their respective successors and assigns permitted pursuant to Section 4.4. In the event of any express conflict or inconsistency between the provisions of this Agreement and the provisions of any Financing Document or the Subject Agreement, provisions of this Agreement will prevail to the extent of such conflict or inconsistency.

4.9 Governing Law

This Agreement shall be governed by the laws of the State of New York. Any legal action or proceeding with respect to this Agreement and any action for enforcement of any judgment in respect thereof may be brought in the courts of the State of New York, in and for the County of New York, or of the United States of America for the Southern District of New York, and, by execution and delivery of this Agreement, Counterparty hereby accepts for itself and in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts and appellate courts from any appeal thereof.

4.10 Counterparts

This Agreement may be executed in any number of counterparts (including facsimile transmission), which taken together will be deemed to constitute one and the same instrument.

[SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed as of the day and year first written above.

[]

By: _____
Name:
Title:

MILLENNIUM PIPELINE COMPANY, L.L.C.

By: _____
Name:
Title:

[], as Collateral Agent for and on behalf of the Secured
Parties

By: _____
Name:
Title: