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December 1, 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. RP26-\_\_\_\_-000  
Non-Conforming and Negotiated Rate Agreement

Dear Ms. Reese:

Pursuant to Section 4 of the Natural Gas Act (“NGA”) and Part 154 of the Federal Energy Regulatory Commission’s (“Commission”) regulations,<sup>1</sup> Millennium Pipeline Company, LLC (“Millennium”) hereby respectfully submits for filing and acceptance revised tariff sections to be part of its FERC Tariff, Original Volume No. 1 and Original Volume No 1.1 (“Tariff”).

***FIRST REVISED VOLUME NO. 1***

<u>Record Number</u>	<u>Tariff Record Title</u>	<u>Version</u>
8.11	Non-Conforming Svc Agmts	22.0.0

***FIRST REVISED VOLUME NO. 1.1***

<u>Record Number</u>	<u>Tariff Record Title</u>	<u>Version</u>
1	Table of Contents	51.0.0
4.4	Contract No. 304321 NRG Business Marketing	4.0.0

These revised tariff sections are being submitted to report one (1) tariff record containing a new Rate Schedule LFT negotiated rate agreement with non-conforming provisions (“Agreement”) between Millennium and NRG Business Marketing LLC (“NRG”). Millennium respectfully requests that the Commission accept the tariff sections and tariff record to become

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<sup>1</sup> 18 C.F.R. §§ 154 (2025).



effective January 1, 2026, the anticipated commercial in-service date of the BEST Project, as further discussed below.

The revised tariff sections and Agreement are associated with service on the Bluestone Expanded Supply Transport Project (“BEST Project”), for which the Commission issued its Order Issuing Certificate in Docket No. CP25-147-000.<sup>2</sup>

## **Statement of Nature, Reasons and Basis for Filing**

### **Background**

On March 13, 2025, Millennium filed a joint application pursuant to section 7(c) of the NGA<sup>3</sup> and Part 157 of the Commission’s regulations<sup>4</sup> (“Application”), requesting approval of a lease agreement of leased transportation capacity as part of its BEST Project.<sup>5</sup> On July 31, 2025, the Commission issued its Order Issuing Certificate in Docket No. CP25-147-000 approving Millennium’s BEST Project.<sup>6</sup> Millennium is submitting the Agreement as a negotiated rate agreement containing non-conforming provisions, as further discussed below.

### **Negotiated Rate**

Millennium is making this filing pursuant to Section 34.11 of the General Terms and Conditions of its Tariff, in order to reflect a negotiated rate transaction that it has entered into with NRG for a firm transportation service under Millennium’s Rate Schedule LFT. The tariff record identifies and describes the applicable negotiated rate transaction, including the exact legal name of the shipper, the negotiated rate, the rate schedule, the contract term, and the contract quantities.

### **Non-Conforming Provision**

The Agreement submitted herein contains a provision which deviates from the applicable LFT *pro forma* Form of Service Agreements (“PFSA”) in Millennium’s Tariff. The Negotiated Rate Letter for LFT – Bluestone Lateral Service Agreement No. 304321, includes a non-

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<sup>2</sup> *Millennium Pipeline Co., L.L.C.*, 192 FERC ¶ 61,101 (2025) (“Certificate Order”).

<sup>3</sup> 15 U.S.C. § 717f (2025).

<sup>4</sup> 18 C.F.R., pt 157 (2025).

<sup>5</sup> *Millennium Pipeline Company, L.L.C. et al.*, Joint Abbreviated Application for a Certificate of Public Convenience and Necessity, Limited Jurisdiction Certificate, and Related Authorization re the Proposed BEST Project, Docket No. CP25-147-000, Exh. P (Mar. 13, 2025).

<sup>6</sup> *Millennium Pipeline Co., L.L.C.*, 192 FERC ¶ 61,101 (2025) (“Certificate Order”).



conforming provision which sets forth the creditworthiness requirements that were part of the respective precedent agreements between Millennium and NRG. Such creditworthiness requirements are necessary to ensure that Millennium's financial commitment to the BEST Project is protected through the initial terms of service for the shippers. Such creditworthiness provisions are necessary to support the BEST Project and are consistent with Commission precedent as well as the Commission's Policy Statement regarding collateral requirements for construction projects.<sup>7</sup>

Millennium advises that no undisclosed agreement, etc., are linked to the Agreement. To conform with Order No. 714, Millennium is submitting this Agreement individually and in their entirety as tariff record 4.4.

### **Motion to Place Tariff Record into Effect**

As required by Section 154.7(a)(9) of the Commission's regulations, Millennium hereby moves to place the proposed tariff records into effect as requested herein upon their acceptance by the Commission in this proceeding. In addition, pursuant to Section 154.206(c) of the Commission's regulations, Millennium hereby files a motion requesting that the Commission place the proposed tariff records into effect by January 1, 2026, the anticipated in-service date of the BEST Project.

### **Waivers**

Millennium respectfully requests that the Commission grant any waivers which may be deemed necessary to accept this filing.

### **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;
  - (3) A PDF file of the red-lined tariff records for posting in the Commission's eLibrary;
- and
- (4) This transmittal letter.

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<sup>7</sup> *Creditworthiness Standards for Interstate Natural Gas Pipelines*, 111 FERC ¶ 61,142 at P 17 to 19, and 21 (2005). P 19 states that the collateral requirements in the precedent agreements would apply only to the initial shippers on the project, and would continue to apply to these initial shippers even after the project goes into service.



## **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.

## **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. <sup>8</sup> 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.columbiapipeinfo.com/infopost/under "Millennium Pipeline \(MPC\), Tariff, Pending Tariff Filings."](http://www.columbiapipeinfo.com/infopost/under%20Millennium%20Pipeline%20(MPC),%20Tariff,%20Pending%20Tariff%20Filings)

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 Flugrad  
George W. Flugrad  
Associate General Counsel  
Millennium Pipeline Company, L.L.C

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<sup>8</sup> 18 C.F.R. § 154.2(d) (2025).



# **CLEAN TARIFF SECTION**

NON-CONFORMING SERVICE AGREEMENTS

<u>Name of Shipper/ (Agreement No.)</u>	<u>Rate Schedule</u>	<u>Agreement/ Amendment Date</u>	<u>Date Filed</u>
CPV Valley, LLC (204865)	LFT-1	Jun. 16, 2018	May 22, 2018
Expand Energy Marketing LLC (142020)	FT-1	Mar. 1, 2025	Feb. 28, 2025
Expand Energy Marketing LLC (146674)	FT-1	Mar. 1, 2025	Feb. 28, 2025
Boston Gas Company (210162)	FT-1	Jun. 1, 2020	Apr. 30, 2020
Connecticut Natural Gas Corporation (210164)	FT-1	Mar. 18, 2019	Jan. 30, 2019
The Narragansett Electric Company (210165)	FT-1	Jun. 27, 2022	Jul. 1, 2022
NSTAR Gas Company (210166)	FT-1	Mar. 18, 2019	Jan. 30, 2019
The Southern Connecticut Gas Company (210167)	FT-1	Mar. 18, 2019	Jan. 30, 2019
Yankee Gas Services Company (210168)	FT-1	Mar. 18, 2019	Jan. 30, 2019
Eversource Gas Company of Massachusetts (217524)	FT-1	Sep. 3, 2020	Sep. 3, 2020
Consolidated Edison Company of New York, Inc. (217726)	FT-1	Aug. 29, 2019	Aug. 30, 2019
Central Hudson Gas & Electric Corporation (5581)	FT-1	Jan. 19, 2022	Feb. 25, 2022
Consolidated Edison	FT-1	Feb. 3, 2022	Feb. 25, 2022

Company of New York,  
 Inc. (5582)

KeySpan Gas East Corporation d/b/a National Grid (5583)	FT-1	Feb. 3, 2022	Feb. 25, 2022
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KeySpan Gas East Corporation d/b/a National Grid (132617)	FT-1	Feb. 3, 2022	Feb. 25, 2022
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Castleton Commodities Merchant Trading L.P. (287906)	FT-1	Nov. 1, 2023	Nov. 1, 2023
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Emera Energy Services, Inc. (287936)	FT-1	Nov. 1, 2023	Nov. 1, 2023
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Emera Energy Services, Inc. (287937)	FT-1	Nov. 1, 2023	Nov. 1, 2023
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NRG Business Marketing LLC (304321)	LFT – Bluestone Lateral	Oct. 24, 2025	Dec. 1, 2025
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Marketing LLC

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Millennium Pipeline Company, L.L.C.  
FERC NGA Gas Tariff  
Millennium Pipeline Tariffs  
Proposed Effective Date: January 1, 2026  
Non-Conforming/Negotiated Rate  
LFT Service Agreement No. 304321 - NRG Business Marketing LLC  
Option Code A

Service Agreement No. 304321  
Control No.

LFT BLUESTONE LATERAL SERVICE  
AGREEMENT

THIS SERVICE AGREEMENT is made and entered into this 24th day of October, 2025 by and between MILLENNIUM PIPELINE COMPANY, L.L.C. ("Transporter") and NRG BUSINESS MARKETING LLC ("Shipper").

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

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

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

Section 3. Term. This Agreement shall be effective as of the later of November 1, 2025, or the date that all of Transporter's Bluestone Expanded Supply Transport facilities necessary to provide firm transportation service to Shipper have been commissioned, tested, and are ready for service as determined in Transporter's discretion ("In-Service Date") and shall remain in full force and effect for a term of twenty-four (24) months from the actual In-Service Date of the Project. 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 \_\_\_\_\_, 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 1509, Pearl River, NY 10965-3104 and notices to Shipper should be addressed to it at NRG Business Marketing LLC, 804 Carnegie Center Drive, Princeton, NJ 08505, Attention: Shawn Parsell, until changed by either party by written notice.



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

Section 10. Further Agreement. Negotiated Rate Letter Dated October 17, 2025.

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.

NRG BUSINESS MARKETING LLC

MILLENNIUM PIPELINE COMPANY,  
L.L.C.

By		By	
Its	<u>Asset Operations Manager</u>	Its	<u>President</u>
Date	<u>10/21/25</u>	Date	<u>10/24/2025</u>

GF MP

Revision No. 0

Control No.

Appendix A to Service Agreement No. 304321

Under Rate Schedule LFT BLUESTONE

LATERAL

between Millennium Pipeline Company, L.L.C. (Transporter)  
and NRG Business Marketing LLC (Shipper)

Transportation Demand 40,000 Dth/day

MHRQ (if applicable) \_\_\_\_\_ Dth

MHDQ (if applicable) \_\_\_\_\_ Dth

Hourly Delivery Period (if applicable) \_\_\_\_\_ Hours

Primary Receipt Points

Scheduling Point No.	Scheduling Point Name	Measuring Point No.	Measuring Point Name	Maximum Daily Quantity (Dth/day)	Recurrence Interval
ADMLOOMS	ADMLOOMS	ADMLOOMS	ADMLOOMS	40,000	1/1-12/31

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

Minimum Receipt Point Pressure: 1/ \_\_\_\_\_

Primary Delivery Points

Scheduling Point No.	Scheduling Point Name	Measuring Point No.	Measuring Point Name	Maximum Daily Quantity (Dth/day)	Recurrence Interval
ADMSANFD	ADMSANFD	ADMSANFD	ADMSANFD	40,000	1/1-12/31

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

Minimum Delivery Point Pressure: 1/ \_\_\_\_\_

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


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



Service changes pursuant to this Appendix A become effective as of Section 3 of the Service Agreement. This Appendix A cancels and supersedes the previous Appendix A effective as of N/A. to the Service Agreement referenced above. With the exception of this Appendix A, all other terms and conditions of said Service Agreement remain in full force and effect.

NRG BUSINESS MARKETING LLC

MILLENNIUM PIPELINE COMPANY,  
L.L.C.

By   
Its Asset Operations Manager  
Date 10/21/25

By Mark Bering  
Its President  
Date 10/24/2025

MP GF



One Blue Hill Plaza,  
Suite 1509  
Pearl River, NY 10965  
845.620.1300 Voice | 845.620.1320 Fax

DATE: October 17, 2025

NAME: **Shawn Parsell**  
ADDRESS: 804 Carnegie Center Drive  
Princeton, NJ 08505

RE: Negotiated Rate Letter for LFT- Bluestone Lateral Service Agreement No. 304321

Dear Shawn,

This letter shall serve as an amendment to the LFT- Bluestone Lateral Service Agreement between NRG Business Marketing LLC (Shipper) and Millennium Pipeline Company, L.L.C. (Transporter) designated as Transporter's Contract Number: 304321.

**Rates and Other Charges:** Shipper, aware of the availability of a maximum recourse rate, elects to pay a negotiated reservation charge of \$0.06/dth/day under Rate Schedule LFT- Bluestone Lateral of Transporter's Tariff, plus all applicable commodity charges, the FERC's annual charge adjustment, and all other surcharges in effect from time to time under Rate Schedule LFT-Bluestone Lateral of Transporter's Tariff.

**Applicability of Rates to Primary Receipt and Delivery Points:** If Shipper shifts Primary Points, then Shipper shall pay the higher of the negotiated rates specified above or Transporter's applicable maximum tariff rates.

**Applicability of Rates to Secondary Receipt and Delivery Points:** The negotiated rates specified above are also applicable to receipts and deliveries at N/A and the following receipt and delivery points: N/A (each a "Qualifying Secondary Point"). If Shipper uses any points other than a Qualifying Secondary Point, then Shipper shall pay the higher of the negotiated rates specified above or Transporter's applicable maximum tariff rates, solely with respect to those volumes that are received at or delivered to a point that is not a Qualifying Secondary Point.

#### **CREDITWORTHINESS AND CREDIT SUPPORT:**

1. Shipper understands and agrees that it will establish and maintain creditworthiness in accordance with Section 1(a) below, or provide and maintain Adequate Assurance pursuant to Section 1(b) below.

(a) Shipper will be deemed creditworthy if its unenhanced senior unsecured debt securities are rated at least BBB- by S&P Global Market Intelligence LLC, or its successor ("S&P"), or at least Baa3 by Moody's Investors Service, Inc., or its successor ("Moody's"). In the event Shipper is rated by both S&P and Moody's, the lower rating applies. Nothing herein shall limit Transporter's ability to evaluate any of the factors set forth in Section 1(a)(i)-(vi) below where Shipper's creditworthiness is established by a rating agency if such factor(s) would alter Transporter's evaluation of Shipper. If Shipper has service agreements with Transporter, the total of potential charges of all such service agreements shall be considered in determining creditworthiness.

If Shipper does not meet the creditworthiness standard described above, then Transporter shall evaluate creditworthiness based upon the level of Shipper's existing and requested service with Transporter relative to Shipper's ability to meet its obligations. Such creditworthiness evaluation shall be based upon Transporter's evaluation of any or all of the following information:

(i) S&P, Moody's and other credit reporting agencies' opinions, outlooks, watch alerts, and rating actions.

(ii) Financial reports whereby consistent financial statement analysis will be applied by Transporter to determine the acceptability of Shipper's current and future financial strength. Shipper's balance sheets, income statements, cash flow statements, notes to financial statements, and auditor's opinions will be analyzed along with key ratios and trends regarding liquidity, asset management, debt management, debt coverage, capital structure, operational efficiency and profitability.

(iii) Whether Shipper is operating under any chapter of the United States Bankruptcy Code, is subject to liquidation or debt reduction procedures under state laws, or there is pending any petition for involuntary bankruptcy against Shipper. Transporter may give consideration for a Shipper who is a debtor-in-possession operating under Chapter 11 of the United States Bankruptcy Code if Transporter is assured that the service billing will be paid promptly as a cost of administration under the federal court's jurisdiction, based on a court order in effect, and if Shipper is continuing and continues in the future to make payment.

(iv) Whether Shipper is subject to any lawsuits or judgments outstanding which could materially impact its ability to remain solvent.

(v) The nature of Shipper's business and the effect on that business of economic conditions, including Shipper's ability to recover the costs of Transporter's services through filings with regulatory agencies or otherwise to pass on such costs to its customers.

(vi) Any other information, including any information provided by Shipper, that is relevant to Shipper's current and future financial strength and Shipper's ability to make full payment over the term of the agreement(s) under which such service is to be provided.

(b) If Shipper does not meet the creditworthiness standard described above, Shipper shall provide and maintain Adequate Assurance. As used herein, "Adequate Assurance" means:

(i) A guaranty, in a form acceptable to Transporter, in its sole discretion, of Shipper's payment obligations pursuant to the Service Agreement, from an entity deemed creditworthy by Transporter in accordance with Section 1(a) above ("Guarantor"); or

(ii) One of the following collateral options for an amount equal to Shipper's net present value of all demand charges payable of service under the Service Agreement discounted using the FERC interest rate:

(x) an irrevocable standby letter of credit, in a form acceptable to Transporter, in its sole discretion, and issued by a bank or financial institution deemed acceptable by Transporter in its sole discretion; or

(y) a cash security deposit acceptable to Transporter; or

(iii) Any other financial assurance mutually agreed upon by Transporter and Shipper.

=If, after the In-Service Date of the Project, Shipper fails to provide required Adequate Assurance within ten (10) business days of written demand from Transporter, then in addition to any and all other remedies otherwise available to Transporter at law or in equity, Transporter may take the steps set forth in Section 3.9 of the General Terms and Conditions of Transporter's Tariff to suspend performance under the Service Agreement.

2. Transporter shall have the right to review the creditworthiness of Shipper, or its Guarantor, in accordance with Section 1(a) above, on an ongoing basis and, upon Transporter's request, Shipper shall promptly provide information in order for Transporter to determine the continuing creditworthiness of Shipper or its Guarantor. In the event Transporter determines that Shipper or its Guarantor, no longer meets the creditworthiness standard described in Section 1(a) above, Shipper shall provide the required Adequate Assurance within five (5) business days of written demand from Transporter. The Parties agree that the failure of Shipper or its Guarantor to maintain creditworthiness or provide or maintain Adequate Assurance shall not (i) relieve Shipper of its other obligations under the Service Agreement, (ii) relieve Guarantor of its other obligations under the guaranty, or (iii) prejudice Transporter's right to seek damages or performance under the Precedent Agreement, the Service Agreement, or the guaranty.

3. Shipper acknowledges that this Service Agreement is a contract under which Transporter will extend financial accommodations to Shipper, within the meaning of United States Bankruptcy Code Section 365(e)(2)(B). Shipper likewise acknowledges that in the event that a petition is filed, by or against Shipper, any of its affiliates, or any Guarantor of Shipper's obligations hereunder under any chapter of the United States Bankruptcy Code, or any other legal jurisdiction, if applicable, and if Transporter does not terminate the Service Agreement as a result of such filing, Transporter may consider the bankruptcy filing in determining whether Shipper remains creditworthy, and in determining what, if any, financial assurances must be submitted by or for Shipper as a condition to Shipper's creditworthiness under the Service Agreement.

4. The creditworthiness requirements shall apply to any assignee pursuant to an assignment (in whole or part) of the Service Agreement or to any permanent capacity release, in whole or part, of the Service Agreement. Transporter may refuse to allow Shipper to assign (in whole or part) the Service Agreement or permanently release capacity from its Service Agreement if Transporter has a reasonable basis to conclude that it will not be financially indifferent to the assignment or release. If Shipper's request to permanently release capacity is denied by Transporter, Transporter shall promptly notify Shipper of such denial and shall include in the notification the reasons for such denial.

#### **Other Terms and Conditions:**

Required Approvals. A Statement of these Negotiated Rate Terms ("NRT"), will be filed with the FERC and shall be subject to FERC's acceptance on terms acceptable to Transporter in its sole discretion. If any terms of the NRT are disallowed by any order, rulemaking, regulation or policy of the FERC, Transporter may terminate this Negotiated Rate Letter and Agreement with no further notice to Shipper. If any terms of the Agreement are in any way modified by order, rulemaking, regulation or policy of the FERC, Transporter and Shipper may mutually agree to modify this Negotiated Rate Letter with the goal of ensuring that the original commercial intent of the parties is preserved. If the parties cannot mutually agree to modifications hereto, Transporter reserves the right to terminate this Negotiated Rate Letter and Agreement with no further notice to Shipper. Transporter will have no liability for any costs incurred by Shipper or related to the service rendered or contemplated to be rendered hereunder.

If the above meets with your approval, please have this letter executed by an authorized company representative of NRG Business Marketing LLC and return to the Transporter by email to Caroline\_Falls@tcenergy.com.

These terms are effective as of the In-Service Date of the Service Agreement.

**NRG BUSINESS MARKETING LLC**

By: 

Its: Asset Operations Manager

**MILLENNIUM PIPELINE COMPANY, L.L.C.**

By: Mark Bering

Its: President

GF MP

# **MARKED TARIFF SECTION**

NON-CONFORMING SERVICE AGREEMENTS

<u>Name of Shipper/ (Agreement No.)</u>	<u>Rate Schedule</u>	<u>Agreement/ Amendment Date</u>	<u>Date Filed</u>
CPV Valley, LLC (204865)	LFT-1	Jun. 16, 2018	May 22, 2018
Expand Energy Marketing LLC (142020)	FT-1	Mar. 1, 2025	Feb. 28, 2025
Expand Energy Marketing LLC (146674)	FT-1	Mar. 1, 2025	Feb. 28, 2025
Boston Gas Company (210162)	FT-1	Jun. 1, 2020	Apr. 30, 2020
Connecticut Natural Gas Corporation (210164)	FT-1	Mar. 18, 2019	Jan. 30, 2019
The Narragansett Electric Company (210165)	FT-1	Jun. 27, 2022	Jul. 1, 2022
NSTAR Gas Company (210166)	FT-1	Mar. 18, 2019	Jan. 30, 2019
The Southern Connecticut Gas Company (210167)	FT-1	Mar. 18, 2019	Jan. 30, 2019
Yankee Gas Services Company (210168)	FT-1	Mar. 18, 2019	Jan. 30, 2019
Eversource Gas Company of Massachusetts (217524)	FT-1	Sep. 3, 2020	Sep. 3, 2020
Consolidated Edison Company of New York, Inc. (217726)	FT-1	Aug. 29, 2019	Aug. 30, 2019
Central Hudson Gas & Electric Corporation (5581)	FT-1	Jan. 19, 2022	Feb. 25, 2022
Consolidated Edison	FT-1	Feb. 3, 2022	Feb. 25, 2022

Company of New York,  
Inc. (5582)

KeySpan Gas East Corporation d/b/a National Grid (5583)	FT-1	Feb. 3, 2022	Feb. 25, 2022
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KeySpan Gas East Corporation d/b/a National Grid (132617)	FT-1	Feb. 3, 2022	Feb. 25, 2022
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Castleton Commodities Merchant Trading L.P. (287906)	FT-1	Nov. 1, 2023	Nov. 1, 2023
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Emera Energy Services, Inc. (287936)	FT-1	Nov. 1, 2023	Nov. 1, 2023
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Emera Energy Services, Inc. (287937)	FT-1	Nov. 1, 2023	Nov. 1, 2023
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<a href="#">NRG Business Marketing LLC (304321)</a>	<a href="#">LFT – Bluestone Lateral</a>	<a href="#">Oct. 24, 2025</a>	<a href="#">Dec. 1, 2025</a>
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