

SERVICE AGREEMENT FORMS

[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No. 1 (Tariff), on file with the Federal Energy Regulatory Commission (Commission), as the same may be amended or superseded in accordance with the rules and regulations of the Commission.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 _____

Revision No. _____
 Control No. _____

(for FT-1, FT-2, BH-1, LFT, and HT-1 RATE SCHEDULES)

Appendix A to Service Agreement No. _____
 Under Rate Schedule _____
 between Millennium Pipeline Company, L.L.C. (Transporter)
 and _____ (Shipper)

Transportation Demand _____ 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

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

Minimum Receipt Point Pressure: 1/ _____

Primary Delivery Points

Scheduling Point No.	Scheduling Point Name	Measuring Point No.	Measuring Point Name	Maximum Daily Delivery Obligation (Dth/day)	Recurrence Interval

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

(SHIPPER)

MILLENNIUM PIPELINE COMPANY, L.L.C.

By _____ By _____

Its _____ Its _____

Date _____ Date _____

VOLUNTARY INTERRUPTION COMMITMENT CONFIRMATION

VIC CONFIRMATION NO.: _____
 VIC CONFIRMATION DATE: _____

SHIPPER: _____

APPLICABLE TO SERVICE AGREEMENT NO. _____ DATED: _____

VIC REVERSE OPEN SEASON NOTICE NO.: _____ DATED: _____

VIC Quantity and VIC Credit

Gas Day [DD/MM/YY]	Total Mainline Capacity (Dth)	Receipt Point Scheduling Point No.*	Receipt Point Quantity (Dth)*	Delivery Point Scheduling Point No.*	Delivery Point Quantity (Dth)*	VIC Credit (\$/Dth)
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

*Insert additional spaces for VIC Quantities applicable to multiple Receipt Points and/or multiple Delivery Points

[If applicable pursuant to Section 15.6(f)(iv) of the General Terms and Conditions of Transporter’s Tariff] This VIC Confirmation supersedes and cancels, as of the VIC Confirmation Date specified above, VIC Confirmation No. _____, VIC Confirmation Date _____.

The terms of this VIC Confirmation are incorporated into the terms of the Service Agreement listed above and binding on Transporter and Shipper, effective as of the VIC Confirmation Date specified above.

SHIPPER

 By: _____
 Title: _____
 Date: _____

TRANSPORTER
 MILLENNIUM PIPELINE COMPANY, L.L.C
 By: _____
 Title: _____
 Date: _____

[For FT-1, FT-2, BH-1, LFT, and HT-1 Rate Schedule]

Appendix B to Service Agreement No. _____
Under Rate Schedule _____

between Millennium Pipeline Company, LLC (Transporter)

and _____ (Shipper)

Capacity Reduction Option Provisions*

SERVICE PACKAGE:

OPTION PERIOD(S)

OPTION DESCRIPTION

OPTION CONSIDERATION _____

ANY LIMITATIONS ON
THE EXERCISE OF THE
CAPACITY REDUCTION
OPTION:

* NOTICE MUST BE GIVEN AS PROVIDED FOR IN GENERAL TERMS AND
CONDITIONS SECTION 4.4(b)(2).

[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 _____

[For Rate Schedules IT-1 and LIT]

Revision No. _____
Control No. _____

Appendix A to Service Agreement No. _____
Under Rate Schedules IT-1 and LIT
between MILLENNIUM PIPELINE COMPANY, L.L.C. (Transporter)
and _____ (Shipper)
Transportation Quantity _____ Dth/day

The Master List of Interconnects (MLI) as defined in Section 1 of the General Terms and Conditions is incorporated herein by reference for purposes of listing valid interruptible receipt points and delivery points.

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

(SHIPPER)

MILLENNIUM PIPELINE COMPANY, L.L.C.

By _____

By _____

Its _____

Its _____

Date _____

Date _____

Master PALS Service Agreement No. _____
Control No. _____

MASTER PALS SERVICE AGREEMENT

THIS MASTER PALS SERVICE AGREEMENT ("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 Agreement, the parties agree as follows:

Section 1. Definitions. Capitalized terms not defined in this 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 (1) the then effective PALS Rate Schedule; (2) the then effective 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; and (3) the terms and conditions of this Agreement, including any PALS Transaction that references this Agreement. Transporter will park or loan quantities of gas for Shipper as specified in a PALS Transaction.

This Agreement, and every PALS Transaction subject to this Agreement, will comprise the contractual agreement of the parties. If this Agreement terminates, any PALS Transaction entered into before the end of the term of this Agreement will continue to be bound by the terms of this Agreement, until the termination of the PALS Transaction.

Section 3. Term. Service under this Agreement commences on _____ through _____, and month to month thereafter until terminated by prior written notice by either party. Pre-granted abandonment will apply upon termination of this Agreement. The term of each PALS Transaction will be specified therein.

Section 4. Rates. Shipper will pay Transporter the rates as set forth in the PALS Transaction. Transporter may agree to discount its rate to Shipper below Transporter's maximum rate, but not less than Transporter's minimum rate. Such discounted rate may apply to: a) specified quantities (Transportation Demand or commodity quantities); b) specified quantities above or below a certain level or all quantities if quantities exceed a certain level; c) quantities during specified time periods; and d) quantities at specified points, locations, or other defined geographical areas. In addition, the discount agreement may include a provision that if one rate component which was at or below the applicable maximum rate at the time the discount agreement was executed subsequently exceeds the applicable maximum rate due to a change in

Transporter's maximum rate so that such rate component must be adjusted downward to equal the new applicable maximum rate, then other rate components may be adjusted upward to achieve the agreed overall rate, so long as none of the resulting rate components exceeds the maximum rate applicable to that rate component. Such changes to rate components will be applied prospectively, commencing with the date a Commission order accepts revised tariff sections. However, nothing contained herein will be construed to alter a refund obligation under applicable law for any period during which rates, which had been charged under a discount agreement, exceeded rates which ultimately are found to be just and reasonable.

Section 5. Quantities and Points of Service. Transporter will, as specified in the PALS Transaction, park or loan quantities of natural gas at mutually agreed upon point(s) of service in accordance with the PALS Transaction.

Section 6. Notices. Notices to Transporter under this Agreement will be addressed to it at the address set forth in the PALS Transaction, and notices to Shipper will be addressed to it at the address set forth in the PALS Transaction, until changed by either party by written notice.

Section 7. PALS Transaction Requirement. Shipper must execute a PALS Transaction to receive service under this Agreement. On Shipper's behalf, Transporter will complete the rate, quantity, and other terms required by the PALS Transaction consistent with the agreed upon transaction. The completed PALS Transaction will be automatically e-mailed to the Shipper and Shipper may choose one of the following two ways of executing a PALS Transaction (check selection):

___ PALS Transaction will be deemed executed if not disputed in writing within 2 business days. The PALS Transaction after execution will be incorporated in and made a part of this Agreement.

___ Shipper must physically execute and return or transmit the executed electronic or paper copy of the PALS Transaction to Transporter. The PALS Transaction after execution will be incorporated in and made a part of this Agreement.

Section 8. Superseded Agreements. This Agreement supersedes and cancels, as of the effective date hereof, the following Agreement(s): _____.

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

Master Auto PALS Service Agreement No. _____
Control No. _____

MASTER AUTO PALS SERVICE AGREEMENT

THIS MASTER AUTO PALS SERVICE AGREEMENT ("Agreement"), is made and entered into this ____ day of _____, 20__, by and between MILLENNIUM PIPELINE COMPANY, L.L.C. ("Transporter") and _____ ("Shipper").

WITNESSETH: That in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 1. Service to be Rendered. Transporter shall perform and Shipper shall receive service in accordance with the provisions of: the effective PALS Rate Schedule and the applicable General Terms and Conditions of Transporter's FERC Gas Tariff, Third 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. Each Day, any difference between Shipper's scheduled and actual quantities at the points of service set forth in this Agreement will be deemed by Transporter to be an auto park or auto loan (i.e., an auto park for any positive difference, an auto loan for any negative difference).

Section 2. Term. Service under this Agreement shall commence as of _____ and shall continue in full force and effect until [or, when applicable, "Service under this Agreement shall commence as of _____, and shall continue from month to month thereafter until terminated by either Transporter or Shipper upon thirty days prior notice"]. Upon termination of this Master Auto PALS Agreement, any pending parking or lending transaction will be deemed terminated on the same date.

Section 3. Rates. The maximum Account Balance Charge set forth in the Tariff from time to time shall apply to all service provided under this Service Agreement; the Account Balance Charge shall be assessed daily on Shipper's Auto PALS Account Balance. No Account Balance Charge shall be assessed on any Day Shipper's Account Balance is zero. Transporter may agree to discount its rate to Shipper below Transporter's maximum rate, but not less than Transporter's minimum rate. Such discounted rate may apply to: (a) specified quantities (contract demand or commodity quantities); (b) specified quantities above or below a certain level or all quantities if quantities exceed a certain level; (c) quantities during specified time periods; (d) quantities at specified points, locations, or other defined geographical areas; and (e) that a specified discounted rate will apply in a specified relationship to the quantities actually transported (i.e., that the reservation charge will be adjusted in a specified relationship to quantities actually transported). In addition, the discount agreement may include a provision that if one rate component which was at or below the applicable maximum rate at the time the

discount agreement was executed subsequently exceeds the applicable maximum rate due to a change in Transporter's maximum rate so that such rate component must be adjusted downward to equal the new applicable maximum rate, then other rate components may be adjusted upward to achieve the agreed overall rate, so long as none of the resulting rate components exceed the maximum rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission order accepts revised tariff sections. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates, which had been charged under a discount agreement, exceeded rates which ultimately are found to be just and reasonable. Transporter will post offers of Auto PALS discounts on its Electronic Bulletin Board at least two business days in advance of the discount's effective date.

Section 4. Quantities and Points of Service. Transporter shall park or loan quantities of natural gas up to a Maximum Cumulative Park/Loan Quantity of _____ Dth and a Maximum Cumulative Loan Quantity of _____ at Shipper's Pooling Point(s). The Maximum Cumulative Park/Loan Quantity shall represent Shipper's maximum account balance (negative or positive) at any time under this Agreement. In no event is Transporter obligated to provide service under this Service Agreement for amounts greater than the Maximum Cumulative Park/Loan Quantity identified in the Agreement, or for time periods outside the Term Commencement and Ending Dates.

Section 5. Notices. Notices to Transporter under this Agreement shall be addressed to it at will be addressed to it at the address set forth in the PALS Transaction, and notices to Shipper will be addressed to it at the address set forth in the PALS Transaction, until changed by either party by written notice.

Section 6. Superseded Agreements. This Agreement supersedes and cancels, as of the effective date hereof, the following Agreement(s): _____.

(SHIPPER)

MILLENNIUM PIPELINE COMPANY, L.L.C.

By _____

By _____

Its _____

Its _____

Date _____

Date _____