



Date: May 8, 2013

To: **All potential shippers, customers and interested parties**

Re: **Non-binding Open Season for Pipeline Connecting to Dominion near Cortland, NY and Tennessee's Line 200 near Syracuse**

I. General

Millennium Pipeline Company, L.L.C. ("Millennium") hereby announces the commencement of a non-binding open season ("Open Season") for firm transportation service under its existing rate schedule FT-1 to be made available through the use of currently existing capacity and construction of at least one compressor station and approximately 60 miles of new pipeline that would connect to the Dominion Transmission system near Cortland, New York and the Tennessee Gas Pipeline System near Syracuse, New York ("Extension Facilities"). Millennium currently has had discussions with two potential anchor shippers who have indicated an interest in approximately 250,000 Dth/day of capacity utilizing the Extension Facilities. To properly determine the market interest in this proposed extension of Millennium's system ("Project"), Millennium is seeking non-binding expressions of interest in the capacity, such expressions of interest must include the proposed receipt and delivery points, daily volumes requested, price per dth for the capacity and term of the proposed contract.

This Open Season will commence on May 8, 2013 and close at 4:00 p.m. CCT on May 31, 2013 ("Open Season Period"). To be considered, interested parties must submit a completed Service Request Form to Millennium by no later than 4:00 p.m. CCT on May 31, 2013 via facsimile or email to:

Millennium Pipeline Company, L.L.C.

Fax: 845.620.1320

Contact: (845) 620-1300

II. Project Background

Millennium has executed a Memorandum of Understanding with the owner of an existing pipeline and the related right of way associated with that pipeline. Millennium has completed a preliminary constructability assessment of the right of way and has conducted a review of the property records underlying that right of way and has determined that the right of way for the proposed extension is usable from both a constructability and land rights perspective.

III. Project Description

Based on the interest expressed by the two potential anchor shippers, Millennium intends to construct at least a 24 inch pipeline and at least one compressor station, but would like to gauge whether there are other parties interested in capacity so that it can properly size and design the Extension Facilities. Currently, Millennium is projecting that the in-service date for the Extension Facilities would be in early 2016.

IV. Map

A map of Millennium's existing system and the proposed Extension Facilities is attached as Exhibit A. For FT-1 capacity, all existing receipt and delivery points on Millennium's mainline as well as the interconnects with Dominion and

Tennessee may be included in the bid as a primary receipt or delivery point and bidders may also propose new interconnection points and delivery points along the route of the Extension Facilities.

V. Service Type, Rates and Fuel

Service will be provided pursuant to Millennium's Rate Schedule FT-1, as more fully described in and pursuant to Millennium's FERC Gas Tariff.

Shippers may select either a cost-of-service based recourse rate or fixed negotiated rates for the specified term for transportation service. If a recourse rate is selected, shippers will pay the applicable reservation and commodity rates, applicable surcharges, and fuel and loss charges under Millennium's Rate Schedule FT-1, as approved by the Federal Energy Regulatory Commission ("FERC") from time to time, currently the reservation rate under Rate Schedule FT-1 is a daily rate of \$.6499/Dth.

If negotiated rates are selected, a shipper's base negotiated rate will be fixed for the term of the agreement, regardless of any change in Millennium's recourse rate. In addition, shipper will pay the applicable commodity rates, applicable surcharges, and fuel and loss charges under Millennium's Rate Schedule FT-1.

Due to the fact that the cost to build the extension will vary depending on the total capacity being requested and the location of the requested receipt and delivery points, Millennium will take into consideration the location of a shipper's requested receipt and delivery points when evaluating bids from the Open Season.

VI. Term

Millennium reserves the right to reject any request for transportation service with a primary term less than ten (10) continuous years commencing on the in-service date of the Extension Facilities, currently anticipated to be in early 2016.

VII. Anchor Shipper Status and Benefits

A shipper may qualify to be an Anchor Shipper for the Project by committing to (i) a minimum of 75,000 Dth/day of capacity, and (ii) a contract with a term of at least 10 continuous years commencing on the in-service date of the Extension Facilities. Millennium proposes that Anchor Shippers will receive a contractual right to extend their contracts and a contractual right of first refusal for helping the Project reach critical mass to proceed. Any one qualifying as an Anchor Shipper may request additional benefits that do not affect the quality or priority of their service under Millennium's FERC Gas Tariff. Any benefits granted to Anchor Shippers will be subject to FERC approval.

VIII. Shipper Benefits

All shippers in the Project will have rights regarding secondary service and capacity segmentation as provided in Millennium's FERC Gas Tariff.

IX. Open Season Process

Participation in this Open Season will be considered non-binding on both the participants and on Millennium, until such parties have executed a Precedent Agreement related to the Extension Facilities. Any shipper interested in participating in the Open Season must submit a valid request by delivering to Millennium a completed Service Request Form (Exhibit B to this announcement) signed by a duly authorized representative prior to the close of the Open Season Period.

The attached Service Request Form allows bidders to indicate whether the bidder is willing to accept an award of capacity that is less than the amount contained in the bid. If a bidder indicates that it is willing to accept an award of capacity that is less than the amount requested, Millennium may award any capacity to such a bidder up to the amount contained in the bid. Millennium reserves the right to combine the bids of different shippers to maximize the total value of the aggregated bids to Millennium, and to minimize the incremental cost of the Extension Facilities.

Prior to the end of the Open Season Period, Millennium reserves the right to extend the Open Season Period. Upon the close of the Open Season Period, Millennium may also continue to market the Extension Facilities to potential shippers who did not submit formal bids during the Open Season Period and may also enter into negotiations with bidders while it evaluates the scope, economics, and feasibility of the Project. After the Open Season Period ends and Millennium concludes any additional marketing of the Project, Millennium may, in its sole discretion, (i) decline to proceed with constructing the Extension Facilities; (ii) modify the design of the Extension Facilities; or (iii) proceed with construction of the Extension Facilities, as modified, without holding another open season.

If Millennium decides to proceed with the construction of the Extension Facilities, it will design the Extension Facilities so as to maximize the difference between the expected revenue from the capacity awarded to participating creditworthy shippers over the first ten years following the in-service date of the Project and the projected cost of the Extension Facilities. If a bidder has indicated that it is willing to accept less than the capacity requested, Millennium reserves the right to award capacity to such bidder, in a not unduly discriminatory manner, and for an amount that will maximize the difference set forth above. Once Millennium determines the scope of the Extension Facilities and the participating shippers, the participating shippers will be asked to sign a binding Precedent Agreement within thirty days after they are notified of the award of capacity, which precedent agreement will require the shipper to be in compliance with the creditworthiness provisions of Millennium's FERC tariff commencing on the date that they sign the precedent agreement.

Millennium reserves the right, upon notice and in its sole discretion, at any time during this Open Season, to terminate the Open Season. In addition, Millennium reserves the right to modify this Open Season to accommodate market interest. Millennium reserves the right to reject requests that contain rates that do not meet its financial objectives. Millennium reserves the right, on a nondiscriminatory basis, to reject any Service Request Form which, in Millennium's sole determination, is incomplete, is inconsistent with the terms of Millennium's FERC Gas Tariff or this Open Season, is received after the close of this Open Season, contains additions or modifications to the terms of the Service Request Form, is otherwise deficient in any respect or requests service outside the scope of the Project.

This Open Season is subject to Millennium's FERC Gas Tariff and to all applicable laws, order, rules, and regulations of authorities having jurisdiction.

X. Turnback Capacity Solicitation

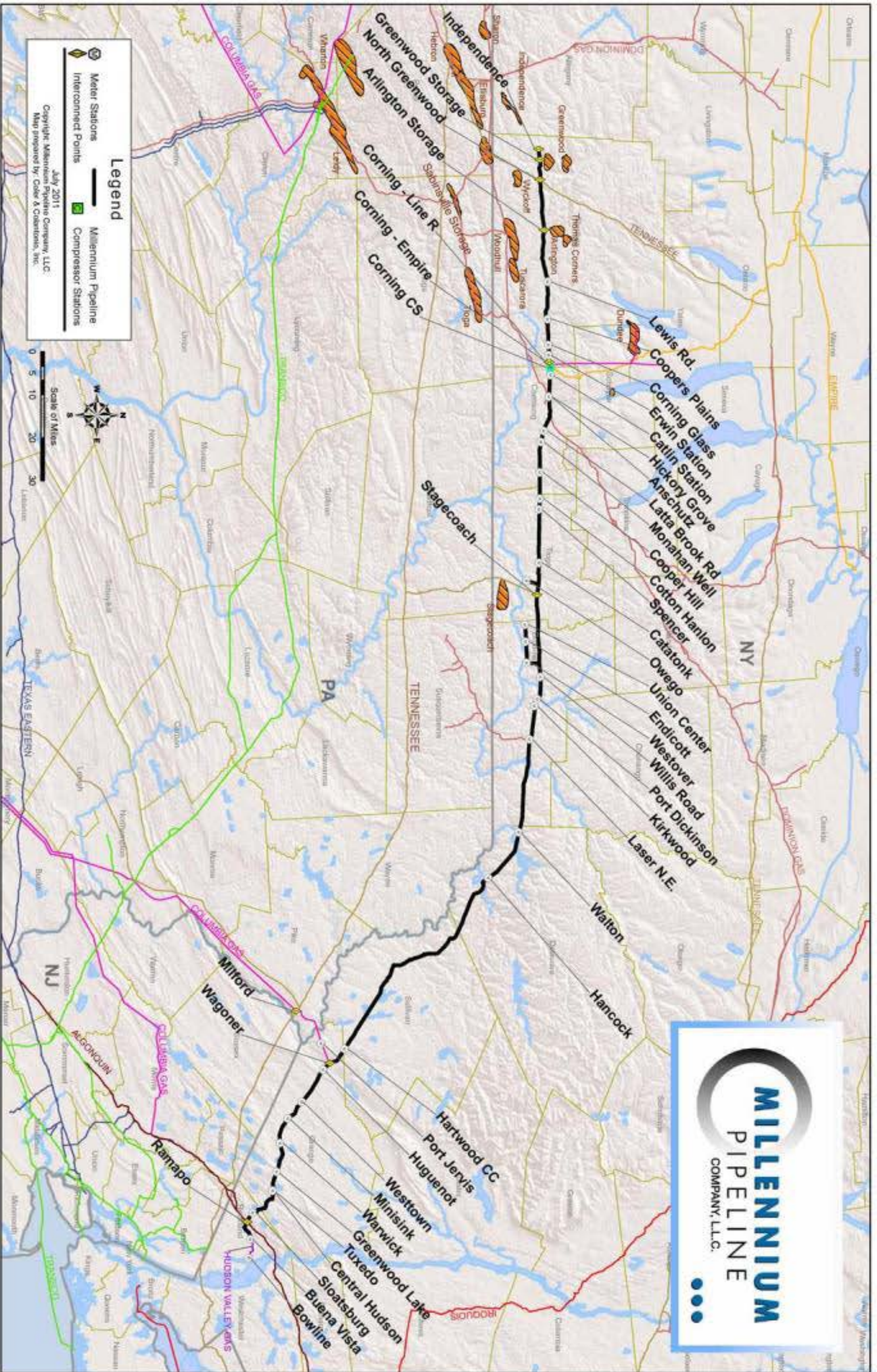
Because Millennium is accepting requests for service under the Open Season that may include existing points on Millennium's system as either a receipt or delivery point, existing shippers who currently hold firm transportation capacity on Millennium's pipeline and who believe such capacity could be used in lieu of a portion of the proposed Project, as defined and accepted by Millennium, are invited to notify Millennium of their desire to permanently relinquish their capacity for use in the Project. Existing shippers wishing to turn back such capacity must notify Millennium, in writing, of their quantity, term, receipt point(s), delivery point(s) contract number(s), and any other relevant information necessary to effectuate the permanent relinquishment of such capacity. For Millennium to consider anticipated turnbacks of capacity, such notification must be received by Millennium on or before 4:00 PM CCT on May 31, 2013. This solicitation of turnback capacity is not binding on Millennium. Turnback requests are subject to

rejection or pro ration based upon the results of this Open Season and this turnback solicitation as determined by Millennium in its sole discretion.

Millennium reserves the right to reject, in its sole discretion, any turnback requests that are incomplete, contain modifications to the terms of the turnback capacity solicitation, or are submitted with any conditions on the turnback capacity. The final design of the Project will be based in part on the results of this capacity turnback solicitation.

If you have any questions regarding this Open Season, please call (845) 620-1300.

EXHIBIT A



Legend

-  Meter Stations
-  Millennium Pipeline
-  Interconnect Points
-  Compressor Stations

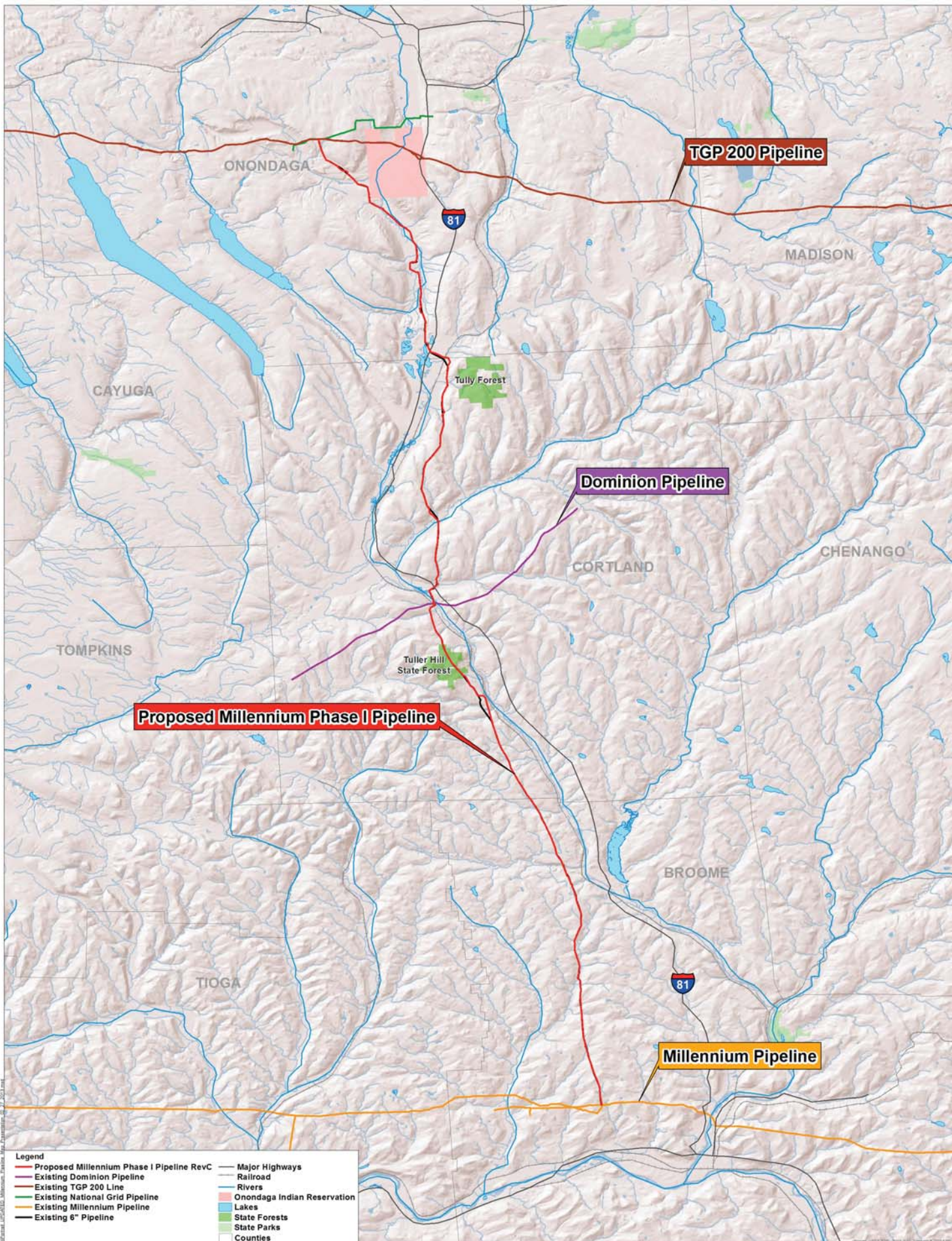
July 2011
 Copyright Millennium Pipeline Company, LLC.
 Map prepared by Cole & Cole, Inc.



Scale of Miles
 0 5 10 20 30

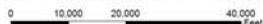


MILLENNIUM
 PIPELINE
 COMPANY, LLC.



Legend	
— Proposed Millennium Phase I Pipeline RevC	— Major Highways
— Existing Dominion Pipeline	— Railroad
— Existing TGP 200 Line	— Rivers
— Existing National Grid Pipeline	— Lakes
— Existing Millennium Pipeline	— Onondaga Indian Reservation
— Existing 6" Pipeline	— State Forests
	— State Parks
	— Counties

Millennium Pipeline Company, LLC
 Millennium Phase I Open Season Overview Map
 BROOME, CORTLAND & ONONDAGA COUNTIES - NEW YORK



ABSOLUTE SCALE:
 1" = 120,000'
 REFERENCE SCALE:
 1" = 10,000' (at 10,000 feet)



PRELIMINARY FOR REVIEW ONLY

DRAWN BY:	DPE 02/27/2013
CHECKED BY:	MAW
APPROVED BY:	MAW
REV. DATE:	05/06/2013
REVISION:	A
DESC:	ISSUE FOR REVIEW
PAGE:	1 OF 1

EXHIBIT B



Service Request Form

Shipper Information:

Company Name: _____ Date Submitted: _____

Address: _____

Shipper Type: (circle one) LDC Producer Marketer End User Other

FT-1 Capacity:

Service Commencement Date(if later than In-service date of the Project): _____

Primary Receipt Point(s):	Primary Delivery Point(s):

Reservation Charge (Dth/day/day): _____
(If electing recourse rate, just write in Recourse Rate on line above)

Maximum Daily Quantity (MDQ) (Dth/day): _____

Primary Contract Term: _____ Years (minimum of 10 following Project In-Service Date)

General :

Additional Information to Clarify Request Attached (Circle one): Yes No

Willing to accept an award of capacity which may be less than the amounts listed above: Yes No

Signature: _____ Company: _____
Name: _____ Telephone: _____
Title: _____ Email: _____

Please return this form to:
Stan Brownell, Millennium Pipeline Company, LLC, 1 Blue Hill Plaza, P.O. Box 1565, Pearl River, New York 10965,
Fax: 845-620-1320
email:brownell@millenniumpipeline.com