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AGENT AGREEMENT

THIS AGENT AGREEMENT (this "Agreement"), made as of the 6th day of September, 2007 by and between the BROOME COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a corporate governmental agency constituting a body corporate and politic and a public benefit corporation organized and existing under the laws of the State of New York, having its principal offices at 44 Hawley Street, Binghamton, Broome County, New York (the "Agency") and MILLENNIUM PIPELINE COMPANY, LLC, a Delaware limited liability company, having its principal offices at One Blue Hill Plaza, Pearl River, New York (the "Company").

WITNESSETH:

WHEREAS, the Agency was created by Chapter 564 of the Laws of 1970 of the State of New York pursuant to Title I of Article 18-A of the General Municipal Law of the State of New York (collectively referred to as the "Enabling Act") as a body corporate and politic and as a public benefit corporation of the State of New York; and

WHEREAS, the Enabling Act authorizes the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and sell land and any building or other improvement, and all real and personal properties, including, but not limited to, machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial or industrial facilities, in order to advance job opportunities, health, general prosperity and the economic welfare of the people of the State and to improve their standard of living; and

WHEREAS, the Enabling Act further authorizes each such agency to lease any or all of its facilities at such rentals and on such other terms and conditions as it deems advisable; and

WHEREAS, pursuant to and in connection with the provisions of the Enabling Act, the Agency is empowered under the Act to undertake the providing of financing and accepting a leasehold interest in the Facility (as described below); and

WHEREAS, the Company has requested that the Agency consider undertaking a project (the "Project") consisting of the following: (A) the acquisition by the Agency of a leasehold interest in (a) all fixtures, structures, buildings (for purposes of housing compression and related pipeline system equipment), easements and franchises in real property located or to be located in the Towns of Chenango, Dickinson, Kirkwood, Maine, Fenton, Sanford, Union, Windsor and Village of Port Dickinson, Broome County, State of New York as more particularly described on Schedules A-1 and A-2 attached hereto and made a part hereof ("Land") and (b) all machinery and equipment, including without limitation pipes, valves, meters and compressors located or to be located on the Land and associated with the operation of approximately 39.3± miles of an approximately 182-mile natural gas transportation pipeline ("Equipment" and collectively with

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the Land, "Facility"); all in furtherance of transporting natural gas for shippers located, locating at, or in areas beyond the Land in the Broome County, State of New York; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including certain exemptions from sales taxes, transfer gains taxes, mortgage recording taxes and real estate taxes (collectively, the "Financial Assistance"); and (C) the lease (with an obligation to purchase) or sale of the Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, by Resolution, dated November 6, 2006 (the "Resolution"), the Agency authorized the Company to act as its agent for the purposes of acquiring, reconstructing, rehabilitating, renovating, installing and equipping the Facility subject to the Company entering into this Agent Agreement.

NOW THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

1. Scope of Agency. The Company hereby agrees to limit its activities as agent for the Agency under the authority of the Resolution to acts reasonably related to the acquisition, reconstruction, rehabilitation, renovation, installation and equipping of the Facility. The Company has the power to appoint sub-agents to acquire, construct and install the Facility and undertake the Project. The right of the Company to act as agent of the Agency shall expire on November 30, 2009, unless a Lease to Agency and Leaseback to Company is executed on or before such date.
2. Representations and Covenants of the Company. The Company makes the following representations and covenants in order to induce the Agency to proceed with the Project:
 - (a) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of this Agreement will conflict with or result in a breach of any of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Company is a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien of any nature upon any of the property of the Company under the terms of any such instrument or agreement.
 - (b) The Facility and the operation thereof will conform with all applicable zoning, planning, building and environmental laws and regulations of governmental authorities having jurisdiction over the Facility, and the Company shall defend, indemnify and hold the Agency harmless from any liability or expenses resulting from any failure by the Company to comply with the provisions of this subsection (b).

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(c) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body pending or, to the knowledge of the Company, threatened against or affecting the Company, to which the Company is a party, and in which an adverse result would in any way diminish or adversely impact the Company's ability to fulfill its obligations under this Agreement.

(d) The Company covenants that the Facility will comply in all respects with all environmental laws and regulations, and, except in compliance with environmental laws and regulations and any other laws and regulations pertaining to the transportation of natural gas, (i) that no pollutants, contaminants, solid wastes, or toxic or hazardous substances will be stored, treated, generated, disposed of, or allowed to exist on, in or around the Facility except in material compliance with all applicable material laws, (ii) the Company will take all commercially reasonable and prudent steps to prevent an unlawful release of hazardous substances onto the Facility or onto any other property, (iii) that, with respect to new construction, no asbestos will be incorporated into or disposed of on, in or around the Facility, and (iv) that no underground storage tanks will be located on, in or around the Facility. The Company upon receiving any information or notice contrary to the representations contained in this Section shall immediately notify the Agency in writing with full details regarding the same. The Company hereby releases the Agency from liability with respect to, and agrees to defend, indemnify, and hold harmless the Agency, its executive director, directors, members, officers, employees, agents, representatives, successors, and assigns from and against any and all claims, demands, damages, costs, orders, liabilities, penalties, and expenses (including reasonable attorneys' fees) related in any way to any violation of the covenants or failure to be accurate of the representations contained in this Section, with the Company having the right to control the defense of any such claims or actions.

3. **Hold Harmless Provision.** The Company hereby releases the Agency from, agrees that the Agency shall not be liable for, and agrees to indemnify, defend and hold the Agency and its chief executive officer, executive director, directors, officers, employees, members, agents (except the Company), representatives, their respective successors and assigns and personal representatives harmless from and against any and all (i) liability for loss or damage to property or injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to the Facility or arising by reason of or in connection with the occupation or the use thereof or the presence on, in or about the Facility or breach by the Company of this Agreement or (ii) liability arising from or expense incurred by the Agency's (a) acquiring, reconstructing, rehabilitating, renovating, installing, equipping and financing of the Facility; (b) its taking of a leasehold interest in the Facility; and (c) its leasing of the Facility back to the Company, including without limiting the generality of the foregoing, all causes of action and reasonable attorneys' fees and any other expense, incurred in defending any suits or actions which may arise as a result of any of the foregoing. The foregoing indemnities

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shall apply notwithstanding the fault or negligence on the part of the Agency, or its chief executive officer, respective executive director, directors, officers, employees, members, agents (except the Company), and representatives, their respective successors and assigns and personal representatives and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability, except that such indemnities will not be applicable with respect to willful misconduct or gross negligence on the part of the Agency or any other person or entity to be indemnified.

4. Insurance Required. Effective as of the date hereof and until the Agency consents in writing to a termination, the Company shall maintain or cause to be maintained insurance in substantial conformity with the requirements set forth in Article III of the Leaseback Agreement by and between the Company and the Agency of even date herewith. Certificates of insurance indicating that such insurance is in force and effect, shall be deposited with the Agency on or before the commencement of the term of this Agreement. Prior to expiration of the policy evidenced by said certificates, the Company shall furnish the Agency evidence that the policy has been renewed or replaced or is no longer required by this Agreement.
5. Counterpart Signatures. This Agreement may be executed in any number of counterparts each of which shall be deemed an original but which together shall constitute a single instrument.
6. Notices. All notices provided for by this Agreement shall be made in writing, and shall be deemed to have been given on the date of delivery if personally served on the party to whom notice is to be given, or on the next day after mailing if mailed to the party to whom notice is to be given by overnight courier of national reputation providing evidence of receipt and properly addressed, or on the third day after mailing if mailed to the party to whom notice shall be given by First Class, Certified mail, postage prepaid and properly addressed to the following:

To the Agency:

Broome County Industrial Development Agency
44 Hawley Street
Binghamton, New York 13902-1510
Attn: Executive Director

with a copy to:

Joseph B. Meagher, Esq.
Thomas, Collison, Meagher & Seiden
1201 Monroe Street
P.O. Box 329
Endicott, New York 13761-0329

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To the Company:

Millennium Pipeline Company, LLC
One Blue Hill Plaza, Seventh Floor
Pearl River, New York 10965
Attn: President

with a copy to:

Nixon Peabody LLP
1100 Clinton Square
Rochester, New York 14604
Attn: Peter H. Swartz
Matthew S. Moses

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section.

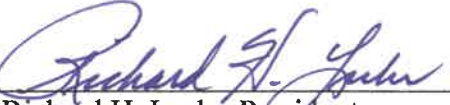
7. Governing Law. This Agreement shall be governed by, and all matters in connection herewith shall be construed and enforced in accordance with, the laws of the State of New York applicable to agreements executed and to be wholly performed therein. The parties hereto designate a court of proper jurisdiction located in Broome County, New York as the sole venue for resolution of any disputes, which may arise under or by reason of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BROOME COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: 
Richard D'Attilio, Executive Director

MILLENNIUM PIPELINE COMPANY, LLC

By:  PHS
Richard H. Leehr, President