Transcontinental Gas Pipe Line
Company, LLC
2800 Post Oak Boulevard (77056)
P.O. Box 1396
Houston, Texas 77251-1396
(713) 215-2000

March 27, 2015

Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20426

Attention: Kimberly D. Bose, Secretary

Reference: Transcontinental Gas Pipe Line Company, LLC
Woodbridge Delivery Lateral Project
Service Agreement Containing Negotiated Rates
And Non-Conforming Provisions
Docket No. RP15 – ________

Ladies and Gentlemen:

Transcontinental Gas Pipe Line Company, LLC ("Transco") submits herewith for filing with the Federal Energy Regulatory Commission ("Commission") an amended and superseding service agreement between Transco and CPV Shore, LLC ("CPV") under Rate Schedule FDLS ("Service Agreement"). The Service Agreement (Contract No. 9168117), which contains negotiated rates and non-conforming provisions, is submitted for inclusion in Original Volume No. 1A of Transco's FERC Gas Tariff. The Service Agreement will become effective on April 1, 2015, the in-service date of the Woodbridge Delivery Lateral Project.[1]

[1] The Service Agreement supersedes and cancels the Rate Schedule FDLS service agreement, dated September 29, 2014, between Transco and CPV. There was no need to file the September 29, 2014 service agreement with the Commission because it was superseded by the Service Agreement prior to the in-service date of the Woodbridge Delivery Lateral Project. The sole purpose of entering into the Service Agreement was to include a cost/rate true-up mechanism to actual construction costs as part of the negotiated rate.

Statement of Nature, Reasons and Basis

Negotiated Rates

On August 11, 2014, the Commission issued an "Order Issuing Certificate" in Docket No. CP14-18-000 ("August 11 Order") granting Transco a certificate of public convenience and necessity to construct and operate the Woodbridge Delivery Lateral Project ("Project"), approximately 2.4 miles of pipeline and associated facilities to provide 264,000 dekatherms per day of firm transportation service to serve the Woodbridge Energy Center, an electric generating facility being developed in Woodbridge, New Jersey.[2] The instant filing is made in compliance with ordering paragraph (E) of the August 11 Order.

Pursuant to the Commission's negotiated rate policies[3] and Transco's negotiated rate tariff provisions approved by the Commission,[4] Transco submits the Service Agreement for filing with the Commission. The Service Agreement includes the negotiated rate (the negotiated rate and all applicable charges), the exact legal name of the customer, the receipt and delivery points, the quantity of gas to be transported, the agreement termination date, and the applicable rate schedule for the service.

Non-Conforming Provisions

Sections 154.1(d) and 154.112(b) of the Commission's regulations require pipelines to file with the Commission contracts that "deviate in any material aspect from the form of service agreement" in the pipeline's tariff, and also require that such non-conforming agreements be referenced in the pipeline's tariff.[5] The Service Agreement includes provisions in paragraph 4 of Article VI, "Miscellaneous," and on Exhibit C, "Specification of Negotiated Rate and Term" that do not conform to Transco's *pro forma* Rate Schedule FDLS service agreement.

Section 4 of Article VI of the Agreement includes the following non-conforming language (in redline):

4. This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

(a) Any company which succeeds by purchase, merger or consolidation of title to the properties, substantially as an entirety, of Seller or

[2] Transcontinental Gas Pipe Line Co. LLC, 148 FERC ¶ 61,110 (2014).
[3] Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines and Regulation of Negotiated Transportation Services of Natural Gas Pipelines, 74 FERC ¶ 61,076, reh'g and clarification denied, 75 FERC ¶ 61,024 reh'g denied, 75 FERC ¶ 61,066 (1996); Natural Gas Pipeline Negotiated Rate Policies and Practices, 104 FERC ¶ 61,134 (2003).
[4] Transcontinental Gas Pipe Line Corp., 76 FERC ¶ 61,318 (1996). Transco's negotiated rate provisions are contained in Transco's FERC Gas Tariff, Fifth Revised Volume No. 1 ("Volume No. 1 Tariff," or "Tariff").
[5] Transco will submit, in a separate filing, a revised tariff record that adds the Service Agreement to Transco's list of non-conforming service agreements.

Buyer will be entitled to the rights and will be subject to the obligations of its predecessor in title under this agreement.

(b) Any assignment of this agreement shall be subject to the capacity release provisions of the General Terms and Conditions of Seller's Volume No. 1 Tariff, if applicable, and any applicable Federal Energy Regulatory Commission orders, rules and regulations.

(c) Nothing herein shall prevent either party ("First Party") from pledging, granting a security interest in or assigning as collateral all or any portion of First Party's interest in this agreement to secure any debt or obligation of First Party under any mortgage, deed of trust, security, credit agreement, indenture or similar instrument ("Security Interest") and the other party ("Second Party") shall negotiate in good faith with the secured person(s), provided that First Party shall reimburse Second Party for Second Party's reasonable costs of providing such consent.

These assignment provisions are reflected in the Precedent Agreement entered into by Transco and CPV when CPV elected to participate in the Project ("Precedent Agreement"). The provisions were requested by CPV to provide clarity regarding the applicability of the Service Agreement to any successors of Buyer (or Seller) and to provide the ability of CPV to assign its rights under the Service Agreement for financing purposes (providing the necessary financial security in connection with CPV's development of the Woodbridge Energy Center). The non-conforming language reflects the unique circumstances involved with the construction of new energy infrastructure, is not in conflict with Transco's Tariff, presents no risk of undue discrimination, and does not affect CPV's service or the service of other shippers.[6]

Exhibit A, Specification of Negotiated Rate and Term, of the Service Agreement includes the following language:

> Seller will agree, upon written request by Buyer at least thirteen (13) months prior to the end of the Primary Term, to extend the term of this agreement for an additional ten (10)-year period ("First Term Extension") at the TCQ and MHQ in effect during the Primary Term. During such First Term Extension, Buyer shall pay Seller the total maximum recourse reservation rates and all electric power unit rates, commodity rates and surcharges, and Buyer shall be responsible for all compressor fuel and line loss make-up retention (if any), all as applicable under Rate Schedule FDLS of Seller's FERC Gas Tariff, as the same may be revised from time to time, for firm transportation service under the WDL Project (the "Recourse Rate"). Buyer's payment of the Recourse Rate during the First Term Extension shall qualify this agreement as a maximum rate agreement at the end of the First

[6] See Colorado Interstate Gas Co., 101 FERC ¶ 61,268 at P 18 (2002), and CenterPoint Energy Gas Transmission Co., 102 FERC ¶ 61,222 at P 9 (2003).

> Term Extension for purposes of the right of first refusal provisions of Seller's FERC Gas Tariff.
>
> Seller will agree, upon written request by Buyer at least thirteen (13) months prior to the end of the First Term Extension, to extend the term of this agreement for a second additional ten (10)-year term ("Second Term Extension") at the TCQ and MHQ in effect during the First Term Extension at the applicable Recourse Rate. Buyer's payment of the Recourse Rate during the Second Term Extension shall qualify this agreement as maximum rate agreement at the end of the Second Term Extension for purposes of the right of first refusal provisions of Seller's FERC Gas Tariff.

The term extension provisions are consistent with Transco's Tariff. Specifically, Section 44, Extension of Service Agreement, of the General Terms and Conditions of Transco's Tariff ("GT&C") permit Transco and a customer to mutually agree to an extension of the term of a service agreement. Further, Section 48 of the GT&C, Right of First Refusal Procedures provide that a Buyer is eligible for a right of first refusal if the Buyer is receiving firm service at the applicable maximum rate pursuant to a service agreement with a contract term of more than one year.

Finally, Exhibit A, Specification of Negotiated Rate and Term, of the Service Agreement includes the following non-conforming language:

> Buyer agrees not to file or cause to be filed with the FERC any action, claim, complaint or other pleading under Section 5 of the NGA, or support or participate in any such proceeding initiated by any other party, requesting a change to or in any way opposing the negotiated rate(s) set forth above; provided, however, that nothing herein shall prevent Buyer from contesting the prudence of any cost incurred by Seller in connection with the WDL Project.

The initial phrase of this provision (the language before the semi-colon) is non-conforming. However, this language only requires CPV to honor the negotiated rate(s) that were mutually agreed between Transco and CPV during the period such rate(s) are effective. Thus, the non-conforming language does not affect CPV's service or the service of other shippers.

The remainder of the provision (the language following the semi-colon) is related to the negotiated rate under the Service Agreement. The provision is a clarification that CPV has reserved its rights under Section 5 of the NGA to contest the prudence of any cost incurred by Transco in connection with the Project.

Transco has attached a redlined version of the Service Agreement identifying the above-described modifications to Transco's form of service agreement under Rate Schedule FDLS. Transco submits that the deviations are not material deviations because the terms are consistent with Transco's Tariff and do not affect the quality of service to CPV or other shippers, nor do they constitute a substantial risk of undue discrimination against other shippers.

Effective Date and Waivers

Transco requests that the Service Agreement be accepted effective on April 1, 2015, the in-service date of the Project. In that regard, Transco respectfully requests that the Commission grant waivers of ordering paragraph (E) of the August 11 Order and Section 154.207 of its regulations and accept the Service Agreement upon less than thirty days' notice in order that it may become effective April 1, 2015. Transco believes that good cause exists to grant the requested waiver. The Service Agreement submitted herein, which supersedes the September 29, 2014 service agreement executed between Transco and CPV prior to commencing construction of the Project facilities, was finalized less than 30 days prior to the anticipated effective date of the Project.

Materials Submitted Herewith

In accordance with Section 154.7(a)(1) of the Commission's Regulations, the following material is submitted herewith:

An eTariff XML filing package, filed as a zip (compressed) file, containing:

(1) Copies of the executed Service Agreement submitted as a whole document in PDF format;
(2) A transmittal letter in PDF format;
(3) A "redlined" version of the Service Agreement; and
(4) A copy of the complete filing in PDF format for publishing in eLibrary.

Posting and Certification of Service

In accordance with the provisions of Section 154.2(d) of the Regulations, copies of this filing are available for public inspection, during regular business hours, in a convenient form and place at Transco's main office at 2800 Post Oak Boulevard in Houston, Texas. In addition, Transco is serving copies of the instant filing to its affected customers, interested State Commissions and other interested parties.

Any communications regarding this filing should be sent to:

David A. Glenn
Senior Counsel
Transcontinental Gas Pipe Line
Company, LLC
P.O. Box 1396
Houston, Texas 77251
david.a.glenn@williams.com

Respectfully submitted,

TRANSCONTINENTAL GAS PIPE
LINE COMPANY, LLC

By: ______________________

Scott C. Turkington
Director, Rates & Regulatory
713-215-3391
scott.c.turkington@williams.com

Transcontinental Gas Pipe Line Company, LLC
FERC NGA Gas Tariff
Original Volume No. 1A

Effective Date: April 1, 2015

Contract No. 9168117 – CPV Shore, LLC
FDLS Agreement dated 3/27/15

Version 0.0.0

Option Code: A

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule FDLS)

THIS AGREEMENT entered into this 27 day of MARCH, 2015, by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller," first party, and CPV SHORE, LLC, hereinafter referred to as "Buyer," second party,

WITNESSETH

WHEREAS, by order issued August 11, 2014, in Docket No. CP14-18-000, the Federal Energy Regulatory Commission ("FERC") has authorized Seller's Woodbridge Delivery Lateral Project (the "WDL Project"); and

WHEREAS, the WDL Project will add 264,000 dt per day of incremental firm transportation capacity to Seller's system by a proposed target in-service date of April 1, 2015; and

WHEREAS, Buyer has requested firm transportation service under the WDL Project and has executed with Seller a Precedent Agreement, dated January 4, 2013, as amended effective March 19, 2013 and June 4, 2013 (as so amended, the "Precedent Agreement") and a service agreement, dated September 29, 2014, for such service;

WHEREAS, Seller is willing to provide the requested firm transportation for Buyer under the WDL Project pursuant to the terms of this agreement and the effective provisions of the Precedent Agreement; and

WHEREAS, under the negotiated rate agreement between the parties, Buyer has made a one-time payment of $14,500,000 as a prepayment for transportation services hereunder (the "Negotiated Prepayment").

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
GAS TRANSPORTATION SERVICE

1. Subject to the terms and provisions of this agreement and of Seller's Rate Schedule FDLS, Buyer agrees to deliver or cause to be delivered to Seller gas for transportation and Seller agrees to receive, transport and redeliver natural gas to Buyer or for the account of Buyer, on a firm basis, up to a Transportation Contract Quantity ("TCQ") of 264,000 dt per day, subject to a Maximum Hourly Quantity ("MHQ") of 11,000 dt per hour.

2. Transportation service rendered hereunder shall not be subject to curtailment or interruption except as provided in Section 11 and, if applicable, Section 42 of the General Terms and Conditions of Seller's Volume No. 1 Tariff.

ARTICLE II
POINT(S) OF RECEIPT

The point(s) of receipt for natural gas received for transportation pursuant to this agreement shall be:

The interconnection between the Woodbridge Delivery Lateral and Seller's mainline at or near milepost 1798.9 on Seller's mainline in Middlesex County, New Jersey.

ARTICLE III
POINT(S) OF DELIVERY AND MINIMUM PRESSURE

Seller shall redeliver to Buyer or for the account of Buyer the gas transported hereunder at the following point(s) of delivery at delivery point(s) located within Buyer's primary path pursuant to Section 4.5 of Rate Schedule FDLS and at secondary delivery points pursuant to Section 2.6 of Rate Schedule FDLS at an hourly rate no greater than the MHQ specified above in Article I:

Point(s) of Delivery	Minimum Pressure
The interconnection between Seller's Woodbridge Delivery Lateral and the Woodbridge Energy Center located near milepost 2.58 on the Woodbridge Delivery Lateral in Woodbridge, New Jersey.	Not less than fifty (50) pounds per square inch gauge or at such other pressures as may be agreed upon in the day-to-day operations of Buyer and Seller.

Seller's obligation to redeliver gas to Buyer or for the account of Buyer at the minimum pressure specified at the point(s) of delivery, at delivery point(s) located within Buyer's primary path and at secondary delivery points is subject to (1) Buyer taking delivery of such gas at an hourly gas flow rate not in excess of Buyer's MHQ, and (2) such gas being scheduled by or for the account of Buyer to the point(s) of receipt specified in this agreement on Seller's mainline under a Rate Schedule FT service agreement for which such point(s) of receipt is a traditional Rate Schedule FT delivery point or a non-traditional delivery point as defined in Section 4.5 of Seller's Rate Schedule FT.

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective as of the later of April 1, 2015 or the date that all of Seller's WDL Project facilities necessary to provide firm transportation service to Buyer have been constructed and are ready for service as determined in Seller's reasonable judgment and shall remain in force and effect for a primary term of fifteen (15) years and thereafter until terminated by Seller or Buyer upon at least one (1) year's written notice; provided, however, this agreement shall terminate immediately and, subject to the receipt of necessary authorizations, if any, Seller may discontinue service hereunder if (a) Buyer, in Seller's reasonable judgment fails to demonstrate credit worthiness, and (b) Buyer fails to provide adequate security in accordance with Section 32 of the General Terms and Conditions of Seller's Volume No. 1 Tariff.

ARTICLE V
RATE SCHEDULE AND PRICE

1. Buyer shall pay Seller for natural gas delivered to Buyer hereunder in accordance with Seller's Rate Schedule FDLS and the applicable provisions of the General Terms and Conditions of Seller's Volume No. 1 Tariff as filed with the Federal Energy Regulatory Commission, and as the same may be legally amended or superseded from time to time. Such rate schedule and General Terms and Conditions are by this reference made a part hereof. In the event Buyer and Seller mutually agree pursuant to the provisions in Section 53 of the General Terms and Conditions, to a negotiated rate and specified term for service hereunder, provisions governing such negotiated rate (including surcharges) and term shall be set forth on Exhibit A to the service agreement.

The credit support provisions set forth in that certain Precedent Agreement (as defined above) dated January 4, 2013 (including any amendments thereto) related to this agreement are hereby incorporated herein by reference and made a part of this agreement.

2. Seller and Buyer agree that the quantity of gas that Buyer delivers or causes to be delivered to Seller shall include the quantity of gas retained by Seller for applicable compressor fuel and line loss make-up in providing the transportation service hereunder, which quantity may be changed from time to time and which will be specified in the currently effective Statement of Rates and Fuel in Part II, Section 12.2 of this tariff which relates to service under this agreement and which is incorporated herein.

3. In addition to the applicable charges for firm delivery lateral service pursuant to Section 3 of Seller's Rate Schedule FDLS, Buyer shall reimburse Seller for any and all filing fees incurred as a result of Buyer's request for service under Seller's Rate Schedule FDLS, to the extent such fees are imposed upon Seller by the Federal Energy Regulatory Commission or any successor governmental authority having jurisdiction.

ARTICLE VI
MISCELLANEOUS

1. This Agreement supersedes and cancels as of the effective date hereof the following contract(s) between the parties hereto: the service agreement, dated September 29, 2014, by and between Seller and Buyer under the WDL Project.

2. No waiver by either party of any one or more defaults by the other in the performance of any provisions of this agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.

3. The interpretation and performance of this agreement shall be in accordance with the laws of the State of Texas, without recourse to the law governing conflict of laws, and to all present and future valid laws with respect to the subject matter, including present and future orders, rules and regulations of duly constituted authorities.

4. This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

(a) Any company which succeeds by purchase, merger or consolidation of title to the properties, substantially as an entirety, of Seller or Buyer will be entitled to the rights and will be subject to the obligations of its predecessor in title under this agreement.

(b) Any assignment of this agreement shall be subject to the capacity release provisions of the General Terms and Conditions of Seller's Volume No. 1 Tariff, if applicable, and any applicable Federal Energy Regulatory Commission orders, rules and regulations.

(c) Nothing herein shall prevent either party ("First Party") from pledging, granting a security interest in or assigning as collateral all or any portion of First Party's interest in this agreement to secure any debt or obligation of First Party under any mortgage, deed of trust, security, credit agreement, indenture or similar instrument ("Security Interest") and the other party ("Second Party") shall negotiate in good faith with the secured person(s), provided that First Party shall reimburse Second Party for Second Party's reasonable costs of providing such consent.

5. Notices to either party shall be in writing and shall be considered as duly delivered when mailed to the other party at the following address:

(a) If to Seller:
Transcontinental Gas Pipe Line Company, LLC
P. O. Box 1396
Houston, Texas 77251
Attention: Director, Customer Service

(b) If to Buyer:
CPV Shore, LLC
50 Braintree Hill Office, Suite 300
Braintree, MA 02184
Attention: Asset Manager

With a copy to:

CPV Shore, LLC
8403 Colesville Road, Suite 915
Silver Spring, MD 20910
Attention: General Counsel

Such addresses may be changed from time to time by mailing appropriate notice thereof to the other party by certified or registered mail.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective officers or representatives thereunto duly authorized.

TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC
(Seller)

By Camilo Amezquita

Print Name Camilo Amezquita

Title Director - Customer Service

CAA KH gaH

CPV SHORE, LLC
(Buyer)

By D Nugent

Print Name Daniel Nugent

Title Asset Manager Representative

Exhibit A

Specification of Negotiated Rate and Term

Pursuant to Article V of this agreement and Section 53 of the General Terms and Conditions of Seller's Volume No. 1 Tariff, Buyer and Seller hereby agree to the negotiated rate and provisions governing such negotiated rate, as stated in this Exhibit A.

During the fifteen (15) year primary term of this agreement ("Primary Term"), Buyer shall pay Seller a negotiated daily reservation rate of $0.0526 per dt/day ("Negotiated Reservation Rate"); provided, however, that the Negotiated Reservation Rate shall be subject to being revised pursuant to the following paragraph.

As soon as practical after Seller has completed its final accounting of the WDL Project costs, Seller shall provide to Buyer a final notice of the actual WDL Project costs ("Actual Cost"). If the Actual Cost is less than $37,700,001 or greater than $38,200,000, then the above-stated Negotiated Reservation Rate shall be replaced with the negotiated reservation rate determined in accordance with table below.

Actual Cost:	Corresponding Negotiated Reservation Rate (per dt/day):
Less than $35,200,001	$0.0486, subject to adjustment in accordance with Note 1 below
From $35,200,001 to $35,700,000	$0.0486
From $35,700,001 to $36,200,000	$0.0494
From $36,200,001 to $36,700,000	$0.0502
From $36,700,001 to $37,200,000	$0.0510
From $37,200,001 to $37,700,000	$0.0518
From $37,700,001 to $38,200,000	$0.0526
From $38,200,001 to $38,700,000	$0.0533
From $38,700,001 to $39,200,000	$0.0541
Greater than $39,200,000	$0.0541, subject to adjustment in accordance with Note 2 below

Notes:

(1) For every incremental $500,000 that the Actual Cost is less than $35,200,001, the corresponding Negotiated Reservation Rate of $0.0486 per dt/day will decrease by $0.00078 per dt/day.

(2) For every incremental $500,000 that the Actual Cost is greater than $39,200,000, the corresponding Negotiated Reservation Rate of $0.0541 per dt/day will increase by $0.00078 per dt/day.

If pursuant to the foregoing paragraph the Negotiated Reservation Rate is revised to a negotiated reservation rate determined in accordance with the above table, then (1) Buyer and Seller shall promptly enter into an amendment to this service agreement to replace the Negotiated Reservation Rate with such re-determined negotiated reservation rate, (2) such re-determined negotiated reservation rate shall be effective as of the date set forth in such amendment, and (3) the following billing adjustment provisions shall apply:

If such re-determined negotiated reservation rate is lower than the Negotiated Reservation Rate, then Seller shall pay to Buyer, in the form of a one-time billing adjustment, an amount equal to the Negotiated Reservation Rate minus the re-determined negotiated reservation rate multiplied by Buyer's TCQ multiplied by the number of days in the period between the in-service date of the WDL Project and the effective date of such re-determined negotiated reservation rate (the "Interim Rate Period").

If such re-determined negotiated reservation rate is higher than the Negotiated Reservation Rate, then Buyer shall pay to Seller, in the form of a one-time billing adjustment, an amount equal to the re-determined negotiated reservation rate minus the Negotiated Reservation Rate multiplied by Buyer's TCQ multiplied by the number of days in the Interim Rate Period.

In addition, within thirty (30) days following the closing date of Buyer's financing for its electrical generating facility, Buyer shall make the one-time Negotiated Prepayment of $14,500,000 to Seller as a prepayment for transportation services hereunder. Seller hereby acknowledges that it has received such Negotiated Prepayment from Buyer.

In addition to such Negotiated Reservation Rate and the Negotiated Prepayment, Buyer shall be responsible for compressor fuel and line-loss makeup retention (if any) and shall pay the electric power unit rates, commodity rates and all applicable surcharges set forth in Seller's FERC Gas Tariff for Rate Schedule FDLS service to Buyer under this agreement as approved by the FERC. The fuel and line-loss makeup retention, electric power unit rates, commodity rates and applicable surcharges are subject to change from time to time as approved by the FERC, and either party may exercise its statutory rights to effectuate or oppose such changes.

Seller will agree, upon written request by Buyer at least thirteen (13) months prior to the end of the Primary Term, to extend the term of this agreement for an additional ten (10)-year period ("First Term Extension") at the TCQ and MHQ in effect during the Primary Term. During such First Term Extension, Buyer shall pay Seller the total maximum recourse reservation rates and all electric power unit rates, commodity rates and surcharges, and Buyer shall be responsible for all compressor fuel and line loss make-up retention (if any), all as applicable under Rate Schedule FDLS of Seller's FERC Gas Tariff, as the same may be revised from time to time, for firm transportation service under the WDL Project (the "Recourse Rate"). Buyer's payment of the Recourse Rate during the First Term Extension shall qualify this agreement as a maximum rate agreement at the end of the First Term Extension for purposes of the right of first refusal provisions of Seller's FERC Gas Tariff.

Seller will agree, upon written request by Buyer at least thirteen (13) months prior to the end of the First Term Extension, to extend the term of this agreement for a second additional ten (10)-year term ("Second Term Extension") at the TCQ and MHQ in effect during the First Term Extension and at the applicable Recourse Rate. Buyer's payment of the Recourse Rate during the Second Term Extension shall qualify this agreement as a maximum rate agreement at the end of the Second Term Extension for purposes of the right of first refusal provisions of Seller's FERC Gas Tariff.

Buyer agrees not to file or cause to be filed with the FERC any action, claim, complaint or other pleading under Section 5 of the NGA, or support or participate in any such proceeding initiated by any other party, requesting a change to or in any way opposing the negotiated rate(s) set forth above; provided, however, that nothing herein shall prevent Buyer from contesting the prudence of any cost incurred by Seller in connection with the WDL Project.

Seller agrees not to file or cause to be filed with the FERC under Section 4 of the NGA to seek to modify the negotiated rate(s) set forth herein.

Redlined Service Agreement

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule FDLS)

THIS AGREEMENT entered into this _____ day of _________________, 2015, by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller," first party, and CPV SHORE, LLC, hereinafter referred to as "Buyer," second party,

W I T N E S S E T H

WHEREAS, by order issued August 11, 2014, in Docket No. CP14-18-000, the Federal Energy Regulatory Commission ("FERC") has authorized Seller's Woodbridge Delivery Lateral Project (the "WDL Project"); and

WHEREAS, the WDL Project will add 264,000 dt per day of incremental firm transportation capacity to Seller's system by a proposed target in-service date of April 1, 2015; and

WHEREAS, Buyer has requested firm transportation service under the WDL Project and has executed with Seller a Precedent Agreement, dated January 4, 2013, as amended effective March 19, 2013 and June 4, 2013 (as so amended, the "Precedent Agreement") and a service agreement, dated September 29, 2014, for such service;

WHEREAS, Seller is willing to provide the requested firm transportation for Buyer under the WDL Project pursuant to the terms of this agreement and the effective provisions of the Precedent Agreement; and

WHEREAS, under the negotiated rate agreement between the parties, Buyer has made a one-time payment of $14,500,000 as a prepayment for transportation services hereunder (the "Negotiated Prepayment").

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
GAS TRANSPORTATION SERVICE

1. Subject to the terms and provisions of this agreement and of Seller's Rate Schedule FDLS, Buyer agrees to deliver or cause to be delivered to Seller gas for transportation and Seller agrees to receive, transport and redeliver natural gas to Buyer or for the account of Buyer, on a firm basis, up to a Transportation Contract Quantity ("TCQ") of 264,000 dt per day, subject to a Maximum Hourly Quantity ("MHQ") of 11,000 dt per hour.

2. Transportation service rendered hereunder shall not be subject to curtailment or interruption except as provided in Section 11 and, if applicable, Section 42 of the General Terms and Conditions of Seller's Volume No. 1 Tariff.

ARTICLE II
POINT(S) OF RECEIPT

The point(s) of receipt for natural gas received for transportation pursuant to this agreement shall be:

> The interconnection between the Woodbridge Delivery Lateral and Seller's mainline at or near milepost 1798.9 on Seller's mainline in Middlesex County, New Jersey.

ARTICLE III
POINT(S) OF DELIVERY AND MINIMUM PRESSURE

Seller shall redeliver to Buyer or for the account of Buyer the gas transported hereunder at the following point(s) of delivery at delivery point(s) located within Buyer's primary path pursuant to Section 4.5 of Rate Schedule FDLS and at secondary delivery points pursuant to Section 2.6 of Rate Schedule FDLS at an hourly rate no greater than the MHQ specified above in Article I:

Point(s) of Delivery	Minimum Pressure
The interconnection between Seller's Woodbridge Delivery Lateral and the Woodbridge Energy Center located near milepost 2.58 on the Woodbridge Delivery Lateral in Woodbridge, New Jersey.	Not less than fifty (50) pounds per square inch gauge or at such other pressures as may be agreed upon in the day-to-day operations of Buyer and Seller.

Seller's obligation to redeliver gas to Buyer or for the account of Buyer at the minimum pressure specified at the point(s) of delivery, at delivery point(s) located within Buyer's primary path and at secondary delivery points is subject to (1) Buyer taking delivery of such gas at an hourly gas flow rate not in excess of Buyer's MHQ, and (2) such gas being scheduled by or for the account of Buyer to the point(s) of receipt specified in this agreement on Seller's mainline under a Rate Schedule FT service agreement for which such point(s) of receipt is a traditional Rate Schedule FT delivery point or a non-traditional delivery point as defined in Section 4.5 of Seller's Rate Schedule FT.

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective as of the later of April 1, 2015 or the date that all of Seller's WDL Project facilities necessary to provide firm transportation service to Buyer have been constructed and are ready for service as determined in Seller's reasonable judgment and shall remain in force and effect for a primary term of fifteen (15) years and thereafter until terminated by Seller or Buyer upon at least one (1) year's written notice; provided, however, this agreement shall terminate immediately and, subject to the receipt of necessary authorizations, if any, Seller may discontinue service hereunder if (a) Buyer, in Seller's reasonable judgment fails to demonstrate credit worthiness, and (b) Buyer fails to provide adequate security in accordance with Section 32 of the General Terms and Conditions of Seller's Volume No. 1 Tariff.

ARTICLE V
RATE SCHEDULE AND PRICE

1. Buyer shall pay Seller for natural gas delivered to Buyer hereunder in accordance with Seller's Rate Schedule FDLS and the applicable provisions of the General Terms and Conditions of Seller's Volume No. 1 Tariff as filed with the Federal Energy Regulatory Commission, and as the same may be legally amended or superseded from time to time. Such rate schedule and General Terms and Conditions are by this reference made a part hereof. In the event Buyer and Seller mutually agree pursuant to the provisions in Section 53 of the General Terms and Conditions, to a negotiated rate and specified term for service hereunder, provisions governing such negotiated rate (including surcharges) and term shall be set forth on Exhibit A to the service agreement.

The credit support provisions set forth in that certain Precedent Agreement (as defined above) dated January 4, 2013 (including any amendments thereto) related to this agreement are hereby incorporated herein by reference and made a part of this agreement.

2. Seller and Buyer agree that the quantity of gas that Buyer delivers or causes to be delivered to Seller shall include the quantity of gas retained by Seller for applicable compressor fuel and line loss make-up in providing the transportation service hereunder, which quantity may be changed from time to time and which will be specified in the currently effective Statement of Rates and Fuel in Part II, Section 12.2 of this tariff which relates to service under this agreement and which is incorporated herein.

3. In addition to the applicable charges for firm delivery lateral service pursuant to Section 3 of Seller's Rate Schedule FDLS, Buyer shall reimburse Seller for any and all filing fees incurred as a result of Buyer's request for service under Seller's Rate Schedule FDLS, to the extent such fees are imposed upon Seller by the Federal Energy Regulatory Commission or any successor governmental authority having jurisdiction.

ARTICLE VI
MISCELLANEOUS

1. This Agreement supersedes and cancels as of the effective date hereof the following contract(s) between the parties hereto: the service agreement, dated September 29, 2014, by and between Seller and Buyer under the WDL Project.

2. No waiver by either party of any one or more defaults by the other in the performance of any provisions of this agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.

3. The interpretation and performance of this agreement shall be in accordance with the laws of the State of Texas, without recourse to the law governing conflict of laws, and to all present and future valid laws with respect to the subject matter, including present and future orders, rules and regulations of duly constituted authorities.

4. This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

(a) Any company which succeeds by purchase, merger or consolidation of title to the properties, substantially as an entirety, of Seller or Buyer will be entitled to the rights and will be subject to the obligations of its predecessor in title under this agreement.

(b) Any assignment of this agreement shall be subject to the capacity release provisions of the General Terms and Conditions of Seller's Volume No. 1 Tariff, if applicable, and any applicable Federal Energy Regulatory Commission orders, rules and regulations.

(c) Nothing herein shall prevent either party ("First Party") from pledging, granting a security interest in or assigning as collateral all or any portion of First Party's interest in this agreement to secure any debt or obligation of First Party under any mortgage, deed of trust, security, credit agreement, indenture or similar instrument ("Security Interest") and the other party ("Second Party") shall negotiate in good faith with the secured person(s), provided that First Party shall reimburse Second Party for Second Party's reasonable costs of providing such consent.

5. Notices to either party shall be in writing and shall be considered as duly delivered when mailed to the other party at the following address:

(a) If to Seller:
Transcontinental Gas Pipe Line Company, LLC
P. O. Box 1396
Houston, Texas 77251
Attention: Director, Customer Service

(b) If to Buyer:
CPV Shore, LLC
50 Braintree Hill Office, Suite 300
Braintree, MA 02184
Attention: Asset Manager

With a copy to:

CPV Shore, LLC
8403 Colesville Road, Suite 915
Silver Spring, MD 20910
Attention: General Counsel

Such addresses may be changed from time to time by mailing appropriate notice thereof to the other party by certified or registered mail.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective officers or representatives thereunto duly authorized.

TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC
(Seller)

By______________________________

Print Name _______________________

Title_____________________________

CPV SHORE, LLC
(Buyer)

By______________________________

Print Name _______________________

Title_____________________________

Exhibit A

Specification of Negotiated Rate and Term

Pursuant to Article V of this agreement and Section 53 of the General Terms and Conditions of Seller's Volume No. 1 Tariff, Buyer and Seller hereby agree to the negotiated rate and provisions governing such negotiated rate, as stated in this Exhibit A.

During the fifteen (15) year primary term of this agreement ("Primary Term"), Buyer shall pay Seller a negotiated daily reservation rate of $0.0526 per dt/day ("Negotiated Reservation Rate"); provided, however, that the Negotiated Reservation Rate shall be subject to being revised pursuant to the following paragraph.

As soon as practical after Seller has completed its final accounting of the WDL Project costs, Seller shall provide to Buyer a final notice of the actual WDL Project costs ("Actual Cost"). If the Actual Cost is less than $37,700,001 or greater than $38,200,000, then the above-stated Negotiated Reservation Rate shall be replaced with the negotiated reservation rate determined in accordance with table below.

Actual Cost:	Corresponding Negotiated Reservation Rate (per dt/day):
Less than $35,200,001	$0.0486, subject to adjustment in accordance with Note 1 below
From $35,200,001 to $35,700,000	$0.0486
From $35,700,001 to $36,200,000	$0.0494
From $36,200,001 to $36,700,000	$0.0502
From $36,700,001 to $37,200,000	$0.0510
From $37,200,001 to $37,700,000	$0.0518
From $37,700,001 to $38,200,000	$0.0526
From $38,200,001 to $38,700,000	$0.0533
From $38,700,001 to $39,200,000	$0.0541
Greater than $39,200,000	$0.0541, subject to adjustment in accordance with Note 2 below

Notes:

(1) For every incremental $500,000 that the Actual Cost is less than $35,200,001, the corresponding Negotiated Reservation Rate of $0.0486 per dt/day will decrease by $0.00078 per dt/day.

(2) For every incremental $500,000 that the Actual Cost is greater than $39,200,000, the corresponding Negotiated Reservation Rate of $0.0541 per dt/day will increase by $0.00078 per dt/day.

If pursuant to the foregoing paragraph the Negotiated Reservation Rate is revised to a negotiated reservation rate determined in accordance with the above table, then (1) Buyer and Seller shall promptly enter into an amendment to this service agreement to replace the Negotiated Reservation Rate with such re-determined negotiated reservation rate, (2) such re-determined negotiated reservation rate shall be effective as of the date set forth in such amendment, and (3) the following billing adjustment provisions shall apply:

> If such re-determined negotiated reservation rate is lower than the Negotiated Reservation Rate, then Seller shall pay to Buyer, in the form of a one-time billing adjustment, an amount equal to the Negotiated Reservation Rate minus the re-determined negotiated reservation rate multiplied by Buyer's TCQ multiplied by the number of days in the period between the in-service date of the WDL Project and the effective date of such re-determined negotiated reservation rate (the "Interim Rate Period").
>
> If such re-determined negotiated reservation rate is higher than the Negotiated Reservation Rate, then Buyer shall pay to Seller, in the form of a one-time billing adjustment, an amount equal to the re-determined negotiated reservation rate minus the Negotiated Reservation Rate multiplied by Buyer's TCQ multiplied by the number of days in the Interim Rate Period.

In addition, within thirty (30) days following the closing date of Buyer's financing for its electrical generating facility, Buyer shall make the one-time Negotiated Prepayment of $14,500,000 to Seller as a prepayment for transportation services hereunder. Seller hereby acknowledges that it has received such Negotiated Prepayment from Buyer.

In addition to such Negotiated Reservation Rate and the Negotiated Prepayment, Buyer shall be responsible for compressor fuel and line-loss makeup retention (if any) and shall pay the electric power unit rates, commodity rates and all applicable surcharges set forth in Seller's FERC Gas Tariff for Rate Schedule FDLS service to Buyer under this agreement as approved by the FERC. The fuel and line-loss makeup retention, electric power unit rates, commodity rates and applicable surcharges are subject to change from time to time as approved by the FERC, and either party may exercise its statutory rights to effectuate or oppose such changes.

Seller will agree, upon written request by Buyer at least thirteen (13) months prior to the end of the Primary Term, to extend the term of this agreement for an additional ten (10)-year period ("First Term Extension") at the TCQ and MHQ in effect during the Primary Term. During such First Term Extension, Buyer shall pay Seller the total maximum recourse reservation rates and all electric power unit rates, commodity rates and surcharges, and Buyer shall be responsible for all compressor fuel and line loss make-up retention (if any), all as applicable under Rate Schedule FDLS of Seller's FERC Gas Tariff, as the same may be revised from time to time, for firm transportation service under the WDL Project (the "Recourse Rate"). Buyer's payment of the Recourse Rate during the First Term Extension shall qualify this agreement as a maximum rate agreement at the end of the First Term Extension for purposes of the right of first refusal provisions of Seller's FERC Gas Tariff.

Seller will agree, upon written request by Buyer at least thirteen (13) months prior to the end of the First Term Extension, to extend the term of this agreement for a second additional ten (10)-year term ("Second Term Extension") at the TCQ and MHQ in effect during the First Term Extension and at the applicable Recourse Rate. Buyer's payment of the Recourse Rate during the Second Term Extension shall qualify this agreement as a maximum rate agreement at the end of the Second Term Extension for purposes of the right of first refusal provisions of Seller's FERC Gas Tariff.

Buyer agrees not to file or cause to be filed with the FERC any action, claim, complaint or other pleading under Section 5 of the NGA, or support or participate in any such proceeding initiated by any other party, requesting a change to or in any way opposing the negotiated rate(s) set forth above; provided, however, that nothing herein shall prevent Buyer from contesting the prudence of any cost incurred by Seller in connection with the WDL Project.

Seller agrees not to file or cause to be filed with the FERC under Section 4 of the NGA to seek to modify the negotiated rate(s) set forth herein.