

RELEASED TRANSPORTATION SERVICE AGREEMENT
(Applicable to firm transportation rights released pursuant to
Section 17 of Transporter's General Terms and Conditions.)

THIS Contract is made and entered into this 20th day of March, 2014 by and between EAST TENNESSEE NATURAL GAS, LLC, a Tennessee limited liability company, hereinafter called "Transporter" and NAVITAS UTILITY CORPORATION, a _____ corporation, hereinafter variously called "Bidder" or "Replacement Shipper." Transporter and Bidder shall be referred to herein individually as "Party" and collectively as "Parties."

WHEREAS, Transporter owns and operates an interstate natural gas transmission system and provides transportation, storage, and related services for third party shippers on such system;

WHEREAS, Transporter's FERC Gas Tariff on file with the Federal Energy Regulatory Commission permits shippers under Transporter's Rate Schedules FT-A and FT-L to release some or all of their transportation rights under the terms and conditions prescribed in Transporter's FERC Gas Tariff;

WHEREAS, Bidder desires to submit bids for transportation rights released by one or more firm shippers and Transporter's FERC Gas Tariff requires Bidder to enter into this Released Transportation Service Contract as a pre-condition to the submission of any such Bids; and

WHEREAS, Transporter is willing to enter into this Agreement with Bidder and provide transportation service to Bidder as a Replacement Shipper to the extent it obtains released transportation rights;

NOW THEREFORE, in consideration of the mutual covenants and agreements as herein set forth, the Parties agree as follows:

ARTICLE I - DEFINITIONS

The definitions found in Section 1 of Transporter's General Terms and Conditions are incorporated herein by reference.

ARTICLE II - RELEASED TRANSPORTATION RIGHTS

In the event transportation rights are released to Bidder, Transporter shall prepare and submit to Bidder an Exhibit "R-1" setting forth the Maximum Daily Transportation Quantity of the released transportation service ("Release Quantity"), applicable receipt and delivery points, the Maximum Daily Receipt Obligation and Maximum Daily Delivery Obligation, the rates to be paid for service using released rights, the name of the Rate Schedule governing such released transportation rights ("Governing Rate Schedule") and any special terms and conditions applicable to the release, including conditions of curtailment or recall. If Replacement Shipper subsequently obtains additional released transportation rights pursuant to the terms and conditions of Transporter's FERC Gas Tariff, an additional exhibit (designated sequentially as Exhibit R-2, Exhibit R-3, etc.) shall be added to this Agreement for each such award of transportation rights. Each such Exhibit shall be added to this Agreement without any requirement of execution by Replacement Shipper and, upon such addition, shall be incorporated in and be considered a part of this Agreement.

ARTICLE III - GOVERNING TERMS AND CONDITIONS

- 3.1 This Agreement shall be subject to, governed by, and shall incorporate the applicable provisions of Transporter's FERC Gas Tariff, including, without limitation, Section 17 of the General Terms and Conditions thereof, the Governing Rate Schedule, and the special terms and conditions stated in each Exhibit hereto with respect to the released transportation rights described in such Exhibit. Subject to the terms, conditions, and limitations of this Agreement and Transporter's FERC Gas Tariff, Replacement Shipper shall be deemed a Shipper for purposes of the Governing Rate Schedule and the applicable provisions of Transporter's FERC Gas Tariff and shall be subject to all obligations thereof.
- 3.2 Transporter expressly reserves all rights granted to it by any Governing Rate Schedule and the applicable provisions of its FERC Gas Tariff to file with the Commission and place into effect unilaterally such changes as Transporter deems necessary or desirable from time to time in the rates, charges, terms, and conditions applicable to service under the Tariff or Governing Rate Schedule, in order to assure Transporter just and reasonable rates, charges, and terms and conditions of service. In the event of a conflict between the provisions of this Agreement and Transporter's Rate Schedule FT-A or FT-L, as applicable, the provisions of Transporter's Rate Schedule FT-A or FT-L, as applicable, shall govern. In the event of a conflict between the provisions of this Agreement and Transporter's General Terms and Conditions, the provisions of Transporter's General Terms and Conditions shall govern.

ARTICLE IV - TERM

This Agreement shall become effective on the date first written above and shall remain in force and effect until terminated by either Party upon thirty days prior written notice to the other party; provided however, no such termination may take effect during the term of any release of transportation rights to Replacement Shipper hereunder.

ARTICLE V - SUCCESSORS AND ASSIGNS

- 5.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument that it has executed or may execute hereafter as security for indebtedness; otherwise, Shipper shall not assign this Agreement or any of its rights and obligations hereunder.
- 5.2 Any person or entity that shall succeed by purchase, transfer, merger, or consolidation to the properties, substantially or as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE VI - REGULATION

- 6.1 This Agreement shall be subject to all applicable governmental statutes, orders, rules, and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Transporter. This Agreement shall be void and of no force and effect if any necessary regulatory approval or authorization is not so obtained or continued. All parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no party shall be liable to any other party for failure to obtain or continue such approvals or authorizations. Further, if any governmental body having jurisdiction over the service provided for herein authorizes abandonment of such service on a date other than the Termination Date as defined in Article IV herein, then the Termination Date shall nevertheless be the abandonment date so authorized.

ARTICLE VII - REPLACEMENT SHIPPER'S INDEMNIFICATION

Replacement Shipper recognizes that its rights to transportation service hereunder are solely those rights released by Releasing Shippers. The Replacement Shipper agrees that it will indemnify Transporter against any claim or suit of any kind by any Releasing Shipper, its successor or assigns arising from any action taken by Transporter in reliance upon the nominations, scheduling instructions or other communications from Replacement Shipper or its agents. Replacement Shipper further agrees that it will hold Transporter harmless for any action taken by Transporter in reliance upon the nominations, scheduling instructions or other communications of the Releasing Shipper or its agents. Replacement Shipper further recognizes and agrees that Transporter shall have no obligation to honor any nomination or scheduling request from Replacement Shipper or its agents that in Transporter's sole opinion conflicts with communications or instructions received by Transporter from the Releasing Shipper (or its agents) which is the source of the released transportation rights sought to be utilized by Replacement Shipper hereunder.

ARTICLE VIII - MISCELLANEOUS PROVISIONS

- 8.1 No waiver by any 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 of a different character.
- 8.2 The headings of the articles of this Agreement are inserted for convenience of reference only and shall not affect the meaning or construction thereof.
- 8.3 THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TENNESSEE, WITHOUT REGARD TO CHOICE OF LAW DOCTRINE THAT REFERS TO THE LAWS OF ANOTHER JURISDICTION.
- 8.4 This Agreement, including all provisions expressly incorporated by reference, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, representations, and understandings, written or oral, pertaining thereto. Except as otherwise provided herein, any modifications, amendments or changes to this Agreement shall be binding upon the parties only if agreed upon in a written instrument executed by both Parties which expressly refers to this Agreement.
- 8.5 Except for changes specifically authorized pursuant to this Agreement, no modification of or supplement to the terms and conditions hereof shall be or become effective until Shipper has submitted a request for change via LINK® and Shipper has been notified through via LINK® of Transporter's agreement to such change.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above.

EAST TENNESSEE NATURAL GAS, LLC

By Executed Online by PATTI FITZPATRICK

Title: _____

NAVITAS UTILITY CORPORATION

By Executed Online by JOSEPH M IRWIN JR

Title: _____

Date: _____

EXHIBIT R-1
to the
Released Transportation Service Agreement
between East Tennessee Natural Gas, LLC (Transporter)
and _____ (Replacement Shipper)
dated _____

Governing Rate Schedule: _____

Release Quantity: _____ Bid Rate: _____

Term: _____

Releasing Shipper: _____

Commencement Date: _____ Expiration Date: _____

Primary Receipt Points	Meter Nos.	Maximum Daily Receipt Obligation
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Primary Delivery Points	Meter Nos.	Maximum Daily Delivery Obligation
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Additional Conditions of Release: _____

Notices not made via LINK® shall be made to:

Transporter:

As provided for in Section 37.2 of Transporter's General Terms and Conditions.

Replacement Shipper:

Releasing Shipper:
