

FIRM TRANSPORTATION AGREEMENT
(For Use Under Rate Schedules FT-A and FT-GS)

Date: 04/10/2014,

Contract No. 410497-R1

SERVICE AGREEMENT

This AGREEMENT is entered into by and between East Tennessee Natural Gas, LLC, ("Transporter") and NAVITAS UTILITY CORPORATION ("Shipper").

WHEREAS,

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

1. Transporter shall deliver and Shipper shall take and pay for service up to the Maximum Daily Transportation Quantity stated on Exhibit A attached hereto at the Receipt Point(s) and Delivery Point(s) listed on Exhibit A attached hereto pursuant to the terms of this Agreement and subject to the Rate Schedule in Transporter's Tariff indicated on Exhibit A as applicable to this agreement and subject to the General Terms and Conditions of Transporter's Tariff. Exhibit A, the applicable Rate Schedule, and the General Terms and Conditions of Transporter's Tariff are incorporated herein by reference and made a part hereof.
2. This Agreement shall be effective as of May 1, 2014 and shall remain in force and effect until and including October 31, 2015 ("Primary Term"); provided however, that if the Primary Term is one Year or more, then the contract shall remain in force and effect and the contract term will automatically roll-over for additional five Year increments ("Secondary Term") unless Shipper, one Year prior to the expiration of the Primary Term or a Secondary Term, provides written notice to Transporter of either (1) its intent to terminate the contract upon expiration of the then current term or (2) its desire to exercise its right-of-first-refusal in accord with Section 7.3 of Transporter's General Terms and Conditions. Provided further, if the Commission or other governmental body having jurisdiction over the service rendered pursuant to this Agreement authorizes abandonment of such service, this Agreement shall terminate on the abandonment date permitted by the Commission or such other governmental body. If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at Transporter's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.

Shipper shall have a right-of-first-refusal pursuant to Section 7.3(b) of Transporter's General Terms and Conditions with respect to each Secondary Term under this Agreement, provided that the Agreement qualifies as a ROFR Agreement as defined in Section 1 of Transporter's General Terms and Conditions.

3. The applicable maximum rate(s) and all other applicable charges and surcharges specified in the Notice of Rates in Transporter's FERC Gas Tariff and in the Rate Schedule specified in Exhibit A shall apply to service pursuant to this Agreement except as provided to the contrary in any written or electronic agreement(s) between Transporter and Shipper in effect during the term of this Agreement.

Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in the rates and charges applicable to service pursuant to the Rate Schedule under which this service is rendered and in any provisions of Transporter's General Terms and Conditions as they may be revised or replaced from time to time. Without prejudice to Shipper's right to contest such changes, Shipper agrees to pay the effective rates and charges for service rendered pursuant to this Agreement. Transporter agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

4. Unless otherwise required in the Tariff, all notices shall be in writing and shall be deemed given when sent to Transporter at the address below and to Shipper at the address shown on Exhibit A or to such other address as either party shall designate or shall be transmitted via facsimile. Shipper or Transporter may change such addresses or other information by written notice to the other without

the necessity of amending this Agreement.

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

5. 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.
6. As of the effective date provided above, this Agreement supersedes and cancels the Agreement(s) between Shipper and Transporter dated N/A.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers and/or Representatives thereunto duly authorized to be effective as of the date stated above.

SHIPPER: NAVITAS UTILITY CORPORATION

EAST TENNESSEE NATURAL GAS, LLC

By: Executed Online by JOSEPH M IRWIN JR

By: Executed Online by PATTI FITZPATRICK

Title: _____

Title: _____

**EXHIBIT A, DATED 04/10/2014,
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-A
BETWEEN EAST TENNESSEE NATURAL GAS, LLC ("Transporter")
AND NAVITAS UTILITY CORPORATION ("Shipper"),
DATED 04/10/2014**

Exhibit A Effective Date: 05/01/2014

Maximum Daily Transportation Quantity: 250
Proposed Commencement Date: 05/01/2014

Primary Receipt Point(s):

Name	Meter No.	MDRO (dth)	Location County, State
EL PASO - LOBELVILLE RECEIVING	53201	250	PERRY, TN

Primary Delivery Point(s):

Name	Meter No.	MDDO (dth)	Location County, State
MORGAN CO 3 DELIVERY- NAVITAS UTILITIES	59157	250	MORGAN, TN

* Transporter shall not be obligated to deliver more Cubic Feet of gas to any Shipper than the quantity calculated using 1030 Dth per million Cubic Feet.

EXHIBIT A (Continued)

Notices not made via LINK® shall be made to:

Shipper
NAVITAS UTILITY CORPORATION
3186-D AIRWAY AVE
COSTA MESA CA 92626
Attn: ROBERTO MIRANDA

Invoices
NAVITAS UTILITY CORPORATION
3186-D AIRWAY AVE
COSTA MESA CA 92626
Attn: JOSEPH IRWIN JR

(This Exhibit A supersedes and cancels Exhibit A dated N/A to the Firm Transportation Agreement dated N/A .)

EAST TENNESSEE NATURAL GAS, LLC

By: Executed Online by PATTI FITZPATRICK

Title: _____

NAVITAS UTILITY CORPORATION

Executed Online By: JOSEPH M IRWIN JR

Title: _____