

Columbia Gas Transmission, LLC  
FERC NGA Gas Tariff  
Baseline Tariffs  
Proposed Effective Date: April 1, 2019  
Service Agreement No. 131579 – Northeast Natural Energy, LLC  
Option Code A

FTS SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this 26 day of April 2012, by and between COLUMBIA GAS TRANSMISSION, LLC ("Transporter") and NORTHEAST NATURAL ENERGY, LLC ("Shipper").

WITNESSETH: That in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 1. Service to be Rendered. Transporter shall perform and Shipper shall receive service in accordance with the provisions of the effective FTS Rate Schedule and applicable General Terms and Conditions of Transporter's FERC Gas Tariff, Fourth Revised Volume No. 1 ("Tariff"), on file with the Federal Energy Regulatory Commission (Commission), as the same may be amended or superseded in accordance with the rules and regulations of the Commission. The maximum obligation of Transporter to deliver gas hereunder to or for Shipper, the designation of the points of delivery at which Transporter shall deliver or cause gas to be delivered to or for Shipper, and the points of receipt at which Shipper shall deliver or cause gas to be delivered, are specified in Appendix A, as the same may be amended from time to time by agreement between Shipper and Transporter, or in accordance with the rules and regulations of the Commission.

Section 2. Term. This Agreement shall be effective as of the later of <sup>May 4, 2012</sup> ~~May 1, 2012~~ or the date that all of Transporter's Rumersburg Expansion Project facilities necessary to provide firm transportation service to Shipper have been commissioned, tested, and are ready for service as determined in Transporter's discretion and shall remain in full force and effect for a term of twelve years. Pre-granted abandonment shall apply upon termination of this Agreement, subject to any right of first refusal Shipper may have under the Commission's regulations and Transporter's Tariff.

Section 3. Rates. Shipper, having been apprised of the availability of a maximum recourse rate, has elected to pay a negotiated reservation charge for service ("Negotiated Reservation Rate"), as set forth in the table below. This Negotiated Reservation Rate will be fixed for the primary term of the Service Agreement, regardless of the maximum recourse rate set forth in Columbia's tariff, as it may change from time to time. In addition to the Negotiated Reservation Rate, Customer will pay any applicable demand surcharges (including TCRA, EPCA and OTRA), as well as all other maximum applicable commodity rates, commodity surcharges and retainage rates set forth in Transporter's tariff, as it may change from time to time.

5/1/12 *[Handwritten initials]*

Term	Negotiated Reservation Rate
5/1/12 to 12/31/13	\$5.612 per Dth per Month
1/1/14 to 4/30/24	\$9.125 per Dth per Month

Section 4. Notices. Notices to Transporter under this Agreement shall be addressed to it at 5151 San Felipe, Suite 2500, Houston, Texas 77056, Attention: Customer Services and notices to Shipper shall be addressed to it at Northeast Natural Energy, LLC, 707 Virginia St. E., Charleston, WV 25301, Attention: Jon Young, until changed by either party by written notice.

Section 5. Superseded Agreements. This Service Agreement supersedes and cancels, as of the effective date hereof, the following Service Agreements: N/A

Section 6. Credit Annex. The credit requirements appended hereto to as Attachment A are incorporated herein by reference with full force and effect and are made a part of this Service Agreement as though restated herein verbatim.

NORTHEAST NATURAL ENERGY, LLC  
 By *[Signature]*  
 Title VP Operations  
 Date 5/2/12

COLUMBIA GAS TRANSMISSION, LLC  
 By *[Signature]*  
 Title CHIEF COMMERCIAL OFFICER  
 Date April 26, 2012

*[Handwritten initials]*  
*[Circular stamp]*  
*[Handwritten initials]*

Appendix A to Service Agreement No. 131579  
 Under Rate Schedule FTS  
 Between (Transporter) Columbia Gas Transmission, LLC  
 and (Shipper) Northeast Natural Energy, LLC

Revision No. 0

Transportation Demand

Begin Date	End Date	Transportation Demand Dth/day	Recurrence Interval
<del>May 1, 2012</del> May 4, 2012	April 30, 2024	16,550	1/1 - 12/31

Primary Receipt Points

Begin Date	End Date	Scheduling Point No.	Scheduling Point Name	Measuring Point No.	Measuring Point Name	Maximum Daily Quantity (Dth/day)	Minimum Receipt Pressure Obligation (psig) 1/	Hourly Flowrate (Dth/hour) 1/	Recurrence Interval
<del>May 1, 2012</del> May 4, 2012	April 30, 2024	642589	Boyles	642589	Boyles	16,550			1/1 - 12/31

Primary Delivery Points

Begin Date	End Date	Scheduling Point No.	Scheduling Point Name	Measuring Point No.	Measuring Point Name	Maximum Daily Delivery Obligation (Dth/day)	Design Daily Quantity (Dth/day)	Aggregate Daily Quantity 1/	Minimum Delivery Pressure Obligation (psig) 1/	Hourly Flowrate (Dth/hour) 1/	Recurrence Interval
<del>May 1, 2012</del> May 4, 2012	April 30, 2024	642643	Rimersburg - Dutch Hill	642643	Rimersburg - Dutch Hill	16,550					1/1 - 12/31

1/

Application of MDDOs, DDQs and ADOs and/or minimum pressure and/or hourly flowrate shall be as follows:

May 4, 2012 Roa

Service pursuant to this Appendix A, Revision No. 0 shall be effective from ~~May 1~~, 2012 through April 30, 2024 and will cancel and supersede the previous Appendix A to this Service Agreement, Revision No. \_\_\_\_, dated \_\_\_\_\_. The Master List of Interconnects (MLI) as defined in Section 1 of the General Terms and Conditions of Transporter's Tariff is incorporated herein by reference for the purposes of listing valid secondary interruptible receipt points and delivery points.

Yes  No (Check applicable blank) Transporter and Shipper have mutually agreed to a Regulatory Restructuring Reduction Option pursuant to Section 42 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

Yes  No (Check applicable blank) Shipper has a contractual right of first refusal equivalent to the right of first refusal set forth from time to time in Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff.


Yes  No (Check applicable blank) All gas shall be delivered at existing points of interconnection within the MDDO's, and/or ADQ's and/or DDQ's, as applicable, set forth in Transporter's currently effective Rate Schedule FTS Service Agreement No. 131579 Appendix A with Shipper, which for such points set forth are incorporated herein by reference.

Yes  No (Check applicable blank) This Service Agreement covers interim capacity sold pursuant to the provisions of General Terms and Conditions Section 4. Right of first refusal rights, if any, applicable to this interim capacity are limited as provided for in General Terms and Conditions Section 4.

Yes  No (Check applicable blank) This Service Agreement covers offsystem capacity sold pursuant to Section 47 of the General Terms and Conditions. Right of first refusal rights, if any, applicable to this offsystem capacity are limited as provided for in General Terms and Conditions Section 47.

Northeast Natural Energy, LLC

By



Title

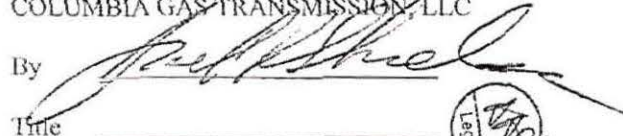
VP Operations

Date

5/2/12

COLUMBIA GAS TRANSMISSION, LLC

By



Title

Date

