

**SOUTHEASTERN NATURAL GAS COMPANY GAS TRANSPORTATION AND
RATE SCHEDULE AGREEMENT**

This Agreement is made and entered into as of the 1st day of April, 2014, by and between Columbia Gas of Ohio, Inc., 200 Civic Center Drive, P. O. Box 117, Columbus, Ohio 43216-0117 ("Columbia"), and Southeastern Natural Gas Company, 4100 Holiday Street, N.W., Suite 201, Canton, Ohio 44718 ("Shipper").

WHEREAS, Columbia is a natural gas distribution company providing retail gas service to customers located throughout the State of Ohio, including gas transportation service for customer-owned volumes of gas, in accordance with rate schedules approved by the Public Utilities Commission of Ohio ("Commission"); and,

WHEREAS, Shipper is also engaged in the distribution and sale of natural gas to customers within the State of Ohio; and,

WHEREAS, Shipper wishes to provide natural gas service to various customers located in the vicinity of East Liberty, Ohio and Delaware, Ohio; and,

WHEREAS, Shipper further wishes to contract with Columbia to transport volumes of natural gas to delivery points between Columbia and Shipper so as to enable Shipper to provide such service; and,

WHEREAS, Columbia is willing to provide such gas transportation service, under the terms and conditions set forth herein;

Now, therefore, in consideration of the premises and covenants hereinafter set forth, the parties mutually agree as follows:

1. Columbia currently provides gas transportation service to Shipper under two contracts. The first contract is dated November 4, 1996, and was approved by Commission Order dated November 19, 1998, in Case No. 96-1264-GA-AEC. The second contract is dated May 28, 1997, and was also approved by Commission Order dated November 19, 1998, in Case No. 97-687-GA-AEC. Columbia and Shipper agree that these two contracts shall be terminated as of the Effective Date of this Agreement.

2. Columbia provides service to Shipper in the vicinity of East Liberty, Ohio under Columbia PCID # 14703707-003. For PCID # 14703707-003 Columbia

agrees to provide, and Shipper agrees to take, gas transportation service from Columbia under Rate Schedule FRGTS (Full Requirements General Transportation Service), in accordance with the rates, terms, and conditions set forth therein. By December 31 of each year, Columbia will review Shipper's throughput annually and determine if the volumes transported for Shipper meet the criteria set forth in the "Availability" section of that rate schedule. If, as a result of such annual review, Columbia determines that Shipper's throughput does not meet the criteria set forth in the "Availability" section of the rate schedule under which transportation service is being provided, Columbia will prospectively provide transportation service under the rate schedule applicable to Shipper's throughput.

3. Columbia provides service to Shipper in the vicinity of Delaware, Ohio under Columbia PCID 14703707-002. For PCID 14703707-002 Columbia agrees to provide, and Shipper agrees to take, gas transportation service from Columbia under Rate Schedule FRLGTS (Full Requirements Large General Transportation Service), in accordance with the rates, terms, and conditions set forth therein. By December 31 of each year, Columbia will review Shipper's throughput annually and determine if the volumes transported for Shipper meet the criteria set forth in the "Availability" section of that rate schedule. If, as a result of such annual review, Columbia determines that Shipper's throughput does not meet the criteria set forth in the "Availability" section of the rate schedule under which transportation service is being provided, Columbia will prospectively provide transportation service under the rate schedule applicable to Shipper's throughput.

4. All volumes of gas to be transported by Columbia for Shipper shall be delivered to Columbia at mutually acceptable receipt points, and shall be redelivered by Columbia to Shipper at measuring stations which are located at 8421 SR 341, East Liberty, Ohio, 43319, and 6571 Home Road A, Delaware, Ohio 43015, (the "Delivery Points.")

5. Unless prevented by *force majeure* conditions, Columbia shall deliver up to 2,000 Mcf/day of natural gas to the Delivery Points at a minimum line pressure of sixty (60) pounds.

6. Except as otherwise provided in this Agreement, service to Shipper shall be governed by Columbia's Rules and Regulations Governing the Distribution and Sale of Gas, as approved by the Commission from time to time.

7. The parties recognize that this Agreement is subject to the approval of the Commission. This Agreement shall be null and void if it is rejected by the Commission, and either party may terminate the Agreement, upon ten (10) days written notice to the other party, if the Commission modifies the Agreement in a manner which is unacceptable to such party. If the Agreement is rejected by the Commission, or terminated in accordance with this paragraph, Shipper shall pay Columbia all amounts due hereunder, including the LGTS tariff rate for all volumes of gas previously transported by Columbia to the Delivery Point for PCID 14703707-002, and Shipper shall pay Columbia the GTS tariff rate for all volumes of gas previously transported by Columbia to the Delivery Point for PCID 14703707-003.

8. The term of this Agreement shall begin on the date the Agreement is filed with the Commission ("Effective Date") and shall continue for an initial term of one (1) year ("the Initial Term") and year to year thereafter, subject to the right of either party to terminate this Agreement any time after the conclusion of the Initial Term by providing the other party at least thirty (30) days prior written notice of the specified termination date. Such termination to be effective as of the last day of a calendar month.

In witness whereof, the parties hereto have executed this Agreement as of the date hereinabove first written.

Attested by Shipper

Executed by Shipper

By: *Constance Spaulter*

By: *Bill Rouse*

Title: _____

Title: *Gas Marketing*

Attested by Columbia:

Executed by Columbia:

By: *Will Schickel*

By: *S. Kay*

Title: *LCR REP*

Title: *SVP, COO/CFO*

[Signature]