

Columbia Gas Transmission, LLC  
FERC NGA Gas Tariff  
Baseline Tariffs  
Proposed Effective Date: April 1, 2012  
Service Agreement Number – 15251 Hayden Harper Energy, WV, LLC  
Option Code A

FTS SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this 19 day of March, 2012, by and between COLUMBIA GAS TRANSMISSION, LLC ("Transporter") and HAYDEN HARPER ENERGY, WV, 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No. 1 ("Tariff"), on file with the Federal Energy Regulatory Commission (Commission), as the same may be amended or superseded in accordance with the rules and regulations of the Commission.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. Service under this Agreement shall commence as of April 1, 2012 and shall continue in full force and effect until May 31, 2021. 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 the maximum recourse rate for service, has elected to pay a negotiated rate of \$17.9458 per Dth per Month for service to be provided under this Agreement. This negotiated rate will be fixed for the primary term of this Agreement, regardless of the monthly demand charge for recourse rate shippers set forth in Transporter's tariff. In addition to the negotiated reservation rate, Shipper will pay all other maximum applicable commodity rates, surcharges and retainage rates set forth in Transporter's Tariff, as it may change from time to time


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

Hayden Harper WV LLC  
1001 Moorehead Square Dr., Suite 350  
Charlotte, NC 28203  
Attention: Brett McDonough

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: FTS No. 15251, Revision No. 0.

HAYDEN HARPER WV, LLC

By:   
Title: Brett McDonough  
Authorized Representative  
Date: 3/19/12

COLUMBIA GAS TRANSMISSION, LLC

By: B. Rumell  
Title: Director, Cust Services  
Date: 3/27/12



Appendix A to Service Agreement No. 15251  
 Under Rate Schedule FTS  
 between Columbia Gas Transmission, LLC (“Transporter”) and Hayden Harper Energy WV, LLC (“Shipper”)

Transportation Demand

<u>Begin Date</u>	<u>End Date</u>	<u>Transportation Demand Dth/Day</u>	<u>Recurrence Interval</u>
April 1, 2012	March 31, 2013	300	1/1-12/31
April 1, 2013	May 31, 2021	950	1/1-12/31

Primary Receipt Points

<u>Begin Date</u>	<u>End Date</u>	<u>Scheduling Point No.</u>	<u>Scheduling Point Name</u>	<u>Measuring Point No.</u>	<u>Measuring Point Name</u>	<u>Maximum Daily Quantity (Dth/D)</u>	<u>Minimum Receipt Pressure Obligation (psig)/1</u>	<u>Hourly Flowrate (Dth/hour) 1/</u>	<u>Recurrence Interval</u>
April 1, 2012	March 31, 2013	CNR18	CHK- Cobb	835912	CNR S-7	300			1/1-12/31
April 1, 2013	May 31, 2021	CNR18	CHK- Cobb	835912	CNR S-7	950			1/1-12/31

Primary Delivery Points

<u>Begin Date</u>	<u>End Date</u>	<u>Scheduling Point No.</u>	<u>Scheduling Point Name</u>	<u>Measuring Point No.</u>	<u>Measuring Point Name</u>	<u>Maximum Daily Delivery Obligation (Dth/day) 1/</u>	<u>Design Daily Quantity (Dth/day) 1/</u>	<u>Aggregate Daily Quantity 1/</u>	<u>Minimum Delivery Pressure Obligation (psig) 1/</u>	<u>Hourly Flowrate (Dth/hour) 1/</u>	<u>Recurrence Interval</u>
April 1, 2012	March 31, 2013	836799	Constellation Big Sandy	836799	Constellation Big Sandy	300					1/1-12/31
April 1, 2013	May 31, 2021	836799	Constellation Big Sandy	836799	Constellation Big Sandy	950					1/1-12/31

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

Service pursuant to this Appendix A, Revision No. 1 shall be effective from April 1, 2012 through May 31, 2021 and will cancel and supersede the previous Appendix A to this Service Agreement, Revision No. 0, dated May 17, 2010. 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.

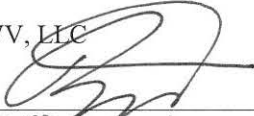
Yes  No (Check applicable blank) Transporter and Shipper have mutually agreed to a Regulatory Restructuring Reduction Option pursuant to Section 42 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

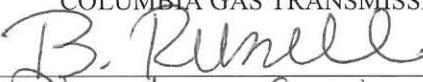
Yes  No (Check applicable blank) Shipper has a contractual right of first refusal equivalent to the right of first refusal set forth from time to time in Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

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  Service Agreement No.  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.

Hayden Harper WV, LLC  
By   
Title Brett McDonough  
Authorized Representative  
Date 3/19/12

COLUMBIA GAS TRANSMISSION, LLC  
By   
Title Director, Cust Services  
Date 3/27/12  
