

Transmission Interconnect Agreement

THIS AGREEMENT is made and entered into as of this ___ day of _____ 20___, by and between **[[Contract_Hdr_udf_legal_entity]]**, having its headquarters located at **[[Contract_Hdr_udf_eqt_principle_address]]** (hereinafter referred to as "Company"), and **[[Contract_Hdr_udf_customer_legal_name]]**, the interconnecting party, with its headquarters located at **[[ContractorAddress]]**, **[[ContractorCity]]**, **[[ContractorState]]** **[[ContractorZip]]** (hereinafter referred to as "Customer"). Company and Customer are also referred to herein individually as a "Party" and collectively as the "Parties".

WITNESSETH

WHEREAS, Company transports natural gas through its pipeline facilities pursuant to its Gas Tariff; and,

WHEREAS, Customer and Company desire to enter into an agreement for the installation, operation and maintenance of an additional Receipt Point or Delivery Point on Company's interstate pipeline facilities.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and with the intent to be legally bound hereby, Company and Customer agree that, unless otherwise specifically noted, Company and Customer will perform the functions and assume the responsibilities as detailed and provided by this Agreement.

ARTICLE I
DEFINITIONS

1.01 **Definitions.** For the purposes of this Agreement, the following terms, when capitalized herein, shall have the meanings set forth below:

- (a) **"Authorizations"** means any and all approvals, permits, licenses, franchises, or other authorizations required by any federal or state governmental authority which are necessary for the performance of a Party's obligations hereunder.
- (b) **"Btu"** means a British Thermal Unit.
- (c) **"Construction and Installation Fee"** means a fee charged to Customer for the actual time, labor, tools, materials, equipment and overhead expenses for the development, design and construction activities relative to completing the facilities contemplated by this Agreement.
- (d) **"Dekatherm"** shall mean one million (1,000,000) Btu's or one MMBtu.
- (e) **"Delivery Point"** means the point of interconnection from the Company to the Customer as set forth in the Appendices attached hereto as amended from time to time.
- (f) **"Equitrans' Tariff"** means the FERC Gas Tariff, Original Volume No. 1, of Equitrans, L.P. as approved by the FERC.
- (g) **"FERC"** means the Federal Energy Regulatory Commission or any successor federal agency that regulates, or has the authority to regulate, the transportation of Gas in interstate commerce by pipeline.
- (h) **"Gas"** means a mixture of hydrocarbon and non hydrocarbon gases that satisfies the requirements set forth in the applicable Company Tariff.
- (i) **"Interconnect"** means the point(s) of interconnection between the Customer and the Company as set forth in the Appendices attached hereto as amended from time-to-time.
- (j) **"MMBtu"** shall mean one million (1,000,000) Btu's or one Dekatherm.
- (k) **"Receipt Point"** means the point of interconnection from the Customer to the Company as set forth in the Appendices attached hereto as amended from time to time.

ARTICLE II
GENERAL REPRESENTATIONS AND WARRANTIES

2.01 **General Representations and Warranties.** Customer makes the following general representations and warranties:

- (a) Customer is duly organized, validly existing, and in good standing under the laws of the state in which it is organized and/or has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder;
- (b) Customer holds all necessary corporate authorizations and by the execution and delivery of this Agreement will not violate its Articles of Incorporation or any applicable laws or regulations;
- (c) There is no litigation, investigation, administrative proceeding or other action existing, pending, or threatened that would materially adversely affect the ability of Customer to fulfill its obligations under this Agreement; and

- (d) Customer's signatories possess authority to execute this Agreement such that a legal, valid, and binding obligation enforceable against Customer is created.

ARTICLE III

PURPOSE AND PROCEDURES FOR APPROVAL, INSTALLATION AND ACTIVATION OF FACILITIES

- 3.01 **Agreement.** This Agreement establishes the general terms and conditions under which Customer and Company will provide for the proper design, installation, operation, maintenance and cost responsibility of an Interconnect for the receipt of Gas into, or the delivery of Gas from, Company's pipeline system. Neither Customer nor Company shall flow natural gas through the Interconnect until such time as this Agreement and the required Appendices are fully executed.
- 3.02 **Application.** Customer shall provide accurate information to Gatherer in conjunction with any request for a proposed Interconnect which shall include (i) the location of the proposed Interconnect, (ii) the proposed maximum allowable operating pressure of the Interconnect, (iii) the desired date for completion of the Interconnect, (iv) the Customer's estimated maximum, minimum and average amount of gas to be delivered through the Interconnect on a daily basis and (v) the Customer's estimated maximum, minimum and average delivery/receipt pressure through the Interconnect.
- 3.03 **Design Specifications.** Customer shall submit to Gatherer complete design specifications for the proposed Interconnect prior to construction of any facilities. Customer agrees to make those changes to such design and construction plans as Gatherer, in its reasonable discretion, believes are necessary for the safe and reliable delivery of gas into Gatherer's facilities. If the proposed Interconnect is approved, the Gatherer shall respond in writing as to the acceptability of the detailed design by returning one set of drawings noted as "APPROVED". If the proposed Interconnect request is initially denied but could be approved with modifications to the design of the Interconnect Facilities, Gatherer shall provide recommendations to Customer.
- 3.04 **Installation.** Scheduling of installation must be coordinated with the Company. No construction shall commence until Customer has satisfied all of its prerequisite obligations under this Agreement and Company has notified Customer, in writing, that construction may commence.
- 3.05 **Activation of Facilities.** Activation of the Interconnect shall be contingent upon readiness of Company's gas control department as well as completion of installation as specified and agreed upon by and between Company and Customer.
- 3.06 **Appendices.** Customer and Company may utilize this Agreement as a vehicle for establishing multiple Interconnects between the Company's pipeline system and Customer's facilities. The specifications for each individual Interconnect will be established in separate appendices (hereinafter "Appendix" or "Appendices.")
- 3.07 **Appendices as Part of Agreement.** The entire agreement between the Parties shall include those provisions contained in this agreement and any effective Appendices (collectively "Agreement"). Each Appendix shall be executed by duly authorized representatives of Company and Customer to signify acceptance of the terms and conditions set forth therein. Each duly executed Appendix is hereby incorporated into and made a part of this Agreement. In the event of a conflict between the terms of any Appendix and the terms of this Agreement, the terms of the Appendix shall govern.

ARTICLE IV

INTERCONNECT FACILITIES

- 4.01 **Interconnect Facilities.** The Interconnect shall be comprised of equipment which includes (i) electronic gas measurement and communications equipment, (ii) gas quality monitoring equipment, (iii) gas measurement facilities, (iv) overpressure protection, (v) a corrosion coupon tap, (vi) certain interconnect piping facilities including a check valve and an insulated/welded tie-in connection and (viii) such other facilities as may be required by the Company (collectively "Interconnect Facilities") at the interconnection between Customer's and Company's facilities. The Interconnect Facilities shall be designed, installed, operated, maintained and owned by Company, Customer or Customer's designee as set forth in Appendix A. The minimum engineering and technical specifications for the Interconnect Facilities are further detailed in Appendix B. All costs associated with the Interconnect Facilities shall be the Customer's responsibility, unless waived by Company, and any such costs paid by Company shall be reimbursed by Customer through the Construction and Installation Fee.
- 4.02 **Debris and Obstructions.** Customer's facilities shall be cleared of all debris and obstructions before they are connected to Company's facilities.
- 4.03 **Maintenance and Identification.** Customer is responsible, and shall assume the initial costs, for landscaping, sign posting, painting, and final, post-construction cleanup at and around the Interconnect Facilities. A meter set identification sign shall be posted at each location. The sign shall, at a minimum, list the name of the Customer, the telephone number (including area code) where the Interconnect operator can be reached at all times, and the Customer's address. The letters must be at least one inch (1") high with one-quarter inch (1/4") stroke. The information must be written legibly on a background of sharply contrasting color.
- 4.04 **Pipeline Safety.** The Interconnect Facilities shall be installed, operated and maintained in accordance with 49 CFR Part 192. All piping, fittings, and materials associated with Interconnect Facilities shall be consistent with the requirements of 49 CFR Part 192 and industry standards.
- 4.05 **As-built Drawings.** Customer shall develop an "as-built" location drawing of the Interconnect Facilities. For Receipt Points the "as-built" drawing shall include all facilities from the inlet side of the gas measurement facilities to the tie-in with Company's pipeline facilities. For Delivery Points the "as-built" drawing shall include all facilities from the tie-in with the

Company's pipeline facilities to the outlet side of the gas measurement facilities. This detailed drawing shall include centerline measurements, valve, regulator, meter identification, pipe size(s) and type(s), and telemetering details. Customer shall provide a copy of this drawing (AutoCAD format) to the Company for review and approval prior to activation of Interconnect Facilities.

4.06 **Telemetry.** The electronic gas measurement and communications equipment installed as part of the Interconnect Facilities shall include equipment for monitoring, recording, and transferring data deemed essential by Company. Customer shall acquire, install and pay for the on-going operating expenses for the electronic gas measurement and communications equipment to provide Company, at a minimum, real-time information related to pressure, temperature, gas flow and gas quality (i.e., chromatograph). Company shall specify the type of equipment to be provided by Customer.

ARTICLE V COMPANY'S FACILITIES

5.01 **Company's Facilities.** Company shall own, and Company or its designee shall design, install, operate and maintain, a tap and side valve connecting Company's facilities to the Interconnect Facilities as more specifically described in Appendix A. The Interconnect Facilities shall extend to within three feet (3') of the Company's line unless otherwise approved by Company.

ARTICLE VI INTERCONNECTION OPERATIONS

6.01 **Commencement of Operation.** Customer shall notify Company, in writing, when the Interconnect is complete, tested and ready for activation. Unless otherwise indicated, receipts and/or deliveries of Gas at the Interconnect may commence as soon as all Authorizations have been granted, the necessary facilities have been constructed, the requisite documents have been submitted and Customer has satisfied the terms and conditions of this Agreement. Company shall be responsible for the coordination, installation, testing, and physical final tie-in to the Company's pipeline system. Company shall develop, coordinate, and oversee all operations associated with purging the meter set and piping into service. All such tie-in activities shall be the Company's responsibility, unless waived by Company, and any such costs paid by Company shall be reimbursed by Customer through the Construction and Installation Fee.

6.02 **Transportation Obligations.** Company will receive natural gas from Customer, or deliver natural gas to Customer, as the case may be, at the Interconnect in accordance with the applicable Company Tariff, as amended from time-to-time, provided that all shippers utilizing the Interconnect, including Customer, if applicable, have entered into valid transportation agreements with Company.

6.03 **Gas Control and Balancing.** In an effort to keep total deliveries in balance on a daily basis, all gas flowing through the Interconnect shall be received or delivered, as the case may be, pursuant to the balancing, operational and measurement provisions found in the applicable Company Tariff, as modified from time-to-time.

6.04 **Environmental Responsibility.** Each Party represents that no hazardous substance as that term is defined in the Federal Comprehensive Environmental Response Compensation Liability Act (CERCLA), petroleum or petroleum products, "asbestos material" as that term is defined in 40 CFR 61.41 (1987), polychlorinated biphenyls (PCBs), or "solid waste" as that term is defined in the Federal Resource Conservation Recovery Act (RCRA), will be leaked, spilled, deposited or otherwise released by either Party on the other Party's property. In the event that any of said above referenced materials are discovered on said property, each Party shall immediately notify the other Party of the discovery and existence of said materials. In the event of either Party's breach of the representations contained in this section, the full responsibility for the handling, remediation, treatment, storage or disposal of any such hazardous substance, petroleum or petroleum product, asbestos material, PCBs or solid waste discovered on said property, including the handling of such materials in compliance with all environmental laws including federal, state and local laws, rules and regulations, shall remain with such Party and such Party shall indemnify the other Party for any loss, injury, theft, damage to persons or property, or fines, penalties or compliance order issued by any governmental agency relating to pollution or protection of the environment including without limitation, laws and regulations relating to emissions, discharges, releases or threatened releases of chemicals, pollutants, contaminants, waste petroleum, toxic substances and hazardous substances occurring on said property. This section shall survive the termination of this Agreement.

6.05 **Maintenance Record keeping.** Company shall have the right to periodically inspect Customer's records and the Interconnect Facilities to verify that all operating and maintenance functions are being performed effectively. If Customer cannot provide adequate documentation or if Customer's operating and maintenance procedures are inadequate as determined by Company, Customer will have seventy-two (72) hours to produce proper documentation and/or revise inadequate procedures. If, after the seventy-two hour period, documentation is not provided and/or procedures are not modified, Company retains the right to take further action as it deems necessary including the right to shut-in the facility until adequate documentation/procedures have been verified and secured.

6.06 **Facility Improvements.** Company retains the unilateral right to change the operations of its facilities and/or upgrade its system. Such operational changes may require the adjustment and/or addition of equipment and facilities by the Customer in order to maintain delivery of gas volumes. The cost of any such adjustment and/or addition of equipment and facilities requirements will be borne entirely by the Customer.

6.07 **Shut In.** Company retains the unilateral right to immediately shut in or cause Customer to shut in any Interconnect which in the Company's sole judgment, threatens the integrity and safe operation of Company's system.

6.08 **Notice of Repairs.** The Company shall be notified of any and all repairs or changes to the Interconnect facilities. Customer shall advise Company in writing at least fifteen calendar (15) days before taking the Interconnect Facilities out of service for repairs for more than seven calendar (7) days. After Customer has completed all repairs, Customer shall immediately reconnect the Interconnect Facilities to Company's pipeline system and resume service, subject to ten (10) days' advance notification to Company.

6.09 **Facilities Abandonment.** In the event Company should ever abandon, retire or cease to operate, in whole or in part, facilities used to transport Gas, Company may, in its sole discretion, and without further obligation, terminate this Agreement upon at least sixty (60) days' written notice to Customer.

ARTICLE VII TERM

7.01 **Term.** This Agreement shall become effective upon its execution by both Company and Customer and continue in full force and effect for a period of one (1) year ("Primary Term"). Unless terminated by either Party at least thirty (30) days prior to the end of the Primary Term or any subsequent renewal term, this Agreement shall continue on a month-to-month basis. The obligations of Customer to indemnify Company, and Company to indemnify Customer, pursuant hereto shall survive the termination or cancellation of this Agreement and the Appendices.

7.02 **Low Volume.** Company shall have the right to terminate this Agreement upon sixty (60) days advance written notice to Customer if Gas has not flowed for the previous period of twelve (12) consecutive months, or if Company or its designee has caused the Interconnect Facilities to be disconnected or removed.

7.03 **Disconnection.** In the event either Party desires to disconnect its facilities from the other, the initiating Party shall tender not less than sixty (60) days advance written notice to the other Party of such intent, and upon such disconnection of facilities, this Agreement shall terminate. The Parties agree that such disconnection shall not occur during the Primary Term, unless agreed to by both Parties or mandated by governmental action. Each Party shall be responsible for all costs of abandonment and/or removal of their respective facilities. Any disconnection shall be in accordance with the requirements of any regulatory agency having jurisdiction.

ARTICLE VIII BILLING AND PAYMENT

8.01 **Quantities Deemed Conclusive.** The Company's statement of the total quantity of Gas received by or deliver to Customer during any month shall be deemed conclusive unless Customer forwards an objection to Company in writing within sixty (60) days after the receipt of Company's statement.

8.02 **Separate Agreements For Gas Deliveries.** Customer agrees to execute all applicable gas delivery agreements (including meter site and compression agreements) with Company prior to delivering gas into Company's pipeline system.

8.03 **Withholding Payments.** In the event of any adverse claim to or against the proceeds of this Agreement or any Gas transported under this Agreement, or any part thereof, or against the proceeds of any other contract that Company has with Customer, is made by any person, Company may refuse to receive or deliver Gas under this Agreement, as the case may be, until the dispute is settled by agreement between Customer and such adverse claimant or by a final decree of a court of competent jurisdiction.

ARTICLE IX OPERATIONAL and MAINTAINENCE COSTS TO BE BORNE BY CUSTOMER

9.01 **Gas Quality and Monitoring Costs.** Customer shall be solely responsible for all costs and charges associated with monitoring, ensuring and maintaining the quality of Gas delivered to Company at its Receipt Points including, but not limited to, the costs of installing and maintaining compressors, regulators, dehydration units, filters, gas chromatography, odorizers, telemetry, liquid separators, on-line dew point testers, corrosion coupon taps, other gas quality testing costs and all costs associated with quality remediation. Company shall have access to facilities and all devices and shall have the right, but not the obligation, to operate such facilities and devices.

9.02 **Customer Facilities Costs.** Customer shall be solely responsible for all costs and charges associated with monitoring, ensuring and maintaining the safe and reliable operation of pipeline, measurement, compression, regulation, dehydration and any other appurtenant facilities, which are (i) upstream of the Receipt Point and/or (ii) downstream of the Delivery Point, as the case may be. Company reserves the right to refuse receipts and/or deliveries through the Interconnect if Company, in its sole judgment, deems the operation of these facilities to be unacceptable.

ARTICLE X FAILURE TO PERFORM

10.01 **Suspension.** If Customer fails to comply with any of the covenants contained in this Agreement, Company may refuse to allow Gas to flow through the Interconnect until in Company's sole opinion, Customer is fully complying with all of the terms and conditions of this Agreement. Company, in its sole judgment, shall have the right to shut-in the Interconnect immediately if equipment is not operating properly, an overpressure condition exists, design limitations are exceeded, or safe operating conditions are compromised. Furthermore, Company has the right to keep the Interconnect shut-in until the Customer makes the necessary provisions to rectify the situation. If the abnormal conditions repeatedly arise, Company has the right to shut-in the Interconnect indefinitely, and/or terminate this Agreement.

If, in Company's judgment, the Customer has tampered with the measurement equipment so as to misrepresent the actual volume of gas delivered through the Interconnect, Company has the right to immediately shut-in the Interconnect. The Interconnect will remain shut-in until Company and Customer reach an agreement as to the most accurate volume of gas delivered during the period in question. If Company determines that measurement equipment has been tampered with, Company has the right to shut-in the Interconnect indefinitely and terminate this and any other Agreement(s) with Customer. Customer shall reimburse Company for the costs relative to such damage and for any related costs which Company may incur, including payments made by Company to other affected customers in settlement of claims arising out of such service. To the extent any damages required to be paid hereunder are liquidated, the parties acknowledge that the damages are difficult or impossible to determine, otherwise obtaining an adequate remedy is inconvenient and the liquidated damages constitute a reasonable approximation of the harm or loss.

If litigation results from any dispute between Customer and Company, Company may pay any money withheld under this Agreement to a court of competent jurisdiction without any further liability, or may interplead all claimants, including Customer. Customer shall reimburse Company for all costs incurred associated with such litigation, including, but not limited to, attorneys' fees.

10.02 **Damages.** IN NO EVENT WILL EITHER PARTY BE RESPONSIBLE, EITHER UNDER THIS **ARTICLE X** OR UNDER ANY OTHER TERM OR PROVISION OF THIS AGREEMENT, FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.

10.03 **Indemnity.** Customer agrees to indemnify Company and save it harmless from all suits, actions, debts, accounts, damages, costs, losses, liabilities and expenses arising from or out of claims of title, personal injury or property damage from any or all persons to said Gas or other charges. Company agrees to indemnify Customer and save it harmless from all suits, actions, debts, accounts, damages, costs, losses, liabilities and expenses arising from or out of claims regarding payment, personal injury or property damage from any or all persons to said Gas or other charges.

ARTICLE XI

PRESSURE, GAS QUALITY AND HEATING VALUE FOR RECEIPT POINTS

11.01 **Regulation.** Company may require regulation and shall require over-pressure protection at the Receipt Point(s) under this Agreement. Such regulation shall deliver pressures suitable to pressures in Company's pipeline system. Company shall specify and/or approve the type of regulators to be used and shall specify, pressure ranges, and operating settings. All cost associated with such equipment, including installation costs, shall be the Customer's responsibility and any such costs paid by Company shall be reimbursed by Customer through the Construction and Installation Fee.

11.02 **Compression.** Customer shall not use any mechanical means or accessory equipment to pump or compress Gas to aid its delivery into Company's pipeline system without the express written consent of Company. Customers utilizing compression upstream of the meter set shall meet, at a minimum, the following safety criteria:

Compressor units must have low-pressure shutdown controls on the suction of the compressors to preclude drawing air into the system. If the Customer desires to operate the suction system with less than a two (2) psig minimum inlet pressure, an oxygen sensor shall be installed on the inlet of the suction line so as to automatically shut down the system when oxygen is detected at levels which exceed those permitted by the applicable Company Tariff.

11.03 **Pressure in Company's System.** Company makes no representations concerning the pressure which will be maintained in its pipeline system from time-to-time or any other factors which may affect the quantity of Gas which Customer may be able to deliver to Company. Company has the right to upgrade, when necessary, pipeline operating pressures with no obligation to Customer other than providing notification of such matters.

11.04 **Gas Quality.** All gas delivered through the Receipt Point into Company's pipeline system shall at all times meet or exceed the Company's gas quality specifications set forth in the applicable Company Tariff. Before Company permits any flow of any amount of gas into its system, Customer shall provide Company with a certified gas analysis from a Company-approved agency denoting that the gas proposed from the Customer Receipt Point meets and/or exceeds those requirements as set forth in the applicable Company Tariff.

11.05 **Temperature.** Gas delivered through the Receipt Point into Company's pipeline system shall not exceed 100° F. Gas having a temperature greater than 100° F may be delivered into Company's pipeline system only upon prior written approval by Company.

11.06 **Monitoring.** After initial deliveries are received, Company reserves the right to periodically sample gas, or require Customer to acquire and install continuous, on-line monitoring equipment, at the facility in order to validate the gas quality. If the analysis indicates that Company gas quality specifications are not met, Company has the right to shut off the deliveries indefinitely until the Customer makes the necessary provisions to fully comply with the gas quality requirements and/or penalize Customer for non-conformance of this requirement.

11.07 **Gas Taken and Co-mingled.** Company shall accept Gas taken and measured from the Receipt Point in accordance with this Agreement and the applicable Company Tariff. Such Gas shall be taken in its natural state, except as otherwise provided in this Agreement, subject to any modification thereof required by this Agreement, at the pressure of the Gas flowing from Customer's facilities and discharging into Company's pipeline system, against the varying pressures from time to time maintained therein.

ARTICLE XII
MEASUREMENT FACILITIES

12.01 **Measurement Facilities.** Gas transported through the Interconnect shall be measured at a site satisfactory to Company. The measurement facilities shall be read by Company in accordance with the applicable Company Tariff. The measurement facilities shall be designed, installed, operated, maintained and owned by (i) Company, (ii) Customer or (iii) Customer's designee as set forth in Appendix A. The minimum engineering and technical specifications for measurement facilities are further detailed in Appendix B.

12.02 **Pipeline Safety.** Customer agrees to operate, maintain, test, and repair the meter set as a prudent operator in accordance with 49 CFR Part 192, any and all applicable state regulatory regulations and requirements, and all other applicable industry codes and standards at Customer's expense.

12.03 **Measurement Site Access.** Customer shall provide Company with the necessary rights-of-way, permits, and related surface rights including the rights of ingress, egress and regress necessary to access the Interconnect Facilities. Customer shall also provide, if required, a right-of-way necessary for the tie-in of Interconnect Facilities to Company-owned facilities that is free of all costs and from all claims and liabilities for damages arising out of installation or the construction of the facility. Customer and Company must agree beforehand to the location of the meter set and final tie-in location. The meter set shall be readily accessible, located in an area that is not susceptible to vehicular or other damage but as near as practical to the final tie-in point, and be enclosed within a locked fence or building. All costs associated with Customer's obligations under this section shall be the Customer's responsibility and any such costs paid by Company shall be reimbursed by Customer through the Construction and Installation Fee. To the extent that Company is at any time required to pay for such rights-of-way or such costs or claims or liabilities, then such amounts and related expenses shall be reimbursed by Customer.

12.04 **Meter Calibration and Accuracy.** Any issues related to meter calibration and/or accuracy shall be resolved in accordance with the applicable Company Tariff.

12.05 **Low Volumes for Receipt Points.**

- (a) In the event that Customer does not deliver to Company an average of **five hundred (500) Dekatherms of Gas per Day** at each Receipt Point, during any ninety (90) consecutive day period, then Company may, at its sole discretion, terminate the agreement as it relates to such receipt points by giving Customer notice in writing thirty (30) days prior to the effective date of termination.
- (b) In the event that the amount of Gas passing through any Receipt Point is less than the facility minimum design requirements for accurate measurement, Company has the right to shut-in service from Customer until (i) Customer has provided adequate supply to meet such design requirements and has proven to Company that such volumes exist, and/or (ii) the metering and related facilities have been redesigned and installed for effectively and efficiently measuring the revised volumes within the accuracy allowed and required by Company.

ARTICLE XIII
REGULATORY APPROVALS

13.01 **Initial Regulatory Filing Requirements.** Both Company and Customer are responsible for identifying and obtaining any governmental and/or regulatory approvals that may be required for construction and operation of the facilities contemplated by this Agreement. During review of application by Customer, Company shall determine any such requirements. During that time Company shall also determine the most appropriate Party for preparing, submitting and negotiating any and all such filings. Any and all expenses related to the preparation, submittal and negotiation of filings shall be borne by Customer.

13.02 **Change in Regulation Results in Material Adverse Effect.** If the FERC or any other governmental agency, whether state or federal, takes any action or issues any determination that directly or indirectly results in a material adverse change to any provision of this Agreement, then the materially adversely affected Party (hereinafter "Affected Party") may either:

- (a) continue to fulfill its obligations under this Agreement as altered by the change in regulation; or
- (b) seek to renegotiate the affected terms of this Agreement by giving notice to the other Party within thirty (30) days of the material adverse change. If the Affected Party elects to renegotiate the terms of this Agreement, both Parties shall be obligated to renegotiate in good faith.

ARTICLE XIV
ASSIGNMENT

14.01 **Assignment of this Agreement.** This Agreement shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of the respective parties hereto, and the covenants, conditions, rights and obligations of this Agreement shall run for the full term of this Agreement. No assignment of this Agreement, in whole or in part, will be made without the prior written consent of the non-assigning party, which consent will not be unreasonably withheld or delayed; provided, either party may transfer its interest to any parent or affiliate by assignment, merger or otherwise without the prior approval of the other party. Upon any transfer and assumption, the transferor shall not be relieved of or discharged from any obligations hereunder.

**ARTICLE XVI
CREDITWORTHINESS**

15.01 **Remedies.** Company may (i) suspend operations at the Interconnect or (ii) terminate this Agreement, in the event that Customer is or has become insolvent or fails within a reasonable period to demonstrate creditworthiness, or in the event Customer develops a poor credit history with respect to any service provided by Company or as established by a reliable reporting agency.

15.02 **Assurances.** As a demonstration of Customer's creditworthiness and as security in respect of any remedy afforded Company under this Agreement or under any provision of law, Customer agrees to provide Company, prior to the effective date of this Agreement, and to keep in force throughout the term of this Agreement, any of one of the following:

- (a) A security deposit in the amount of ten thousand dollars (\$10,000), to be held in a non-interest bearing account by Company;
- (b) An irrevocable letter of credit in a form acceptable to Company bearing a face amount of ten thousand dollars (\$10,000);

(b) At Company's discretion, a copy of the most recent audited financial statements of Customer (or of a guarantor of Customer's performance hereunder) showing a net worth in excess of thirty thousand dollars (\$30,000), or a copy of the most recent unaudited financial statements of Customer (or of a guarantor of Customer's performance hereunder) showing a net worth of at least forty thousand dollars (\$40,000), in which event, Customer shall also provide Company with evidence of its ownership of unencumbered assets valued, in the aggregate, in excess of ten thousand dollars (\$10,000) in each state in which Customer conducts any business.

15.03 **Credit Update.** Company reserves the right to require Customer to establish or demonstrate its creditworthiness, from time to time, during the term of this Agreement.

**ARTICLE XVII
NOTICE**

16.01 **Notices.** Following execution and activation of this Agreement, all communications, invoices and payments ("Notices") required hereunder may be sent by facsimile, a nationally recognized overnight courier service, hand delivered or via first class mail.

[[Contract_Hdr_udf_legal_entity]]
[[Contract_Hdr_udf_eqt_principle_address]]

Attention: T & E Department
Phone: 412-395-2604
Facsimile: 412-395-3347
Email: T&ENotify@eqt.com

[[Contract_Hdr_udf_customer_legal_name]]
[[Contract_Hdr_udf_notices_address]]

Attention: [[Contract_Hdr_udf_notices_attention]]
Phone: [[Contract_Hdr_udf_notices_phone]]
Facsimile: [[Contract_Hdr_udf_notices_facsimile]]
Email: [[Contract_Hdr_udf_notices_email]]

16.02 **Receipt of Communications.** Any notice required or permitted under this Agreement shall be in writing. Notice shall be deemed to have been received (i) when transmitted by facsimile ("FAX") transmission, upon the sending Party's receipt of its facsimile's confirmation thereof, (ii) when sent by overnight mail or courier, on the next business day after it was sent or such earlier time as is confirmed by the receiving Party, (iii) when delivered by hand, at the time it is delivered to an officer or to a responsible employee of the receiving Party and (iv) when delivered via First Class Mail, two (2) business days after mailing. Any FAX communication shall be promptly confirmed by mail. Either Party may change its address, telephone number, or FAX number at any time by promptly giving notice of such change to the other Party. Either Party may modify any notice information specified above by written notice to the other Party.

**ARTICLE XVII
MISCELLANEOUS**

17.01 **Subjugation.** The provisions of the applicable Company Tariff applicable to the relationship between Customer and Company, and any revisions thereof that may be made effective hereafter, are hereby made applicable to and part hereof by reference.

17.02 **Choice of Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, without regard to the State's conflict of laws principles. This Agreement shall be deemed to have been executed in Pennsylvania.

17.03 **Construction of this Agreement.** No presumption shall operate in favor of or against either Party as a result of any responsibility either Party may have had for drafting this Agreement.

17.04 **Execution.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. As used herein, the singular of any term shall include the plural.

17.05 **Captions.** The article and section captions of this Agreement are for purposes of reference only and shall not affect the meaning of any provision of this Agreement.

17.06 **Amendments.** This Agreement may only be amended or modified by written instrument signed by the duly authorized representatives of Customer and Company.

17.07 **Severability.** If any provision of this Agreement is held by any court of competent jurisdiction to be illegal, invalid, unenforceable, or in conflict with any law of the Commonwealth of Pennsylvania, the validity of the remaining provisions of this Agreement shall not be affected, and the rights and obligations of the Parties shall continue in full force and effect to the full extent permitted by law. If any provision of this Agreement is held invalid, illegal, unenforceable or in conflict with any Pennsylvania law, the Parties shall meet promptly and negotiate in good faith a replacement provision to effectuate the intent of the Parties.

17.08 **Confidentiality.** This Agreement and all notices, statements, correspondence, and other communications or documents relating to the negotiation and administration of this Agreement are non-public, confidential, and proprietary ("Proprietary Information"). Each Party shall keep such Proprietary Information strictly confidential for a period ending two (2) years after the expiration or termination of this Agreement, except as may be required to comply with any statute or order of a court or government agency having subject matter jurisdiction, the Parties shall not disclose, reveal or divulge any Proprietary Information to any person or entity without the prior written consent of the other Party.

17.09 **Audits.**

- (a) **Accounting Audits:** Company shall have the right to audit Customer's accounting records and other documents relating to materials delivered by or on behalf of Customer for Company's account for any calendar year within the twenty-four (24) month period following the end of such calendar year. This provision shall continue in full force and effect for a period of twenty-four (24) months from the effective date of termination of this Agreement.
- (b) **Field Audits:** Customer gives Company permission to periodically come onto Customer's property in order to audit the facility. Permission for ingress/egress includes personnel, vehicles, and other equipment deemed necessary by Company. Company has permission to perform all operating and maintenance functions associated with verifying the integrity and functionality of equipment, piping, and appurtenances. If, in Company's judgment, modifications are necessary in order to assure proper operation of the equipment, Company has permission to remove and/or replace pipe, fittings, and equipment at the Company's discretion and at the expense of the Customer.

17.10 **Waiver.** Any waiver by either Party of performance due by the other Party under the terms of this Agreement shall not operate as a waiver of any or all of such Party's rights with respect to all prior or subsequent obligations of the other Party.

17.11 **Entire Agreement.** This Agreement, as amended from time to time, constitutes the entire agreement between the Parties and supersedes all previous offers, negotiations, understandings and agreements between the Parties with respect to the subject matter hereof. There are no agreements, modifications, conditions or understandings, written or oral, expressed or implied, pertaining to the subject matter of this Agreement which are not contained in this Agreement.

IN WITNESS WHEREOF, Company and Customer have duly executed this Agreement to be effective as of the day and year first written above.

[[Contract_Hdr_udf_legal_entity]]

[[Contract_Hdr_udf_customer_legal_name]]

Signature: _____

Signature: _____

Name: [[Contract_Hdr_udf_eqt_signatory]]

Name: _____

Title: [[Contract_Hdr_udf_eqt_signatory_title]]

Title: _____

Date: _____

Date: _____

**TRANSMISSION INTERCONNECT AGREEMENT
Site Specific Data and Facility Responsibility Matrix
Appendix A**

This Appendix A is a part of the **Transmission Interconnect Agreement** (“Agreement”) made and entered into on the ____ day of _____, 20__ by and between **[[Contract_Hdr_udf_customer_legal_name]]** ("Customer") with offices at **[[ContractorAddress]]**, **[[ContractorCity]]**, **[[ContractorState]]** **[[ContractorZip]]**, and **[[Contract_Hdr_udf_legal_entity]]**, with offices at **[[Contract_Hdr_udf_eqt_principle_address]]** ("Company"). This Appendix A, in conjunction with the Agreement, provides for the establishment of a new point of interconnection on Company’s system. In this Appendix, Company and Customer are also referred to herein individually as a "Party" and collectively as the "Parties."

1.01 **Specifications.** Customer shall follow the “Minimum Engineering & Technical Specifications for Interconnect Facilities” set forth in Appendix B in designing and installing the proposed Interconnection Facilities. In addition to the minimum design specification and operating parameters set forth in Appendix B, the following specifications shall be followed:

- (a) **Maximum Allowable Operating Pressure (“MAOP”).** The Company’s MAOP at the point of interconnect into line No. **[[Contract_Hdr_udf_meter_tap_pipeline_number]]** is currently **[[Contract_Hdr_udf_maop]]** psig. Accordingly, all Interconnection Facilities shall be designed with a **[[Contract_Hdr_udf_min_design_pressure]]** psig minimum design pressure and ANSI **[[Contract_Hdr_udf_rated_fittings]]** rated fittings.
- (b) **Receipt/Delivery Point Data:**

Meter I.D. Number	
Farm Name	[[Contract_Hdr_udf_meter_tap_site_name]]
Well API Numbers	[[Contract_Hdr_udf_well_API_numbers]]
Location Nearest Street Address	[[Contract_Hdr_udf_nearest_street_address]]
Location County and Township	[[Contract_Hdr_udf_meter_tap_county]] , [[Contract_Hdr_udf_meter_tap_township]]
Location GPS Coordinates (Longitude, Latitude)	[[Contract_Hdr_udf_gps_location_long]] , [[Contract_Hdr_udf_gps_location_lat]]
Desired Completion Date	[[Contract_Hdr_udf_desired_completion_date]]

Receipt by / Delivery by	[[Contract_Hdr_udf_receipt_delivery_by]]
Maximum Allowable Operating Pressure	[[Contract_Hdr_udf_maop]] PSIG
Set Operating Pressure	[[Contract_Hdr_udf_set_operation_pressure]] PSIG
Volumes	[[Contract_Hdr_udf_estimated_volume_day]] Mcf/Day

- (c) **Responsibility for Interconnect Facility Equipment.** The following table establishes the design, construction, operation, maintenance and cost responsibility for certain aspects of the Interconnect Facilities. All of the following design specifications designated as the Customer’s responsibility shall be incorporated into the design and construction of the Interconnect Facilities at Customer’s sole cost.

drawing (AutoCAD format) to the Company for review and approval prior to activation of Interconnect Facilities.

2.01 **Construction and Installation Fee.** Customer shall pay Company a Construction and Installation Fee in the amount of \$[[Contract_Hdr_udf_construction_fee]] . Fee to be paid prior to Company beginning design and construction of interconnect. Fee includes one site visit to commission the metering equipment, if additional site visits are necessary they will be will be bill at \$500.00 per visit.

3.01 **Annual Interconnect Operating Fee.** Customer shall pay Company an Annual Interconnect and Maintenance Fee in the amount of \$[[Contract_Hdr_udf_annual_maintenance_fee]] per meter. Payment is due prior to January 31 each year. The Customer will be required to pay a prorated share of the maintenance fee for the first year prior to flow.

IN WITNESS WHEREOF, Gatherer and Customer have duly executed this Appendix A, complete with any necessary attachments and as noted above, on this ___ day of _____, 20__.

[[Contract_Hdr_udf_legal_entity]]

[[Contract_Hdr_udf_customer_legal_name]]

Signature: _____

Signature: _____

Name: [[Contract_Hdr_udf_eqt_signatory]]

Name: _____

Title: [[Contract_Hdr_udf_eqt_signatory_title]]

Title: _____

Date: _____

Date: _____

**Transmission Interconnect Agreement
Minimum Engineering & Technical Specifications
for Interconnect Facilities
Appendix B**

This Appendix B is a part of the **Transmission Interconnect Agreement** ("Agreement") made and entered into on the ____ day of _____, 20__ by and between **[[Contract_Hdr_udf_customer_legal_name]]** ("Customer") with offices at **[[ContractorAddress]]**, **[[ContractorCity]]**, **[[ContractorState]]** **[[ContractorZip]]**, and **[[Contract_Hdr_udf_legal_entity]]**, a Division of EQT Corporation, with offices at **[[Contract_Hdr_udf_eqt_principle_address]]** ("Company"). This Appendix B, in conjunction with the Agreement, contains the minimum engineering and technical specifications for the establishment of a new point of interconnection on Company's system. In this Appendix, Company and Customer are also referred to herein individually as a "Party" and collectively as the "Parties."

**ARTICLE I
DESIGN OF INTERCONNECT FACILITIES**

1.01 **General.** Customer shall be responsible for all aspects of the design and construction of the Interconnect, unless specifically noted otherwise by Company. All design and construction shall comply with 49 CFR 192 "Transportation of Natural and Other Gas by Pipelines: Minimum Federal Safety Standards", and ASME B31.8 Code for Pressures Piping, Gas Transmission and Distribution Piping Systems.

1.02 **Materials.** All material and equipment furnished for the Interconnect Facilities shall be new and shall satisfy (i) the generally accepted industry standards and (ii) the specifications set forth in Appendices.

1.03 **Site/Land Acquisition**

- (a) Customer shall provide, if required, a right of way necessary for the tie-in of proposed Interconnect facilities to existing Company-owned facilities that is free of all costs and from all claims and liabilities for damages arising out of installation or the construction of the facility. Customer shall provide Company with the necessary rights-of-way, permits, and related surface rights including the rights of ingress, egress and regress necessary to access the Interconnect Facilities
- (b) Customer and Company must agree beforehand to the location of the Interconnection as well as the final tie-in location.
- (c) Customer shall satisfy itself as to the character and types of surface and subsurface materials to be encountered in construction of the Interconnect.
- (d) Customer's right-of-way shall be cleared of all debris and obstructions before the Interconnect Facilities are tied into the Company's facilities.
- (e) The Interconnect Facilities shall be readily accessible, located in an area that is not susceptible to vehicular or other damage but as near as practical to the final tie-in point, and be enclosed within a locked fence or building.
- (f) All costs associated with Customer's obligations under this section shall be the Customer's responsibility.
- (g) To the extent that Company is at any time required to pay for such rights-of-way or such costs or claims or liabilities, then such amounts and related expenses shall be incorporated within the Initial Construction and Installation payment made under this Agreement.

1.04 **Inlet Filter.** Filter/filter-separator facilities installed upstream of the Interconnect Facilities at receipt interconnects must be considered and based upon specific gas analysis.

1.05 **Freeze Prevention.** In circumstances where heavier hydrocarbons and/or water vapor may be present within the gas stream, Customer shall incorporate freeze protection measures into the design of the Interconnect Facilities. The method and design of the freeze protection measures shall be submitted to the Company for approval and no construction shall commence until such time as Customer receives written approval from Company. If Customer's freeze protection measures involve the use of natural gas for fuel, then the tap for such fuel supply line shall be made (i) upstream of the Receipt Point and/or (ii) downstream of the Delivery Point, as the case may be, such that Customer bears the costs of the fuel. Freeze protection measures which may be acceptable to Company include the following:

- (a) Catalytic heaters / heat trace - for regulator bodies
- (b) Indirect water bath heaters – for large pressure cuts and large flow volumes
- (c) All gas provided and delivered to Company shall have a temperature of no less than 45° F.

1.06 **Regulating and Overpressure Protection.** Company may require regulation and shall require over-pressure protection for Receipt Points under this Agreement. Such regulation shall deliver pressures suitable to pressures in Company's pipeline system. Company shall specify and/or approve the type of regulators to be used and shall specify, pressure ranges, and operating settings.

- (a) A primary pressure-limiting device shall be required whenever the Customer's pipeline system has the possibility of realizing pressures exceeding the Company's facility MAOP.
- (b) Overpressure protection devices shall be set such that pressures may not exceed the maximum allowable operating pressure for the facility into which Customer is delivering Gas.
- (c) Overpressure protection devices must be designed to prevent a single incident from affecting the operation of the Interconnect.
- (d) Security valves, monitor regulators, or control valves, should be used for overpressure protection.
- (e) Overpressure protection devices shall consist of a stand-alone valve operating on a pneumatic signal taken directly from the pipeline.
- (f) If pilot loaded valves are used, the pilots shall not bleed when they are not operating. Pilot bleeds should be routed to downstream piping.

1.07 **Control Values**

- (a) Control valves shall be sized using the highest flow rate compounded with the lowest delivery pressure.
- (b) Company shall approve type and brand of pressure control and over pressure protection device.
- (c) Downstream taps for pressure control valves shall be noted on detail drawings.
- (d) A pressure transducer for stations designed with telemetry may be required.

1.08 **Miscellaneous Valves and Piping**

- (a) Blowdown valves shall be installed to provide for venting of all sections.
- (b) Meter header piping shall be sized for 1.5 times the total combined area of the total meter runs
- (c) Isolation valves will be installed on either side of regulators, meters, and control valves.
- (d) Piping shall be Standard Weight unless approved otherwise by Company

1.09 **Emergency Valve**. The design and installation shall include an emergency valve (ball valve preferred) located at least twenty-five (25) lineal feet (point to point) but not to exceed fifty (50) lineal feet from the tie-in with Company's pipeline facilities. The emergency valve shall be readily accessible, easily operated, and sufficiently marked for quick identification.

1.10 **Company tie-in and tap sizing**. Company shall provide for the sizing and actual installation of tap for tie-in of interconnect to Company facilities. Customer shall provide data necessary for the sizing of the tap.

1.11 **Gas Chromatograph**. Auxiliary equipment may be required for measurement of Btu variations. Company shall have the final decision as to the type of gas analysis required. An on-line chromatograph, designed for the specific type of gas and gas content applicable to the Interconnect shall be typically required. When approved, in writing by Company Gas Control, a continuous sampler shall be required as an alternative to the on-line chromatograph.

1.12 **Dehydration**. Gas received by Company at interconnects shall contain a maximum water content of no more than seven (7) pounds per MMcf of gas. Customer shall consider the need for dehydration if water content exceeding this amount could be realized. Company has the right to discontinue and/or terminate any Agreement whereas water content of gas delivered exceeds this specified limit.

1.13 **Dew Point Tester**. When deemed necessary by Company, Customer shall incorporate an on-line dew point tester as part of the Interconnect Facilities. The unit shall be set such that any gas volumes detecting water content levels in excess of contractual specifications shall result in the automated closure of an in-line valve thereby preventing further delivery of gas into system. Valve shall remain closed until an acceptable water moisture content of the gas can be provided.

1.14 **Corrosion Coupon Tap**. When specified by Company, Customer shall provide for a 1" valve tap for installing corrosion coupons.

1.15 **Check Valve**. All interconnects shall be installed with a check valve of some type so as to assure gas flow in the direction proposed by the Agreement, unless station is specifically designed for bi-directional flows.

1.16 **Odorization**. Company may require the use of artificial odorization. When the Company directs Customer to odorize the gas, the following requirements must be observed:

- (a) The odorant must enter the gas downstream of the meters and regulators.
- (b) Odorizing equipment must be located so as not to be in the prevailing upwind position of populated areas.
- (c) Proportional to flow type odorizers are preferred. Company shall have final authorization as to the type of odorizer utilized.
- (d) Type of odorant must be approved by Company and must be acceptable to Company facilities.

1.17 **Noise Control**. Noise levels at the Interconnect shall not exceed the limitations established by the Occupational Safety and Health Administration. Furthermore, following installation, any changes in the environment and/or local ordinances

requiring the need for revisions to, or the installation of additional noise control shall be installed at the expense of the Customer.

1.18 **Building, fences, and site security**

- (a) Buildings, or shelters, shall be provided to protect electronic gas measurement and control equipment, as well as to act as noise barriers, protection from damage, and for meeting compliance with local ordinances.
- (b) All interconnect sites shall be fenced, consisting of chain link fencing eight feet (8') in height complete with three (3) strands of barbed wire, and at a minimum; one pedestrian gate and one truck gate installed at opposing ends of the site.
- (c) The site selected must be large enough to hold all equipment and accommodate all activities required for normal and maintenance operations.
- (d) Proper signage shall be provided and maintained by the customer.

1.19 **Power and telephone.** If required, Customer shall provide for electric power and telephone at site.

**ARTICLE II
INSTALLATION, TESTING, and INSPECTION**

2.01 **Installation.**

- (a) Gas piping shall be fabricated in accordance with API 1104
- (b) Piping equal to and larger than 2-3/8" O.D. shall be butt welded or flanged.
- (c) All instrument or control tubing shall meet the requirements of ASTM-A269, Grade 304 stainless steel with compression ferrule type fittings. Tubing shall be a minimum of 22 gauge. All bends shall be wrinkle free. All tubing shall be separated and supported at a maximum of 5 ft. intervals.
- (d) All threaded fittings should be chased after installation
- (e) All welding shall be performed by a qualified welder following welding procedures that would satisfy the requirements of 49 CFR Part 192. Copies of weld procedures and welder certifications must be provided to Company in regards to any and all jurisdictional welds (i.e., welds that are subject to the provisions of 49 CFR Part 192) performed on the interconnect. All jurisdictional welds shall be performed in accordance with API-1104 (latest approved edition).
- (f) All above ground facilities shall be painted with at least one coat of primer and one coat of acrylic enamel paint, per Company paint specifications.

2.02 **Testing**

- (a) All facilities shall be tested in accordance with specifications provided by Company. Company shall specify minimum test pressure and test duration. Tests shall be conducted using a recording chart of which Company shall receive original or a clear copy of the original test chart.
- (b) Company shall not activate interconnect until a copy (or original) of test chart has been received and approved.

2.03 **Inspection**

- (a) Company reserves the right to inspect all facilities during installation.
- (b) Prior to startup of construction, three days notice shall be provided to Company
- (c) All girth welds must be 100% radiographically inspected and approved.
- (d) Customer shall be responsible for all expenses, including inspection by Company, relative to construction inspections of facility.

IN WITNESS WHEREOF, Company and Customer have duly executed this Appendix B, complete with any necessary attachments and as noted above, on this ___ day of _____, 20__.

[[Contract_Hdr_udf_legal_entity]]

[[Contract_Hdr_udf_customer_legal_name]]

Signature: _____

Signature: _____

Name: [[Contract_Hdr_udf_eqt_signatory]]

Name: _____

Title: [[Contract_Hdr_udf_eqt_signatory_title]]

Title: _____

Date:

Date:

**Transmission Interconnect Agreement
Inspections and Gas Quality
for Interconnect Facilities
Appendix C**

This Appendix C is a part of the **Transmission Interconnect Agreement** ("Agreement") made and entered into on the ____ day of _____, 20__ by and between **[[Contract_Hdr_udf_customer_legal_name]]** ("Customer") with offices at **[[ContractorAddress]]**, **[[ContractorCity]]**, **[[ContractorState]]** **[[ContractorZip]]** and **[[Contract_Hdr_udf_legal_entity]]**, with offices at **[[Contract_Hdr_udf_eqt_principle_address]]** ("Company"). This Appendix C, in conjunction with the Agreement, contains the inspections and gas quality specifications for the establishment of a new point of interconnection on Company's system. In this Appendix, Company and Customer are also referred to herein individually as a "Party" and collectively as the "Parties."

**ARTICLE I
ROUTINE INSPECTIONS OF INTERCONNECT FACILITIES**

- 1.01 **Interconnect Maintenance.** Company shall have the right to periodically inspect Customer's records and the Interconnect Facilities to verify that all operating and maintenance functions are being performed effectively. If Customer cannot provide adequate documentation or if Customer's operating and maintenance procedures are inadequate as determined by Company, Customer will have seventy-two (72) hours to produce proper documentation and/or revise inadequate procedures. If, after the seventy-two hour period, documentation is not provided and/or procedures are not modified, Company retains the right to take further action as it deems necessary including the right to shut-in the facility until adequate documentation/procedures have been verified and secured.
- 1.02 **Changes to Interconnect.** The Customer has an obligation to notify the company in writing 24 hours prior to changes to Customer Facilities that would impact the Interconnect Facility, Company Facility, or gas composition and the Company shall have the right to reject changes to the facility. Company retains the right to take action as it deems necessary including the right to shut-in the facility in the event notification does not occur. The cost of any damages as a result of changes to Customer Facilities will be borne entirely by the Customer.
- 1.03 **Interconnect Operations.** The Company shall have the right to shut in the meter set immediately if equipment is not operating properly, an overpressure condition exists, design limitations are exceeded, or safe operating conditions are compromised. Furthermore, the Company has the right to keep the meter shut in until the Customer makes the necessary provisions to rectify the situation. If the abnormal conditions repeatedly arise, the Company has the right to shut in the meter set indefinitely.
- 1.04 **Interconnect Inspections.** The Company shall have the right to inspect the Interconnect Facility including but not limited to the following: calibrate the meter; inspect regulators; inspect valves; and inspect and calibrate gas quality facilities. If during the course of these inspections, the Company determines that installation procedures were not followed, equipment was not maintained, or equipment was modified to not comply with specifications established in this agreement, the Company has the right to shut in the meter set until corrective actions by the Customer occur and additional inspections performed. If continued inspection violations occur, the Company has the right to shut in the meter set indefinitely.
- 1.05 **Meter Tampering.** If the Customer tampers with the measurement equipment so as to misrepresent the true volume of gas delivered or received at this meter set, the Company has the right to immediately shut in the meter set. It will remain shut in until the Company and Customer reach an amicable agreement as to the most accurate volume of gas delivered during the period in question. If the Company determines that measurement equipment has been tampered with on a repeated basis, the Company has the right to shut in the production meter set indefinitely.
- 1.06 **Regulator Tampering.** If the Customer tampers with the regulation equipment so as to exceed the set pressure established in this agreement, the Company has the right to immediately shut in the meter set. It will remain shut in until the Company reestablishes the regulator set pressure. If the Customer exceeds the pipeline MAOP set forth in this agreement, the Company has the right to shut in the Customer indefinitely. Repeated violations of the set pressure by the Customer will result in indefinite shut in. Damages as a result of set pressure violations are the responsibility of the Customer and the meter set shall be shut in until damages are paid in full.
- 1.07 **Telemetry.** The electronic gas measurement and communications equipment installed as part of the Interconnect Facilities shall include equipment for monitoring, recording, and transferring data deemed essential by Company. Customer shall arrange for the electronic gas measurement and communications equipment to provide Company, at a minimum, real-time information related to pressure, temperature, gas flow and gas quality (i.e., chromatograph). The equipment to provide Company, at a minimum, real-time information related to pressure, temperature, gas flow and gas quality (i.e., chromatograph). The Customer is required to maintain telemetry equipment (including: replacing batteries; removing communication obstacles; and repairing equipment) to provide reliable communication to the Company. If the Company determines that telemeter equipment has not been maintained on a repeated basis, the Company has the right to shut in the production meter set indefinitely.

**ARTICLE II
GAS QUALITY REQUIREMENTS**

2.01 **General.** Before Company permits the flow of natural gas into the Company's pipeline system, the Company shall analyze a sample of gas to verify that it meets the requirements set forth in current and applicable pipeline Tariff. These specifications include, but are not limited to, the following:

- (a) Liquids – The gas shall be dehydrated by Customer and free of water and hydrocarbons in liquid form at the temperature and pressure at which the gas is delivered. The gas shall in no event contain water vapor in excess of seven (7) pounds of water per million cubic feet measured at the purchase base of 14.73 psia and 60 degrees Fahrenheit (60°).
- (b) Hydrogen Sulfide – The gas shall not contain more than four (4) parts per million on a volumetric basis, or three-tenths (0.3) of a grain of hydrogen sulfide per one hundred (100) cubic feet.
- (c) Total Sulfur – The gas shall not contain more than 170 parts per million, on a volumetric basis, or ten (10.0) grains of total sulfur per one hundred (100) cubic feet.
- (d) Carbon Monoxide – The gas shall not contain more than one tenth percent (0.1%) by volume of carbon monoxide.
- (e) Carbon Dioxide and Other Inerts – The gas shall not contain more than four percent (4%) by volume of total combined inerts such as carbon dioxide, nitrogen, argon, and helium; provided that the total carbon dioxide content shall not exceed two and one half percent (2.5%) by volume.
- (f) Dust, Gums and Solid Matter – The gas shall be commercially free of dust, gums, gum-forming constituents, or other liquid or solid matter which might become separated from the gas in the course of transportation through pipeline.
- (g) Heating Value – The gas shall contain a heating value of not less than nine hundred seventy (970) Btus per cubic foot calculated on a dry basis at 14.73 psia and 60 degrees Fahrenheit (60°).
- (h) Temperature – The gas shall be delivered at temperatures not in excess of one hundred degrees Fahrenheit (100°).
- (i) Oxygen – The gas shall not contain more than 2,000 parts per million (0.2%) of oxygen by volume.
- (j) Bacteria – The gas, including any associated liquids, shall not contain any microbiological organism, active bacteria, or bacterial agent capable of causing or contributing to: (i) injury to Company's pipelines, meters, regulators, or other facilities and appliances through which Customers gas flows or (ii) interference with the proper operation of the Company facilities. Microbiological organisms, including, but not limited to sulfate reducing bacteria (SRB) and acid producing bacteria (ACB), when considered as a possibility, shall be tested for their existence utilizing the American Petroleum Institute test method API-R38 or other acceptable test method as determined by both parties.

2.02 **Gas Quality Inspections.** If the Company's gas sample analysis indicates that any of these specifications have not been met, the Company may refuse deliveries until the Producer makes the necessary provisions to fully comply with the gas quality requirements.

2.03 **Gas Quality Inspections.** After initial deliveries are received, the Company reserves the right to periodically sample gas at the meter set to validate the gas quality. If the analysis indicates that gas quality specifications are not met, the Company has the right to shut off the deliveries indefinitely until the Customer makes the necessary provisions to fully comply.

2.04 **Remedies.** The Company has the right to shut off deliveries indefinitely until the Customer makes the necessary provisions to meet the gas quality standards. The Company may also elect to require continuous gas quality monitoring with fail safe shut off as a provision to accept existing or new deliveries. Damages as a result of gas quality violations are the responsibility of the Customer and the meter set shall be shut in until damages are paid in full.

IN WITNESS WHEREOF, Company and Customer have duly executed this Appendix C, complete with any necessary attachments and as noted above, on this ___ day of _____, 20__.

[[Contract_Hdr_udf_legal_entity]]

[[Contract_Hdr_udf_customer_legal_name]]

Signature: _____

Signature: _____

Name: [[Contract_Hdr_udf_eqt_signatory]]

Name: _____

Title: [[Contract_Hdr_udf_eqt_signatory_title]]

Title: _____

Date: _____

Date: _____

**TRANSMISSION INTERCONNECT AGREEMENT
COMPRESSION AGREEMENT
APPENDIX D**

This Appendix D is a part of the **TRANSMISSION INTERCONNECT AGREEMENT** made and entered into on the ____ day of _____, 20__ by and between **EQUITRANS, L.P.**, with an office at [[Contract_Hdr_udf_eqt_principle_address]], (hereinafter referred to as "Company") and **[[Contract_Hdr_udf_customer_legal_name]]**, with an office located at [[ContractorAddress]], [[ContractorCity]], [[ContractorState]] [[ContractorZip]] (hereinafter referred to as "Customer"). This Appendix D, in conjunction with the Agreement, provides for the introduction of compressed gas into Company's system. As used in this Appendix, Company and Customer are also referred to individually as a "Party" and collectively as the "Parties".

1.01 **Commencement of Operation.** Customer is responsible for identifying and obtaining any environmental, governmental and/or regulatory approvals that may be required for construction and operation of the facilities contemplated by this Agreement. Customer shall notify Company, in writing, when its compression facilities are complete, tested and ready for activation. Unless otherwise indicated, Customer may introduce compressed natural gas into Company's system as soon as the necessary facilities have been constructed, the requisite documents have been submitted and Customer has satisfied the terms and conditions of this Agreement.

1.02 **Low-Pressure Shutdown.** Compressor units shall have low-pressure shutdown controls on the suction (intake) line to preclude drawing air into the system. If the Customer desires to operate the suction system with less than a two (2) psig minimum inlet pressure, or if Company, in its reasonable discretion, has reason to believe that Customer may draw air into Company's system, an oxygen sensor shall be installed on the inlet of the suction line so as to automatically shut down the system when oxygen is detected at levels above two thousand (2,000) parts per million (0.2%).

1.03 **Compressor Fuel.** Fuel gas for Customer's compression facilities shall be taken upstream of the meter measuring the gas delivered into Company's line.

1.04 **Compressor Site.** Customer's compression facilities shall be located entirely on sites owned by parties other than Company.

1.05 **Pulsation.** Customer shall assure that compressor units are designed, installed, operated and maintained in such a manner as to minimize pulsation at the interconnection with Company's facilities. If pulsation is suspected, Company, at its option, may use an industry-accepted square root error indicator to determine if unacceptable pulsation levels are present at the referenced meter. If the square root error exceeds one percent (1%), the meter shall be shut-in until corrective action is taken. Company will continue to accept production during the period the corrective action is taken provided it is free flowed without using the compressor. Customer is responsible for making all compressor/piping modifications to reduce or eliminate pulsation. After modifications have been made and gas flow resumed, Company may elect, at Customer's expense, to perform additional square root error tests if pulsation is suspected. Customer shall pay Company Five Hundred Dollars (\$500) for each additional pulsation test performed by Company.

1.06 **Adverse Impacts.** The compressor unit shall be installed in a manner necessary to eliminate any adverse impact on Company's facilities.

1.07 **Equipment Costs.** All costs associated with equipment required by this Agreement, including installation costs, shall be the Customer's responsibility and any such costs paid by Company shall be reimbursed by Customer.

1.08 **Specifications.** Customer shall follow the following specifications in designing and installing its compression facilities:

- (a) **Interconnect Location:** The Customer's compression facilities shall be located upstream of Company's line No. [[Contract_Hdr_udf_meter_tap_pipeline_number]].
- (b) **Discharge / Outlet Pressure:** The discharge / outlet line pressure measured at the compressor cylinder shall not exceed [[Contract_Hdr_udf_discharge_outlet_pressure]] psig. Customer's compressor unit(s) shall be equipped with a high discharge pressure shutdown switch set to prevent the discharge pressure from rising above that noted in this paragraph. Company shall have the right to modify the discharge / outlet line pressure at which Customer may introduce gas into Company's system from time-to-time as may be necessary, in Company's reasonable judgment, to meet its gathering system operating requirements or other service obligations.
- (c) **Safety Relief Valves:** The Customer's compressor station shall be equipped with a safety relief valve, set no higher than the pressure noted in paragraph 1.08 (b). The safety relief valves shall be sized for the capacity of the compressor unit(s).

All cost associated with equipment required by this Agreement, including installation costs, shall be the Customer's responsibility and any such costs paid by Company shall be reimbursed by Customer.

1.09 **Term.** The primary term of this Appendix D shall commence on _____, regardless of when executed, and shall continue in force and effect for a term of one (1) year, and month-to-month thereafter. Either party may terminate this Agreement upon thirty (30) days written notice to be effective at the end of the primary term or any subsequent renewal term.

IN WITNESS WHEREOF, Company and Customer have duly executed this Appendix D, complete with any necessary attachments and as noted above, on this ___ day of _____, 20__.

[[Contract_Hdr_udf_legal_entity]]

[[Contract_Hdr_udf_customer_legal_name]]

Signature: _____

Signature: _____

Name: [[Contract_Hdr_udf_eqt_signatory]]

Name: _____

Title: [[Contract_Hdr_udf_eqt_signatory_title]]

Title: _____

Date: _____

Date: _____

TRANSMISSION INTERCONNECT AGREEMENT
Operational Balancing Terms and Conditions
Appendix E

This Appendix E, is a part of the **Transmission Interconnect Agreement** made and entered into this ____ day of _____ 20__ by and between **[[Contract_Hdr_udf_legal_entity]]** (“Equitrans”), a limited partnership with offices located at **[[Contract_Hdr_udf_eqt_principle_address]]**, and **[[Contract_Hdr_udf_customer_legal_name]]** (“Customer”) with offices located at **[[ContractorAddress]]**, **[[ContractorCity]]**, **[[ContractorState]]** **[[ContractorZip]]**. EQUITRANS and Customer shall hereinafter sometimes be referred to separately as “Party” or jointly as “Parties”.

WITNESSETH

WHEREAS, the pipeline facilities operated by the Parties interconnect at the interconnection point(s) specified on Exhibit 1 attached hereto and incorporated herein by this reference (hereinafter referred to as “Location”, whether one or more); and

WHEREAS, Party or Parties have entered into one or more agreements with third party Shippers (“Shipper(s)”) for the transportation of natural gas to or from the Location on the Parties’ respective systems (said agreements hereinafter referred to as “Shipper Agreements”); and

WHEREAS, from time to time, dekatherms of natural gas confirmed and scheduled by the Parties to be delivered to or received from the Location (said quantities hereinafter referred to as “Scheduled Quantities”) may be greater than or less than the dekatherms of natural gas which are actually delivered at the Location, resulting in inadvertent over- or under-deliveries of the Shippers’ Scheduled Quantities; and

WHEREAS, the Parties desire to implement an operational balancing agreement in order to facilitate more efficient operations, accounting, and systems management at the Location and on the Parties’ respective systems; and

WHEREAS, Equitrans is designated as the “Measuring Party” for purposes of this Agreement; and

WHEREAS, both Parties maintain a 24 hour a day, 365 days a year Gas Control Center and the Measuring Party has the ability to alter the flow at the Location; and

WHEREAS, unless specifically stated otherwise, all references to “gas day” herein shall be defined as a 24 hour period commencing at 10:00 A.M., Eastern Standard Time (“EST”).

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article 1: Operational Parameters

(1.1) Prior to the date and time of flow at each Location, the Parties shall confirm and schedule Shipper(s) nominations, in accordance with the North American Energy Standards Board (“NAESB”) nomination time cycles or more flexible cycles as may be permitted by the Equitrans Tariff, for Shipper(s) Scheduled Quantities which will be delivered or received at each Location. Such confirmation between the Parties shall be made electronically via electronic interface system (such as the Parties’ Electronic Bulletin Boards or other successor systems), by telephone or in writing via e-mail or facsimile prior to gas flow, unless otherwise mutually agreed to by the Parties.

(1.2) The Parties intend that the total dekatherms of natural gas actually delivered and received each gas day at each Location will equal the Scheduled Quantities for said Location. Each Party will allocate the dekatherms that have been delivered and received at each Location among the Shipper Agreements on its system pursuant to the Scheduled Quantities at each such Location. Any difference between the total actual physical flow of gas and the total of all Scheduled Quantities at each Location for such gas day is defined for the purposes of this Agreement as the “Daily Operational Imbalance”. The sum of all unresolved Daily Operational Imbalances at any given time is defined for purposes of this Agreement as the “Monthly Operational Imbalance”. The Parties shall eliminate such Daily Operational Imbalance and Monthly Operational Imbalance pursuant to this Agreement.

(1.3) Unless the Parties otherwise mutually agree, each Party shall use reasonable efforts to adjust the operations of its pipeline system to keep the measured flow of natural gas at each Location as nearly as possible to the Scheduled Quantities, but in any event the total Daily Operational Imbalance on any gas day shall not exceed 8% of scheduled quantities at the Location and the total Monthly Operational Imbalance shall not exceed 4% of monthly scheduled quantities for the Location. The Parties acknowledge and agree that the Daily Operational Imbalance and Monthly Operational Imbalance tolerances specified herein do not establish any rights to transportation, storage, park and loan or any other type of service. Moreover, notwithstanding the foregoing, each Party reserves its right to limit or restrict, on any given day(s), the Daily Operational Imbalance and/or Monthly Operational Imbalance tolerances, in order to maintain system integrity or to alleviate conditions which threaten to impair such Party’s ability to provide reliable firm transportation service.

(1.4) Unless the Parties otherwise mutually agree, neither Party shall be obligated to adjust the operation of its pipeline system below operating pressures which, in its sole judgment, are reasonably necessary to transport the Scheduled Quantities and are consistent with prudent operating conditions on its pipeline systems. If at any time the pressure in either Party’s

pipeline system is such that receipts or deliveries cannot be made at a Location, the nominations at that Location will be scheduled according to Paragraph (1.7) of this Agreement until such time that gas flow can be re-established.

(1.5) The Parties agree to cooperate with each other in the making of the adjustments required under Paragraphs (1.3) and (1.4).

(1.6) If it becomes apparent to either Party that the Daily Operational Imbalance exceeds or will exceed the 8% tolerance or the Monthly Operational Imbalance exceeds or will exceed the 4% tolerance level, such Party shall notify the other Party by telephone as soon as reasonably practicable and the Parties shall adjust, that same gas day, the operations of their respective pipeline systems pursuant to this Article 1 in order to keep the Daily or Monthly Operational Imbalances, as the case may be, within the applicable tolerances set forth above.

(1.7) If a capacity constraint occurs on Equitrans' pipeline system which results in curtailment of Scheduled Quantities through the Location, Equitrans shall determine the reallocation of dekatherms of gas to Shippers on its pipeline system in accordance with the provisions of its then effective Equitrans Tariff. Equitrans shall promptly notify Customer by telephone of the constraint and the reallocation of dekatherms of gas to its Shipper(s). Equitrans shall also provide confirmation of the constraint and reallocation of dekatherms of gas by facsimile or e-mail, in writing or electronic interface system to Customer as soon as reasonably possible but not more than twenty-four (24) hours after the occurrence of the constraint and the reallocation of dekatherms of gas.

(1.8) If either Party requires assistance during certain operating conditions on its pipeline system and the other Party is in a position to assist in alleviating such operating condition or conditions, then pursuant to the mutual agreement of the Parties, the Daily or Monthly Operational Imbalance tolerances set forth in Paragraph (1.3) may be waived and the Parties may use this Agreement to schedule an increase or decrease in flows of gas at each Location independent of the regular Scheduled Quantities at such Location. Imbalances resulting from such assistance, including those that exceed the normal Daily or Monthly Operational Imbalance tolerances set forth in Paragraph (1.3), shall be eliminated pursuant to such mutual agreement of the Parties, provided that, unless otherwise agreed to by the Parties, such imbalances shall be eliminated within thirty (30) days after the day such assistance ends.

Article 2: Measurement and Balancing

(2.1) The actual measured quantity of gas at each Location each month shall be determined and communicated by the Measuring Party by facsimile, email, electronic interface system or in writing to the other Party in accordance with NAESB Standard 2.3.7. The actual measured quantity shall be determined pursuant to the applicable provisions of the Equitrans Tariff. The Monthly Operational Imbalance shall be calculated initially by Measuring Party no later than the tenth (10th) day of the following month and shall be agreed to by electronic interface systems or in writing by the Parties prior to the fifteenth (15th) day of such month.

(2.2) The Parties shall resolve any Monthly Operational Imbalance incurred during the prior month by adjusting the receipts and deliveries of gas for the remainder of the current month as provided herein after such prior month's Monthly Operational Imbalance has been agreed to by the Parties, unless mutually agreed to otherwise. Any prior month Monthly Operational Imbalance not fully resolved will become part of the current month's Monthly Operational Imbalance.

(2.3) Confirmed nominations are required for scheduling of gas to resolve Monthly Operational Imbalances unless mutually agreed otherwise. Such nominations and scheduling of deliveries to resolve Monthly Operational Imbalances shall be made at the Location where the imbalance was created, unless otherwise mutually agreed.

(2.4) Netting and trading of Monthly Operational Imbalances shall be made in accordance with the terms and conditions of the Equitrans Tariff.

(2.5) Upon the termination of this Agreement, the Parties agree to reconcile and eliminate any remaining Monthly Operational Imbalance pursuant to the terms and conditions of this Agreement within thirty (30) days of termination of this Agreement or such other period of time which is mutually agreed to by the Parties. Or, upon mutual agreement by the Parties, the Monthly Operational Imbalance may be resolved according to the provisions of either Party's FERC Gas Tariff.

Article 3: Term and Effectiveness

(3.1) This agreement can be permanently cancelled by either Party under the following conditions:

- (a) Failure by either Customer to adjust, with reasonable dispatch, the operations of its system when informed in writing or by electronic interface system of a critical operating condition(s) by the Equitrans. A critical operating condition is determined in the sole reasonable judgment of Equitrans.
- (b) Failure of the Parties to agree in writing on the final adjusted Monthly Operational Imbalance prior to the fifteenth (15th) day of the month following the last month gas was delivered. Provided, however, if the Parties disagree on the final adjusted Monthly Operational Imbalance but are diligently working towards a resolution, then this Agreement will not be cancelled.

(3.2) If the Monthly Operational Imbalance exceeds the 4% tolerance level and the Parties fail to make the adjustments provided in Paragraph (1.6), this Agreement can be suspended by the Party not exceeding the Monthly Operational Imbalance

upon 48 hours prior written notice given to the other Party via facsimile or e-mail, such suspension to be effective at 10:00 A.M. EST following the end of the 48 hour notice period and will remain in effect until such time as the Monthly Operational Imbalance is less than the 4% tolerance level. However, if prior to the effective time of the suspension, the Monthly Operational Imbalance is reduced to less than the 4% tolerance level, such suspension will not go into effect. During the period of suspension of this Agreement, imbalances at the Location shall be allocated pro rata amongst the Shipper(s).

Article 4: Miscellaneous

(4.1) In the event a conflict exists or arises between this Appendix E and the Equitrans Tariff, as amended from time to time, it is agreed and understood that the latter shall control. This Agreement shall supercede any other agreements with respect to the handling of Daily and Monthly Operational Balances at the Location.

(4.2) No waiver by either Party of any one or more defaults by the other in the performance of any provision of this Appendix E shall operate or be construed as a waiver of any continuing or future default or defaults, whether of a like or different character, or a waiver of each of the Parties' obligation to eliminate Daily or Monthly Operational Imbalances by adjusting nominations and/or deliveries and receipts of gas at the Location, as provided herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Appendix E, complete with any necessary attachments as noted above, on this ____ day of _____, 20__.

[[Contract_Hdr_udf_legal_entity]]

[[Contract_Hdr_udf_customer_legal_name]]

Signature: _____

Signature: _____

Name: [[Contract_Hdr_udf_eqt_signatory]]

Name: _____

Title: [[Contract_Hdr_udf_eqt_signatory_title]]

Title: _____

Date: _____

Date: _____

EXHIBIT 1
Operational Balancing Terms and Conditions Appendix E

Meter Number	Description
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