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November 6, 2018

Ms. Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street NE
Washington, DC 20426

Re: Mountain Valley Pipeline, LLC
Southgate Project
Docket No. CP19-_____-000

Dear Ms. Bose:

Pursuant to Section 7(c) of the Natural Gas Act (“NGA”), as amended, 15 U.S.C. § 717f(c), and Parts 157 and 284 of the Federal Energy Regulatory Commission’s (“Commission” or “FERC”) regulations, 18 C.F.R. Parts 157 and 284, Mountain Valley Pipeline, LLC (“FSC”) hereby submits for filing with the Federal Energy Regulatory Commission (“Commission”) an Application for a Certificate of Public Convenience and Necessity and for Related Authorizations (“Application”) regarding its Southgate Project. The Southgate Project involves the construction of a new natural gas pipeline system including approximately 73 miles of pipe, one compressor station, associated valves, piping, and appurtenant facilities commencing near Chatham, Virginia and terminating at a delivery point with Public Service Company of North Carolina, Inc. (“PSNC Energy”) near Graham, North Carolina. Mountain Valley has a long-term, binding precedent agreement with PSNC Energy for 300,000 dekatherms per day (“Dth/d”) on the Project with an anticipated in-service date of November 1, 2020.

Included herewith are four volumes. Volume 1 is comprised of the Application and the exhibits, except Exhibit F-1. Mountain Valley is submitting two exhibits in Volume I as privileged and confidential, as well as redacted public versions. The Mountain Valley Pipeline LLC Agreement in Exhibit A and the PSNC Energy Precedent Agreement in Exhibit I contain commercially sensitive information and are being filed as privileged and confidential pursuant to the Commission’s regulations in 18 C.F.R. § 388.112 (2018). Exhibits G-I and G-II are being submitted as Critical Energy Infrastructure Information (“CEII”) pursuant to the Commission’s regulations in 18 C.F.R. § 388.112 (2018). The CEII and/or privileged and confidential information should not be released to the public.

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Volume II contains the environmental reports, excluding certain CEII and privileged materials. Volume III contains the flow diagrams and hydraulic flow models (Exhibits G through G-II) and plot plans and other drawings from the environmental reports that are filed as CEII. Volume IV contains the privileged and confidential information including cultural resource reports and confidential contractual information. The copies of the Application provided to Commission Staff contain the information filed as privileged and confidential and this information should not be released to the public. Questions pertaining to any of the privileged and confidential information or CEII should be directed to the undersigned at 202-347-7127 or william.lavarco@nee.com.

If you have any questions regarding this filing, please contact the undersigned per the contact information above.

Respectfully submitted,

Mountain Valley Pipeline, LLC

By: NextEra Energy Pipeline Services, LLC,
its attorney-in-fact

By: /s/ William Lavarco

William Lavarco
Senior Counsel

Attachments

cc: Amanda Mardiney, FERC
John Peconom, FERC
Lara Santiago, FERC
Tara DiJohn, FERC
Allen Jacks, Cardno

**UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION**

Mountain Valley Pipeline, LLC

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Docket No. CP19-__-000

**APPLICATION OF MOUNTAIN VALLEY PIPELINE, LLC FOR
AUTHORIZATION TO CONSTRUCT AND OPERATE PIPELINE FACILITIES
UNDER THE NATURAL GAS ACT**

Pursuant to Section 7(c) of the Natural Gas Act (“NGA”), as amended, 15 U.S.C. § 717f(c), and Parts 157 and 284 of the Federal Energy Regulatory Commission’s (“Commission” or “FERC”) regulations, 18 C.F.R. Parts 157 and 284, Mountain Valley Pipeline, LLC (“Mountain Valley”) hereby respectfully requests that the Commission issue a certificate of public convenience and necessity authorizing Mountain Valley to construct and operate a new natural gas pipeline and related compression and appurtenant facilities under Part 157, Subpart A of the Commission’s regulations (the “Southgate Project” or “Project”). In addition, Mountain Valley requests that the Commission approve a separate rate zone and initial recourse rates for the Southgate Project facilities as well as necessary tariff changes (collectively, the “Application”).

Mountain Valley respectfully requests that the Commission issue the requested authorizations by December 1, 2019 in order for Mountain Valley to meet the November 1, 2020 in-service date in its precedent agreement as requested by its customer. In light of the substantial work completed to date by Mountain Valley, Commission Staff, and the many stakeholders as part of the Commission’s National Environmental Policy Act of 1969 (“NEPA”) pre-filing process in Docket No. PF18-4-000, many potential issues have been identified and addressed prior to the filing of this Application. The NEPA pre-filing process resulted in constructive feedback from the public at open houses, scoping meetings, and written comments, as well as from

Commission Staff regarding the Resource Reports found in Exhibit F-I and the environmental analysis contained therein.

In support of this Application and in accordance with the Commission’s regulations, Mountain Valley respectfully states the following:

I.
EXECUTIVE SUMMARY

The Southgate Project involves the construction of a new natural gas pipeline system including approximately 73 miles of pipe, one compressor station, associated valves, piping, and appurtenant facilities commencing near Chatham, Virginia and terminating at a delivery point with Public Service Company of North Carolina, Inc. (“PSNC Energy”) near Graham, North Carolina. Mountain Valley has a long-term, binding precedent agreement with PSNC Energy for 300,000 dekatherms per day (“Dth/d”) on the Project with an anticipated in-service date of November 1, 2020. Mountain Valley has been in discussions with additional potential shippers and anticipates that it will be able to execute agreements for additional capacity in the future.

The purpose of the Project is to (i) provide new natural gas transportation service for the customer that signed a long-term, binding agreement for the service; (ii) meet the growing needs of natural gas users in the southeastern U.S.; (iii) add a new natural gas transmission pipeline to provide competition and enhance the reliability and resiliency of the existing pipeline infrastructure in North Carolina and southern Virginia; and (iv) provide North Carolina and southern Virginia with direct pipeline access to the Marcellus and Utica gas regions in West Virginia, Ohio and southwestern Pennsylvania.

The North American natural gas market has seen enormous growth in production and demand in recent years. The Energy Information Agency (“EIA”) projects that U.S. total natural

gas demand will increase from 27.6 trillion cubic feet (“Tcf”) in 2017 to 33.6 Tcf in 2040.¹ Gas demand in North Carolina has increased from 304,148 MMcf in 2010 to 509,440 MMcf in 2017.² Mountain Valley has included a study in Exhibit I herein from Wood Mackenzie that forecasts that gas local distribution company (“LDC”) and other non-electric generation usage in the southeast will expand at a 1.6 percent compound annual growth rate over the 2015 to 2030 period.³ This increase in demand is in large part due to population growth, e.g., North Carolina projects a population increase of nearly 2 million people between 2020 and 2035.⁴

Mountain Valley plans to commence construction of the Project as soon as possible after receiving all necessary federal authorizations to meet its in-service date of November 1, 2020. This in-service date is based on the requirements of Mountain Valley’s customer, PSNC Energy, on the Southgate Project facilities. PSNC Energy is an LDC primarily engaged in the purchase, transportation, distribution, and sale of natural gas to more than 563,000 customers in North Carolina. PSNC Energy solicited interest because it requires additional pipeline capacity to meet anticipated incremental demand on its distribution system. Over the past four years, PSNC Energy has experienced a 15 percent increase in peak-day throughput on its system. This trend will carry forward into the future, as PSNC Energy expects its design day requirements to increase an additional 11 percent over the next five years. PSNC Energy will use the capacity on the Project to serve its growing residential, commercial and industrial demand. Recently, the North

¹ See http://www.eia.gov/forecasts/aco/MT_naturalgas.cfm#natgas_prices?src=Natural-b1

² See https://www.eia.gov/dnav/ng/ng_cons_sum_dcu_SNC_a.htm

³ See Southeast U.S. Natural Gas Market Demand in Support of the Mountain Valley Pipeline Project, January 2016, at pages 6, 17-18 (“Wood Mackenzie Report”).

⁴ See North Carolina Office of State Budget and Management population projections, available at: https://files.nc.gov/ncosbm/demog/countytotals_populationoverview.html

Carolina Utilities Commission issued an order authorizing the payment of compensation under the PSNC Energy agreement.⁵ Additional information on PSNC Energy and project benefits is discussed in section VI below.

II. **INFORMATION REGARDING APPLICANT**

The exact legal name of Mountain Valley is Mountain Valley Pipeline, LLC. Mountain Valley is a Delaware limited liability company.⁶ Mountain Valley’s headquarters and principal place of business are located at 625 Liberty Avenue, Suite 2000, Pittsburgh, Pennsylvania 15222.

Mountain Valley was formed in 2014 and is currently constructing approximately 303 miles of pipeline and associated facilities that were approved by the Commission in October 2017 (“Mainline Facilities”).⁷ Upon completion of construction of these authorized pipeline facilities and commencement of operations, which is expected in the fourth quarter of 2019, Mountain Valley will be a “natural gas company,” as defined by Section 2(6) of the NGA,⁸ engaged in the transportation of natural gas in interstate commerce and will be subject to the Commission’s jurisdiction under the NGA.

III. **CORRESPONDENCE**

The persons to whom correspondence and communications concerning this Application should be directed and upon whom service is to be made are as follows:

⁵ See *Order Accepting Affiliated Agreements for Filing and Permitting Operation Thereunder Pursuant to N.C. Gen. Stat. §62-153*, Docket No. G-5, SUB 593 (October 9, 2018). Attached hereto as Exhibit Z-1.

⁶ Mountain Valley has created a Series B ownership structure for the Southgate Project. PSNC Energy currently owns a 30 percent interest in the Series B ownership.

⁷ *Mountain Valley Pipeline, LLC*, 161 FERC ¶ 61,043 (2017) (“*Mountain Valley*”), *order on reh’g*, 163 FERC ¶ 61,197 (2018).

⁸ 15 U.S.C. § 717a(6).

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IV. DETAILED DESCRIPTION OF PROPOSED FACILITIES

In order to create the capacity and provide the firm transportation services to meet its proposed in-service date of November 1, 2020, Mountain Valley plans to commence construction of the Project as soon as possible after receiving all necessary federal authorizations. All pipeline and aboveground Project facilities are listed in Tables 1.2-1 to 1.2-3 and descriptions of these facilities are presented in section 1.2 of Resource Report 1, Exhibit F-I. A Project overview map is provided as Figure 1.2-1. Full-size and quadrangle excerpts of USGS 7.5-minute series topographic maps identifying the Project components are located in Appendix 1A of Resource Report 1, Exhibit F-I. Additionally, Appendix 1A of Exhibit F-I provides aerial alignment sheets of the proposed pipeline and aboveground facilities.

The proposed jurisdictional facilities of the Project include the following:

⁹ Mountain Valley requests waiver of 18 C.F.R. § 385.2010(k) in order to include three persons designated for official service.

- Approximately 31 miles of 24-inch pipeline extending from an interconnect with the Mountain Valley Mainline Facilities in Pittsylvania County, Virginia (“Mainline Interconnect”) to an interconnect with the facilities of PSNC Energy at Dan River near Eden in Rockingham County, North Carolina (“Dan River Interconnect”);
- Approximately 42 miles of 16-inch pipeline extending from the Dan River Interconnect to an interconnect with the facilities of PSNC Energy at Haw River near the City of Graham in Alamance County, North Carolina (“Haw River Interconnect”);
- A 28,915 horsepower (“HP”) compressor station near milepost (“MP”) 0.0 in Pittsylvania County, Virginia (“Lambert Compressor Station”)¹⁰;
- The Mainline Interconnect; an interconnect with East Tennessee Natural Gas Transmission, LLC (“East Tennessee Interconnect”) in Rockingham County, North Carolina; the Dan River Interconnect; and the Haw River Interconnect; and
- Pig launching and receiving facilities, mainline valves and other appurtenant pipeline facilities.

The Project will provide a facility that is safe, efficient, and capable of being operated and maintained with minimal impacts on the environment. All facilities will be designed and constructed in accordance with governing federal and state regulations. The Project will be designed, constructed, operated and maintained in accordance with the U.S. Department of Transportation’s Minimum Federal Safety Standards at 49 C.F.R. Part 192, “Transportation of Natural and Other Gas by Pipeline.”

¹⁰ As discussed herein in section VI(C), as a result of the pre-filing process and further engineering and refinement, Mountain Valley was able to eliminate the approximately 11,150 HP compressor station near MP 26 in North Carolina from the Southgate Project.

V.
OPEN SEASON AND MARKET DEMAND

PSNC Energy entered into a binding precedent agreement (“Precedent Agreement”) with Mountain Valley for 300,000 Dth/d of capacity on the Southgate Project. The Precedent Agreement provides for a 20-year term at a negotiated rate. Mountain Valley has included a copy of the Precedent Agreement in Exhibit I.¹¹ Upon Commission approval of the Project, Mountain Valley and the customers with precedent agreements will enter into binding firm transportation agreements at negotiated rates for the subscribed capacity. The Precedent Agreement provides for receipt of volumes from the Mainline System and East Tennessee.

In choosing Mountain Valley and the Southgate Project to provide its needed incremental pipeline capacity as part of a competitive solicitation process, PSNC Energy cited numerous reasons, including transportation cost, supply cost, supply diversity, reliability/resiliency, and operational efficiencies:

- PSNC Energy found this Project provides the best-cost transportation alternative available to satisfy PSNC Energy’s long-term interstate capacity needs.
- The Project will provide PSNC Energy with a third direct interstate pipeline connection, which will improve reliability and add resiliency to the interstate pipeline services PSNC Energy receives.¹² The addition of a third interstate pipeline diversifies risk by giving PSNC Energy multiple options on geographically-diverse interstate pipelines. In the event of outages or constraints on one of the pipelines serving the region, PSNC Energy would have

¹¹ Mountain Valley has redacted certain provisions from the public version of this agreement but has filed an unredacted version with the Commission as privileged.

¹² In 2013, the North Carolina Utilities Commission recognized the need for competitive interstate pipeline capacity alternatives in Docket No. G-100, Sub 91, *Investigation Regarding Competitive Alternatives for Additional Natural Gas Service Agreements* (“*NCUC Competitive Alternatives Order*”). The Southgate Project will satisfy this need for a new competitive interstate pipeline consistent with the expressed goal of the North Carolina Utilities Commission.

access to the other pipelines to continue serving its customers.

- The Project will provide PSNC Energy additional direct access to low-cost natural gas produced in the prolific Marcellus and Utica shale regions.
- PSNC Energy will have more competitive and diverse options for natural gas supply. PSNC Energy will gain optionality in selecting best-cost supply sources and will be able to take advantage of price differentials across more gas supply regions.
- The Project will provide a direct connection between PSNC Energy's local distribution system and the East Tennessee pipeline system. PSNC Energy currently sources gas from Spectra Energy Partner's Saltville Storage facility and transports these volumes on the East Tennessee and Transcontinental Gas Pipe Line, LLC ("Transco") systems before delivery to PSNC Energy's local distribution system. The Project provides a primary receipt and delivery forward haul transportation path that offers improved reliability as compared to the secondary-firm backhaul deliveries PSNC Energy currently receives from Transco.
- The Project will provide PSNC Energy flexibility with deliveries from the intrastate Cardinal Pipeline, which should avoid the need for PSNC Energy to acquire additional Cardinal capacity.
- The Project allows PSNC Energy to avoid incremental capital investment for system upgrades. The other pipeline alternatives considered by PSNC Energy would have required additional system upgrades.
- Mountain Valley and PSNC Energy have agreed to a minimum delivery pressure that is higher than Transco's existing obligation. This should improve PSNC Energy's ability to conduct system planning and enhance the operation of its system.

Mountain Valley held an open season from April 11, 2018 to May 11, 2018 to gauge additional interest in the Southgate Project. A copy of the open season notice is included as Exhibit Z-2. During the open season, Mountain Valley offered potential shippers a recourse rate, as well as the ability to enter into a discounted or negotiated rate agreement at an agreed upon rate. Mountain Valley engaged in discussions with several potential shippers. In summary, Mountain Valley has entered into an agreement for 300,000 Dth/d of the Project's transportation capacity of 375,000 Dth/d, which shows ample market demand for the Project. Mountain Valley has designed the Southgate Project so that it has the ability to provide additional capacity to other potential shippers at or prior to the Dan River Interconnect. PSNC is the only potential shipper downstream of the Dan River Interconnect and PSNC's system can only accommodate 125,000 Dth/d at the Haw River Interconnect, thus justifying the smaller diameter pipeline south of the Dan River Interconnect.

VI. **PUBLIC CONVENIENCE AND NECESSITY**

The Southgate Project satisfies the requirements of the Commission's Certification of New Interstate Natural Gas Pipeline Facilities Statement of Policy ("Certificate Policy Statement") addressing new interstate pipeline facilities.¹³ The Certificate Policy Statement establishes criteria for determining whether there is a need for a proposed project and whether the proposed project will serve the public interest. In deciding whether to authorize the construction of major new facilities, the Commission balances public benefits against any potential adverse impacts resulting from the proposed construction.

¹³ *Certification of New Interstate Natural Gas Pipeline Facilities*, 88 FERC ¶ 61,227 (1999) ("Certificate Policy Statement"), *Order Clarifying Statement of Policy*, 90 FERC ¶ 61,128, *Order Further Clarifying Statement of Policy*, 92 FERC ¶ 61,094 (2000).

The Certificate Policy Statement’s threshold requirement is that a company proposing a new project must be prepared to financially support the project without relying on subsidization from existing customers. The Commission then determines whether the applicant has made efforts to eliminate or minimize any adverse impacts the project may have on applicant’s existing customers, existing pipelines in the market and their captive customers, and landowners and affected communities. If the benefits of a proposed project outweigh its adverse impacts on economic interests, the Commission will then complete the environmental analysis of the project as part of the certification process.

The Commission has explained that its “goal is to give appropriate consideration to the enhancement of competitive transportation alternatives, the possibility of overbuilding, subsidization by existing customers, the applicant’s responsibility for unsubscribed capacity, the avoidance of unnecessary disruptions of the environment, and the unneeded exercise of eminent domain in evaluating new pipeline construction.”¹⁴

The Southgate Project will be constructed in a manner that mitigates environmental impacts while bringing the benefits of new sources of natural gas supply to the region to increase reliability and to meet growing demand.

A. The Southgate Project Will Not Result in Subsidization

Mountain Valley is a new pipeline company. Its Mainline Facilities are currently under construction, and Mountain Valley anticipates initiating service in the fourth quarter of 2019. Until then, Mountain Valley will have no existing customers who might be adversely affected by costs or risks of recovery of costs of the proposed pipeline facilities. More importantly, as discussed in more detail in section VII below, the Southgate Project facilities will be a separate

¹⁴ See *Transcontinental Gas Pipe Line LLC*, 147 FERC ¶ 61,042 at P 13 (2014).

system and rate zone, which currently has no customers. In addition, Mountain Valley's Mainline customers will not be responsible for the costs of the Southgate Project. Therefore, once the Mainline Facilities enter service, Mountain Valley's initial Mainline customers will not subsidize the Southgate Project.

B. The Southgate Project Will Have No Adverse Impacts on Existing Pipelines Serving the Market and their Captive Customers

The Southgate Project is not expected to have an adverse impact on existing pipelines or their customers. One of the purposes of the Project is to provide a new pipeline with new incremental capacity to meet increased demand for natural gas, and the Project is not expected to displace existing service providers.¹⁵ PSNC Energy is a customer on existing pipelines, and the capacity to which it is subscribing on the Project is needed to meet incremental increase in demand and is, therefore, not expected to replace existing capacity.

C. The Southgate Project Minimizes Impacts on Landowners and Other Stakeholders

As detailed in the Resource Reports in Exhibit F-I, the proposed pipeline will be constructed in a manner that mitigates potential adverse environmental impacts and impacts on landowners while bringing the benefits of new sources of natural gas supply to meet the region's growing demand. The Southgate Project has been co-located with existing rights-of-way to the maximum extent practicable, i.e., approximately 54 percent. Since the Southgate Project's inception, Mountain Valley has worked with landowners, governmental agencies, public officials, and other stakeholders to identify issues and respond to them. Mountain Valley has obtained survey permission for 77 percent of the route and completed surveys on nearly all of these tracts. Mountain Valley will minimize impacts on landowners and seek to minimize the

¹⁵ See *NCUC Competitive Alternatives Order* at 17-18.

use of eminent domain to the greatest extent possible by negotiating easement agreements for permanent easements and the temporary workspace necessary to construct the Project. All landowners will be compensated fairly for their property.

Mountain Valley held three open houses and participated in three Commission-sponsored scoping meetings in the vicinity of the Southgate Project. These open houses and scoping meetings were beneficial. The resulting discussions led to actions to reduce and/or minimize impacts to landowners and communities, including more than 190 route adjustments. Mountain Valley has also eliminated the approximately 11,150 HP compressor station (Russell Compressor Station) near MP 26 in North Carolina.

Since announcing the project in April, Mountain Valley has discussed with local and state officials and nongovernmental organizations the purpose and scope of the Project and used their input to inform development of the project. The results of these discussions are set forth in the monthly status reports and responses to scoping comments that Mountain Valley has submitted in Docket No. PF18-4-000. Mountain Valley will continue to work cooperatively with all affected landowners to address their concerns and to minimize, to the extent possible, any adverse impacts. The Commission's Staff has had an opportunity to begin the process of conducting its environmental analysis of the Project utilizing this NEPA pre-filing process. In addition, multiple other parties have had an opportunity to submit comments on the Project to FERC, and to review the public filings of the drafts of the Resource Reports. These comments, to the greatest extent practicable, have been incorporated into the final Resource Reports.

Mountain Valley certifies that it will incorporate all environmental information and NEPA compliance requirements into contract bid documents and, as needed, give appropriate instruction and training to contractors and inspectors in carrying out the Commission's guidelines. In addition to its adoption of all applicable environmental guidelines and its extensive

pre-filing consultations, Mountain Valley will continue to be in contact with federal, state and local authorities regarding measures to mitigate adverse environmental impacts along its route.

Mountain Valley will employ an Environmental Inspector(s) during construction to ensure that all operations are in compliance with applicable federal, state and local environmental permits and regulations. The presence of an on-site Environmental Inspector(s) will assist in ensuring that all construction is undertaken in accordance with the conditions included in the Commission's certificate order.

In constructing its facilities, Mountain Valley will use applicable established industry methods to minimize environmental disturbances.

D. The Public Benefits of the Project Outweigh any Potential Adverse Impacts

The Southgate Project was designed and will be managed to avoid or minimize adverse impacts on relevant public interests. Although it is not possible to eliminate all impacts of the Project, Mountain Valley has mitigated adverse impacts to the extent practicable. Moreover, the public benefits provided by the Project clearly outweigh the adverse impacts.

The Southgate Project is 80 percent subscribed under a long-term, binding precedent agreement. The Commission's policy provides that contracts are significant evidence of demand for a project, but are not the only criteria that demonstrate benefits.¹⁶ The Commission's policy identifies as additional benefits such factors as meeting unserved demand, eliminating bottlenecks, access to new supplies, providing new interconnects that improve the interstate grid and providing competitive alternatives.¹⁷ The Southgate Project provides all of these benefits.

¹⁶ *Certificate Policy Statement* at 61,748.

¹⁷ *Id.*

As stated above, PSNC Energy has subscribed to the capacity on Southgate Project to meet increased demand. The Project will provide North Carolina and southern Virginia with assured access to new supplies of natural gas from the prolific Marcellus and Utica regions. The Project will further provide an opportunity to serve commercial and industrial load in areas of Virginia and North Carolina currently not served with natural gas. One example is the Berry Hill mega-site, a 3,500-acre industrial park in the early stages of development in Virginia near the North Carolina border. Berry Hill has received grants from federal, state and local governments, and secured commitments from several companies to build manufacturing facilities at the site. The Project has initiated preliminary discussions with Berry Hill to identify potential opportunities to deliver natural gas. The new infrastructure will improve reliability and resiliency of the gas infrastructure grid in North Carolina and provide new interconnects that improve the interstate grid. The Project will eliminate a bottleneck by allowing PSNC Energy the ability to transport natural gas received from East Tennessee on a firm forward haul basis rather than relying on less firm backhauls on Transco as it does today. Finally, the Project introduces a new entrant into the North Carolina interstate natural gas pipeline market that has historically been served by Transco, which ultimately may lead to lower costs to customers.

For the reasons set forth herein, the public benefits that the Project offers are clearly more substantial than the adverse impacts. Therefore, the Southgate Project is consistent with the Certificate Policy Statement and the public convenience and necessity requires the issuance of the authorizations requested herein.

VII. RATES

A. A Rate Zone is Appropriate for the Southgate Facilities

Mountain Valley is proposing in its tariff to establish a separate pipeline system and rate zone for services on the Project facilities, i.e., Southgate System. Mountain Valley is differentiating between its Mainline System and its Southgate System and is establishing zoned rates for the systems. The Southgate System is a distinct pipeline segment requiring a substantial capital investment. The Southgate System rates will include service on all facilities downstream of the Mountain Valley Mainline System. This includes the Lambert Compressor Station, the Mainline Interconnect, the East Tennessee Interconnect, the Haw River Interconnect, and the Dan River Interconnect. As designed, the recourse rates for the Southgate System are separate rates that will not affect the rates for service to existing Mountain Valley Mainline System customers. The Southgate System rates are designed to ensure that Mountain Valley, not its existing customers, is at risk if the Project does not generate sufficient revenue to cover the annual cost of service. Southgate System rates further ensure that only those customers who use the Project facilities pay for them. Additionally, because of the design of the facilities between the Mainline System and the Southgate System, gas is physically only capable of flowing from the Mainline System to the Project facilities, but not vice versa. Thus, establishing the separate Southgate System and rate zone is appropriate.

Approval of the Southgate System and zoned rate treatment is consistent with Commission precedent. The Commission has explained that “[r]ate zones are normally distinct segments of pipeline with clear zone boundaries and rates applicable for transportation service provided over the facilities within the zone.”¹⁸ The Commission has also explained that the facilities dedicated

¹⁸ *Equitrans, L.P.*, 153 FERC ¶ 61,381 (2015), at P 27, *order denying reh’g*, 155 FERC ¶ 61,194 (2016).

to a separate rate zone should be “sufficiently operationally or geographically distinct to make separate zone rates appropriate.”¹⁹ In addition, the Commission has approved new zones for facilities that are not integrated with the rest of the pipeline’s system. Integration occurs, according to the Commission, when the “pipeline operate[s] the new facilities and the old facilities as a single system.”²⁰ Typically, integration is “illustrated by: (1) an inability to know whether old or new customers are using either old or new facilities at any particular time; and (2) the ability of either the old or new customers to take service from either set of facilities if either set of facilities breaks down.”²¹ Conversely, the Commission has explained that “an expansion facility is not integrated when it is operationally isolated and does not rely on existing facilities to effectuate service.”²² Based on this test, the Southgate System properly qualifies as a new separate rate zone.

The Project facilities are a distinct segment of pipeline that extends from a point near the end of the Mainline System in a generally southern direction to two delivery points with PSNC Energy and at an interconnect with East Tennessee. There is no overlap of the Mainline System and the Southgate System. The boundaries between the Southgate System and Mainline System are clear, and the two zones are operationally distinct from one another. The Project facilities are also sufficiently non-integrated. It will be clear to both Mountain Valley and its customers whether the customers are utilizing Mainline System facilities or Southgate System facilities. In addition, neither set of facilities can serve as a back-up for the other set. The Mainline System on its own cannot provide service to meet the needs of PSNC Energy’s local distribution system. Essentially,

¹⁹ *Id.*

²⁰ *Tennessee Gas Pipeline Co.*, 80 FERC ¶ 61,070, p. 61,209 (1997).

²¹ *Id.*

²² *Colorado Interstate Gas*, 122 FERC ¶ 61,256, at P 60.

the Project facilities are “operationally isolated and [do] not rely on existing facilities to effectuate service.”²³ Therefore, the Commission should approve the Southgate System as a separate rate zone consistent with Commission precedent.

B. Rate Design

Mountain Valley designed the recourse rates by utilizing the straight-fixed variable method, based on the Project facilities’ design capacity of 375,000 Dth/d. Mountain Valley also included a credit to the cost of service to reflect potential interruptible transportation revenues consistent with the Commission’s general policy.²⁴

The recourse rates for the Southgate System were developed based on an estimated cost of these facilities as detailed in Exhibit K, an annual cost of service of approximately \$86 million, which incorporates a capital structure of 50 percent debt at a 6.0 percent interest rate and 50 percent equity with a return on equity of 14 percent, and a 5.0 percent depreciation rate. The Commission approved a 14 percent return on equity for the Mountain Valley Mainline Facilities, consistent with its policy for new greenfield pipelines.²⁵ The Commission has in some instances required a pipeline acquisition or existing pipeline expansion to use the most recent return on equity in a litigated section 4 rate case.²⁶ Unlike those cases, the Southgate Project is a major greenfield pipeline project, as evidenced by the preparation of an environmental impact statement and the multiple federal and state authorizations the Project requires. In this vein, the Southgate

²³ *Id.*

²⁴ *Transcontinental Gas Pipe Line Corp., LLC*, 130 FERC ¶ 61,019, at P 21 (2010).

²⁵ *Mountain Valley* at P 80.

²⁶ *See Florida Southeast Connection, LLC*, 164 FERC ¶ 61,091 (2018) at P 19 (acquisition of an existing pipeline lateral), citing to *First ECA Midstream, LLC*, 155 FERC ¶ 61,222 (2016) (acquisition of an existing pipeline) and *ANR Pipeline Co. and TC Offshore, LLC*, 139 FERC ¶ 61,238 (2013) (acquisition of existing pipeline facilities).

Project is more like the Rockies Express Pipeline (“REX”), where the Commission issued separate certificate authorizations for the REX West and REX East facilities and approved the same return on equity for both greenfield projects.²⁷ Accordingly, a 14 percent return on equity is appropriate for the Southgate Project. The capital structure for Mountain Valley is reflective of the large capital expenditure necessary to construct the Project facilities, which will result in a large non-recourse placement of debt in the debt markets. Mountain Valley’s weighted average cost of capital under its proposed capital structure is 10 percent, which is consistent with the range that the Commission has found acceptable for new greenfield pipelines²⁸ and the cost of capital approved for the Mountain Valley Mainline Facilities.²⁹

The 5.0 percent depreciation rate approximates a 20-year life, consistent with the primary term of the executed precedent agreement. It is also consistent with the depreciation rates accepted by the Commission in other certificate proceedings.³⁰ Basing the depreciation rate on a 20-year life for the Project is appropriate because the Southgate System is separate and distinct from the Mainline System and serves a single customer.³¹ Mountain Valley’s depreciation rate for the Project will not impact existing shippers because the Southgate System will have separate

²⁷ See *Rockies Express Pipeline, LLC, et. al.*, 116 FERC ¶ 61,272 at P 44 (2006) and *Rockies Express Pipeline, LLC, et. al.*, 123 FERC ¶61,234 at P 55 (2006).

²⁸ See *ETC Tiger Pipeline, LLC*, 131 FERC ¶ 61,010 at P 26 (2010) (approving a weighted average cost of capital of 11.375 percent based on a return on equity of 14 percent and an assumed cost of debt of 8.75 percent); *Fayetteville Express Pipeline, LLC*, 129 FERC ¶ 61,235 at P 28 (2009) (approving a weighted average cost of capital of 11.375 percent based on a return on equity of 14 percent and an assumed cost of debt of 8.75 percent).

²⁹ *Mountain Valley* at P 80.

³⁰ See *Equitrans, L.P.*, 153 FERC ¶ 61,381 (2015); *Islander East Pipeline Co., L.L.C.*, 97 FERC ¶ 61,363, at P 125 (2001); *Midwestern Gas Transmission Co.*, 87 FERC ¶ 61,168, at p. 61,664 (1999); *Southern Natural Gas Co.*, 73 FERC ¶ 61,085, at p. 61,220 (1995).

³¹ *Equitrans, L.P.*, 153 FERC ¶ 61,381, at P 5 (2015); *Transcontinental Gas Pipe Line Co., LLC*, 147 FERC ¶ 61,102, at PP 53-54 (2014); *Gas Transmission Northwest, LLC*, 142 FERC ¶ 61,186, at P 17 (2013).

zone rates from Mainline System.

The Allowance for Funds Used During Construction (“AFUDC”) included in Exhibit K is calculated in accordance with the Commission’s AFUDC policy,³² with accruals beginning in June 2018. In accordance with the AFUDC policy, Mountain Valley affirms that it began to incur capital expenditures for the Project prior to that date and that activities necessary to prepare the Project for its intended use were in progress at that time. Mountain Valley expects to finance the Project as set forth in Exhibit L.

Consistent with Commission policy, Mountain Valley will maintain a separate record of capital costs for the Southgate System in its books and accounts.

PSNC Energy has elected to pay negotiated rates for transportation on the Project. A copy of PSNC Energy’s negotiated rate agreement is included as Exhibit I. Under the Commission’s Alternative Rate Policy Statement, if a pipeline enters into negotiated rate agreements, the pipeline must provide recourse rates as an alternative. For service on the Southgate System, Mountain Valley is proposing a two-part recourse rate for firm transportation service under Rate Schedule FTS consisting of a monthly reservation rate of \$18.7659 per Dth and usage rate of \$0.0033 for each Dth delivered, and a one-part interruptible transportation service under Rate Schedule ITS recourse rate of \$0.6202 for each Dth delivered calculated on a 100 percent load factor basis. Mountain Valley will charge a maximum rate of \$0.6202 per Dth for lending and parking service under Rate Schedule ILPS; the maximum rate for Rate Scheduled ILPS equals the Rate Schedule ITS recourse rate. This usage charge will be multiplied by the total quantity of gas either loaned or parked each day for the account of shipper during the month. Workpapers detailing the computation underlying the proposed recourse rates are attached hereto

³² See *S. Nat. Gas Co., Se. Supply Header, LLC & S. Nat. Gas Co.*, 130 FERC ¶ 61,193 at P 36 (2010).

in Part I of Exhibit P.

In addition, Mountain Valley will implement a retainage factor to track and recover actual experienced fuel and lost and unaccounted for gas on the Southgate System. The initial posted Retainage Factor for the Southgate System will be 1.66 percent based on the fuel study submitted as Exhibit Z-3. Mountain Valley will adjust the Retainage Factor quarterly to reflect actual experienced fuel and lost and unaccounted for gas.

VII.
PROPOSED SERVICES AND TARIFF

Mountain Valley has prepared proposed *pro forma* FERC Gas Tariff (“Tariff”) changes included as Part II of Exhibit P. These changes were built off of the *pro forma* Tariff records filed with Mountain Valley’s certificate application in October 2015 in Docket No. CP16-10-000.³³ Under the proposed Tariff changes, Mountain Valley would offer Firm Transportation Service (“FTS”), Interruptible Transportation Service (“ITS”), and Interruptible Lending and Parking Service (“ILPS”) on an open access, non-discriminatory basis pursuant to Part 284 of the Commission’s regulations on the Southgate System.³⁴ Mountain Valley will provide these services in accordance with proposed Rate Schedules FTS, ITS and ILPS and the associated General Terms and Conditions included in the Tariff.

As the Southgate System extends Mountain Valley’s footprint, Mountain Valley is proposing to revise Section 2 to reflect the extension into North Carolina.

³³ In its *Order Issuing Certificates and Granting Abandonment Authority*, the Commission directed Mountain Valley to make certain changes to its rates and tariff records when it makes its compliance filing prior to commencing initial service. See *Mountain Valley* at Ordering Paragraph (I). That compliance filing has yet to be made. Consequently, in the instant application, Mountain Valley has reflected the *pro forma* tariff records included in Mountain Valley’s initial NGA section 7 certificate application. Conforming changes will be made when the aforementioned compliance filing is submitted and accepted by the Commission.

³⁴ The Commission has already approved Mountain Valley to provide these services on the Mainline Facilities. See *Mountain Valley* at P 78. These three services are consistent with the initial services requested by other new jurisdictional pipelines. See, e.g., *Constitution Pipeline Co., LLC*, 149 FERC ¶ 61,199 (2014).

Section 154.106 of the Commission's regulations requires that "the tariff must state a uniform resource locator on the pipeline's internet Web site, at which the general public may display and download system map(s)The entire system should be displayed on a single map. In addition, a separate map should be provided for each zone." Accordingly, in Sections 3.1 and 3.2, Mountain Valley proposes to add separate maps for the Mainline System and the Southgate System.

Sections 4.1, 4.2, and 4.3 were updated to include the new rates applicable for service on the Southgate System.

Section 4.4 establishes the retainage factor applicable to transmission services on the Southgate System.

Section 5.1 is updated to clarify that, under Rate Schedule FTS, Customers shall be permitted to nominate at any point on Mountain Valley on a secondary basis subject to capacity availability.

Section 5.3 is updated to clarify that charges to be paid by Customers under Rate Schedule ILPS shall be no higher than the applicable maximum rate and no lower than the applicable minimum rate.

Section 6.1 is updated to include a definition of the Southgate System, as well as the Mainline System, to differentiate between the two rate zones.

Section 6.7 was updated to specify that all firm transportation Customers receiving firm transportation service pursuant to Part 284 are permitted to nominate service on a secondary basis at all receipt and delivery points on all of Mountain Valley's facilities. However, to the extent that Customers nominate to a secondary point within a different rate zone, Customers will also pay the applicable rates for service on the Southgate System and the Mainline System.

Section 6.12 clarifies that imbalances within a rate zone cannot be netted or traded against

imbalances within a separate rate zone.

Section 6.32 clarifies that a Customer may segment capacity within the rate zone containing the Customer's transportation path.

Sections 7.1.1, 7.2.1, and 7.3.1 were modified to allow for service under Rate Schedules FTS, ITS, and ILPS to be provided on the Southgate System.

IX. **LANDOWNER NOTIFICATION**

Section 157.6(d) of the Commission's regulations requires applicants proposing to construct facilities to notify all affected landowners and certain other stakeholders.³⁵ Affected landowners include owners of land that is directly crossed by, and owners of land that abuts the right-of-way. Although Mountain Valley has already attempted to notify all of the affected landowners as a result of its participation in the Commission's pre-filing NEPA process, Mountain Valley will serve all affected landowners specified in the Commission's Order Nos. 609 and 609-A³⁶ with the required landowner notification letter. Such Notice will be mailed within three days after the Commission issues its Notice of this Application. In addition, Mountain Valley will publish a notice of its filing in local newspapers of general circulation within 14 days after the date that a docket number is assigned to this Application.³⁷

X. **RELATED APPLICATIONS**

Mountain Valley is not aware of any other related applications pending before the Commission that bear on this Application. As stated above, Mountain Valley is still constructing

³⁵ See 18 C.F.R. § 157.6(d).

³⁶ *Landowner Notification, Expanded Categorical Exclusions, and Other Environmental Filing Requirements*, Order No. 609, FERC Stats. & Regs. ¶ 31,082 (1999), *order on reh'g*, Order No. 609-A, FERC Stats. & Regs. ¶ 31,095 (2000).

³⁷ See 18 C.F.R. § 157.6(d)(1).

the Mainline Facilities that were certificated in October 2017; that application is no longer pending at the Commission. The Southgate Project is a geographically separate stand-alone project that has an in-service date more than one year later than the Mainline Facilities. Moreover, the instant application is being filed more than three years after the application for the Mainline Facilities.

In addition to the authorizations requested herein, Mountain Valley will require other federal authorizations or permits for the proposed facilities. A listing of the particular permits and approvals required (to the extent that such permits or approvals do not conflict the Commission's certificate and associated conditions) is shown in Table 1.11-1 of Resource Report 1, Exhibit F-I.

XI. WAIVERS

Mountain Valley submits that this Application may be granted based upon their submissions and without a trial-type evidentiary hearing. In accordance with Rule 801 of the Commission's Rules of Practice and Procedure,³⁸ Mountain Valley waives oral hearing in this proceeding. Mountain Valley further requests that the Commission grant any additional waivers that the Commission may deem necessary to grant the relief and issue the certificates and approvals requested herein.

XII. TIMING AND SHORTENED PROCEDURE

Mountain Valley plans to commence construction of the Project as soon as possible after receiving all necessary federal authorizations to meet its in-service date of November 1, 2020. This contractual in-service date is required by PSNC Energy and is necessary to meet its growing

³⁸ 18 C.F.R. § 385.801.

system demand. Mountain Valley requests that the Commission issue its certificate authorizations by December 1, 2019 to enable Mountain Valley to complete construction and be in-service by November 1, 2020.

Mountain Valley respectfully requests that this Application be processed in accordance with the shortened procedures set forth in Rules 801 and 802 of the Commission’s Rules of Practice and Procedure.³⁹ The Southgate Project utilized the Commission’s NEPA pre-filing process, which provided an avenue for early discussions with agencies, landowners, and other interested parties. The NEPA pre-filing process is intended to elicit environmental concerns early, so that the Project would have the opportunity to address such concerns prior to filing the Application. Mountain Valley believes that the NEPA pre-filing process was successfully completed, and no significant issues have been identified in that process. In order to meet this timeline, Mountain Valley commits to responding to any data requests as quickly as possible.

XIII.
EXHIBITS

Pursuant to Section 157.6(b)(6) of the Commission’s regulations, set forth below is the listing of exhibits which are included, unless stated otherwise, in this Application in compliance with Sections 157.5 through 157.18.

<u>Notice</u>	Form of Notice for <i>Federal Register</i>
<u>Exhibit A</u>	Redacted copy of the Mountain Valley LLC Agreement, as amended. An unredacted copy of the LLC Agreement is submitted in Volume IV and designated as “Contains Privileged Information—Do Not Release”
<u>Exhibit B</u>	Mountain Valley State Authorizations
<u>Exhibit C</u>	Mountain Valley Company Officials

³⁹ 18 C.F.R. §§ 385.801-385.802.

<u>Exhibit D</u>	Mountain Valley Subsidiaries and Affiliations. Omitted. As of the date of this Application, neither Mountain Valley nor any of its officers directly or indirectly owns, controls, or holds with power to vote 10 percent or more of the outstanding voting securities of any other person or group engaged in the production, transportation, storage, distribution or sale of natural gas or of any person or group engaged in the financing of such enterprises.
<u>Exhibit E</u>	Other Pending Applications and Filings. Omitted. Mountain Valley has no other pending applications; however, as explained herein the Southgate Project is related to the Mountain Valley Mainline Facilities certificated in Docket No. CP16-10-000.
<u>Exhibit F</u>	Map Showing the Location of the Facilities
<u>Exhibit F-I</u>	Environmental Report
<u>Exhibits G–G-II</u>	Flow Diagrams. Exhibits G through G-II are being submitted as Critical Energy Infrastructure Information (“CEII”) pursuant to 18 C.F.R. § 388.112 (2018).
<u>Exhibit H</u>	Gas Supply Data. Omitted. The Project will be a transportation-only pipeline and shippers will contract for supplies accessible to the Project.
<u>Exhibit I</u>	Precedent Agreement (redacted version). An unredacted version of the precedent agreement is submitted in Volume IV and designated as “Contains Privileged Information—Do Not Release” as Privileged and Confidential pursuant to 18 C.F.R. § 388.112 (2018). Also included in Exhibit I is the Wood Mackenzie Report, Southeast U.S. Natural Gas Market Demand in Support of the Mountain Valley Pipeline Project, September 2016.
<u>Exhibit J</u>	Federal Authorizations
<u>Exhibit K</u>	Cost Estimate
<u>Exhibit L</u>	Financing
<u>Exhibit M</u>	Construction, Operation, and Management. Omitted. Mountain Valley incorporates by reference the Construction, Operation and Management between Mountain Valley and EQM Gathering Opco, LLC filed in Docket No. CP16-10-000.
<u>Exhibit N</u>	Southgate Revenues, Expenses and Income

<u>Exhibit O</u>	Depreciation and Depletion. Omitted. Mountain Valley is proposing to use a depreciation rate of 5.0 percent based on an estimated useful life of 20 years for the Project's Facilities to match the life of the Precedent Agreement.
<u>Exhibit P</u>	Southgate Rate Derivation (Part I) and <i>Pro Forma</i> Tariff sections (Part II)
<u>Exhibit Z-1</u>	<i>Order Accepting Affiliated Agreements for Filing and Permitting Operation Thereunder Pursuant to N.C. Gen. Stat. §62-153, Docket No. G-5, SUB 593 (October 9, 2018).</i>
<u>Exhibit Z-2</u>	Open Season Notice
<u>Exhibit Z-3</u>	Fuel Study

XIV.
CONCLUSION

WHEREFORE, for the foregoing reasons, Mountain Valley respectfully requests that the Commission issue a certificate of public convenience and necessity, and any other authorizations the Commission deems necessary, including applicable waivers, so that Mountain Valley can construct and operate the proposed Southgate Project, as discussed herein.

Respectfully submitted,
Mountain Valley Pipeline, LLC

By: NextEra Energy Pipeline Services, LLC,
its attorney-in-fact

By: /s/ William Lavarco

Name: William Lavarco
Title: Senior Counsel

Dated: November 6, 2018



MVP Southgate Project

Docket No. CP19-__-000

Form of Notice

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Mountain Valley Pipeline, LLC

Docket No. CP19-____-000

NOTICE OF APPLICATION

(_____, 2018)

Take notice that on November 6, 2018, Mountain Valley Pipeline, LLC (Mountain Valley) filed in Docket No. CP19-____-000 an abbreviated application pursuant to Section 7(c) of the Natural Gas Act (“NGA”), as amended, 15 U.S.C. §§ 717f(c), and Part 157 of the Federal Energy Regulatory Commission’s (“Commission” or “FERC”) regulations, requesting a certificate of public convenience and necessity to construct, operate and maintain and maintain certain pipeline and compression facilities located in Virginia and North Carolina (“Southgate Project”). The Southgate Project consist of the following: (1) the construction, installation, operation, and maintenance of approximately 73 miles of new 24-inch and 16-inch diameter pipeline, and (2) a new compressor station near milepost 0.0 in Pittsylvania County, Virginia; (3) an interconnect with the facilities of Mountain Valley Pipeline near milepost 0.0, an interconnect with East Tennessee Natural Gas Transmission, LLC near milepost 30.0 in Rockingham County, North Carolina; and interconnects with the facilities of Public Service Company of North Carolina, Inc near milepost 31.0 in Rockingham County, North Carolina and near MP 73 in Alamance County, North Carolina, and (4) pig launching and receiving facilities, mainline valves and other appurtenant pipeline facilities, all as more fully set forth in the application, which is on file with the Commission and open for public inspection.

The filing may also be viewed on the web at <http://www.ferc.gov> using the “eLibrary” link. Enter the docket number excluding the last three digits in the docket number field to access the document. For assistance, please contact FERC Online Support at FERCOnlineSupport@ferc.gov or toll free at (866) 208-3676, or TTY, contact (202) 502-8659.

Any questions concerning this application may be directed to William Lavarco, by telephone at (202) 347-7127 or by email at: William.lavarco@nee.com.

There are two ways to become involved in the Commission's review of this project. First, any person wishing to obtain legal status by becoming a party to the proceedings for this project should, on or before the comment date stated below, file with the Federal Energy Regulatory Commission, 888 First Street, NE, Washington, DC 20426, a motion to intervene in accordance with the requirements of the Commission's

Rules of Practice and Procedure (18 CFR 385.214 or 385.211) and the Regulations under the NGA (18 CFR 157.10). A person obtaining party status will be placed on the service list maintained by the Secretary of the Commission and will receive copies of all documents filed by the applicant and by all other parties. A party must submit 7 copies of filings made with the Commission and must mail a copy to the applicant and to every other party in the proceeding. Only parties to the proceeding can ask for court review of Commission orders in the proceeding.

However, a person does not have to intervene in order to have comments considered. The second way to participate is by filing with the Secretary of the Commission, as soon as possible, an original and two copies of comments in support of or in opposition to this project. The Commission will consider these comments in determining the appropriate action to be taken, but the filing of a comment alone will not serve to make the filer a party to the proceeding. The Commission's rules require that persons filing comments in opposition to the project provide copies of their protests only to the party or parties directly involved in the protest.

The Commission strongly encourages electronic filings of comments, protests and interventions in lieu of paper using the “eFiling” link at <http://www.ferc.gov>. Persons unable to file electronically should submit an original and 7 copies of the protest or intervention to the Federal Energy regulatory Commission, 888 First Street, NE, Washington, DC 20426.

Nathaniel J. Davis, Sr.,
Deputy Secretary.



MVP Southgate Project

Docket No. CP19-__-000

Exhibit A – Mountain Valley LLC Agreement

Public Version-Redacted

*Portions of this Exhibit have been redacted pursuant to a request for confidential treatment under Rule 24b-2 of the General Rules and Regulations under the Securities Exchange Act. Omitted information marked “[***]” in this Exhibit has been filed with the Securities and Exchange Commission together with such request for confidential treatment.*

**THIRD AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
MOUNTAIN VALLEY PIPELINE, LLC
A Delaware Series Limited Liability Company**

April 6, 2018

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Schedule I – Members; Series Schedules

**THIRD AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
MOUNTAIN VALLEY PIPELINE, LLC**

This THIRD AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this “*Agreement*”) OF MOUNTAIN VALLEY PIPELINE, LLC, dated as of April 6, 2018 (the “*Effective Date*”), is adopted and agreed to by Mountain Valley Pipeline, LLC, a Delaware limited liability company (the “*Company*”), MVP Holdco, LLC, a Delaware limited liability company (“*EQT*”), US Marcellus Gas Infrastructure, LLC, a Delaware limited liability company (“*USG*”), VED NPI IV, LLC, a Delaware limited liability company (“*Vega Carryco*”), WGL Midstream, Inc., a Delaware corporation (“*WGL*”), RGC Midstream, LLC, a Virginia limited liability company (“*Roanoke*”), and Con Edison Gas Pipeline and Storage, LLC, a New York limited liability company (“*Con Edison*”), and each Person from time to time admitted to the Company as a Member in accordance with the terms hereof.

RECITALS

WHEREAS, on August 22, 2014, the Company was formed upon the filing of the Delaware Certificate (as hereinafter defined) in accordance with the Act (as hereinafter defined) for the purpose of developing, constructing, owning, and operating the Mainline Facilities (as defined herein) and EQT, as the Company’s initial member, entered into a written agreement governing the affairs of the Company and the conduct of its business (the “*Initial Agreement*”);

WHEREAS, on August 28, 2014, EQT, USG and the Company entered into that certain First Amended and Restated Limited Liability Company Agreement of the Company (the “*First Amended and Restated Agreement*”) to make certain provisions regarding the affairs of the Company and the conduct of its business and the rights and obligations of the Members on the terms and subject to the conditions set forth therein;

WHEREAS, on March 10, 2015, EQT, USG, Vega Midstream MVP LLC (“*Vega*”), Vega Carryco, WGL and the Company entered into that certain Second Amended and Restated Limited Liability Company Agreement of the Company (the “*Second Amended and Restated Agreement*”) to (a) admit Vega, Vega Carryco and WGL as Members of the Company and (b) make certain additional provisions regarding the affairs of the Company and the conduct of its business and the rights and obligations of the Members on the terms and subject to the conditions set forth therein;

WHEREAS, on January 21, 2016, in connection with the execution and delivery by Con Edison of a joinder to the Second Amended and Restated Agreement (the “*Con Edison Joinder*”), pursuant to which Con Edison became a Member of the Company, EQT, USG and the Company entered into that certain First Amendment to Second Amended and Restated Limited Liability Company Agreement of the Company (the “*First Amendment*”) to, among other things, [***];

WHEREAS, on October 24, 2016, in connection with the consummation of the Disposition by Vega of its Membership Interest to WGL, WGL, Vega and Vega Carryco, and EQT, USG and the Company, entered into that certain Second Amendment to Second Amended and Restated Limited Liability Company Agreement of the Company (the “*Second Amendment*”) to revise,

among other things, certain distribution rights contained in Section 5.01 of the Second Amended and Restated Agreement;

WHEREAS, on April 6, 2018, the Delaware Certificate was amended and restated in order to add a provision related to designating the Company a “series” limited liability company in accordance with the Act; and

WHEREAS, the Members desire to amend and restate the Second Amended and Restated Agreement to, among other things, (a) provide for the ability to construct, own, operate or lease Additional Transportation Facilities (as hereinafter defined) in addition to the Mainline Facilities, (b) modify the capital structure of the Company to create different Series of Membership Interests with respect to the Mainline Facilities and any Additional Transportation Facilities and to allow for the issuance of such Series of Membership Interests and (c) make certain additional provisions regarding the affairs of the Company and the conduct of its business and the rights and obligations of the Members on the terms and subject to the conditions set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Members agree as follows:

ARTICLE 1 DEFINITIONS

1.01 Definitions. As used in this Agreement, the following terms have the respective meanings set forth below or set forth in the Sections referred to below:

AAA – has the meaning set forth in Section 11.05(a).

Act – means the Delaware Limited Liability Company Act.

Additional Contribution/Loan – has the meaning set forth in Section 4.06(a)(ii).

Additional Contribution/Loan Members – has the meaning set forth in Section 4.06(a)(ii).

Additional Series – has the meaning set forth in Section 3.01(c).

Additional Series Management Committee – has the meaning sets forth in Section 6.02.

Additional Series Management Committee Member – has the meaning set forth in Section 6.02.

Additional Series Member – has the meaning set forth in Section 3.01(c).

Additional Transportation Facilities – means additional pipeline, compression and related facilities developed, constructed, owned and managed by the Company or a Series other than the Mainline Facilities or any such facilities that have been previously approved in accordance with the terms of this Agreement.

Adjusted Capital Account – means, with respect to each Series, the Capital Account maintained for each Member as provided in Section 4.05, (a) increased by (i) an amount equal to such Member’s allocable share of Minimum Gain, with respect to each Series, as computed in accordance with the applicable Treasury Regulations, and (ii) the amount that such Member is deemed to be obligated to restore, with respect to each Series, pursuant to Treasury Regulation Section 1.704-1(b)(2)(ii)(c), if any, and (b) reduced by the adjustments provided for in Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(4)-(6), with respect to such Series. The foregoing definition of Adjusted Capital Account is intended to comply with the provisions of Treasury Regulation Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

Affected Facilities – has the meaning set forth in Section 6.03(c).

Affiliate – means, (a) with respect to any Person, (i) each entity that such Person Controls; (ii) each Person that Controls such Person, including, in the case of a Member, such Member’s Parent; and (iii) each entity that is under common Control with such Person, including, in the case of a Member, each entity that is Controlled by such Member’s Parent; provided that, with respect to any Member, an Affiliate shall include (x) a limited partnership or a Person Controlled by a limited partnership if such Member’s Parent has the power to appoint the general partner of such limited partnership, or such general partner is otherwise is Controlled by such Member’s Parent, or (y) a limited liability company or a Person controlled by a limited liability company if such Member’s Parent has the power to appoint the managing member or manager (or, if more than one manager, a majority of managers) of the limited liability company, or such managing member or manager(s) are Controlled by such Member’s Parent; provided, further, that, for purposes of this Agreement, the Company shall not be an Affiliate of any Member; and (b) specifically with respect to EQT, (i) EQT Corporation, a Pennsylvania corporation, and those Persons referred to in clause (a) hereof with respect to EQT Corporation and (ii) EQM and those Persons referred to in clause (a) hereof with respect to EQM.

Affiliate’s Outside Activities – has the meaning set forth in Section 6.05(a).

Agreement – has the meaning set forth in the Preamble.

Alternate Representative – means, with respect to a given Management Committee Member, an additional senior officer of such Management Committee Member identified by such Management Committee Member to the other Management Committee Member(s).

Applicable Adjustment Series – has the meaning set forth in Section 4.06(a)(ii).

Appraiser – has the meaning set forth in Section 13.11(c).

Approved Precedent Agreement – means each Precedent Agreement approved by the applicable Management Committee in accordance with the applicable provisions of Schedule I.

Arbitration – has the meaning set forth in Section 11.05(a).

Arbitration Invoking Party – has the meaning set forth in Section 11.05(b).

Arbitration Notice – has the meaning set forth in Section 11.05(b).

Arbitration Noticed Party – has the meaning set forth in Section 11.05(b).

Assignee – means any Person that acquires a Membership Interest or any portion thereof through a Disposition; provided, that an Assignee shall have no right to be admitted to the Company as a Member except in accordance with Section 3.03(b)(iii). Subject to the Preferential Rights set forth in Section 3.03(b)(ii), the Assignee of a dissolved Member is the shareholder, partner, member or other equity owner or owners of the dissolved Member to whom such Member's Membership Interest is assigned by the Person conducting the liquidation or winding-up of such Member. The Assignee of a Bankrupt Member is (a) the Person or Persons (if any) to whom such Bankrupt Member's Membership Interest is assigned by order of the bankruptcy court or other Governmental Authority having jurisdiction over such Bankruptcy, or (b) in the event of a general assignment for the benefit of creditors, the creditor to which such Membership Interest is assigned.

ATF FERC Application – means, with respect to a given Additional Transportation Facility, the document pursuant to which application for a certificate(s) of public convenience and necessity is made under Section 7 of the NGA to the FERC by the Company for authority to construct, own, acquire and operate, and provide service on, such Additional Transportation Facility.

ATF FERC Certificate – means, with respect to a given ATF FERC Application, a FERC Certificate issued by the FERC pursuant to such ATF FERC Application.

ATF FERC Response Date – means, with respect to a given ATF FERC Certificate, the date that is 30 Days following the date upon which the FERC has issued such ATF FERC Certificate.

Authorizations – means licenses, certificates, permits, orders, approvals, determinations and authorizations from Governmental Authorities having valid jurisdiction.

Available Cash – means, with respect to each Series and with respect to any Quarter ending prior to the termination of such Series, and without duplication:

(a) the sum of all cash and cash equivalents with respect to such Series on hand at the end of such Quarter (excluding any Capital Contributions received by such Series from the Members), less

(b) the amount of any cash reserves with respect to such Series that is necessary or appropriate in the reasonable discretion of the Management Committee of such Series to (i) provide for the proper conduct of the business of such Series (including reserves for future maintenance capital expenditures and for anticipated future credit needs of such Series), [***] or (ii) comply with applicable law or any loan agreement, security agreement, mortgage, debt instrument or other agreement or obligation to which such Series, or the Company with respect to such Series, is a party or by which it is bound or its assets are subject.

Notwithstanding the foregoing, “Available Cash” with respect to the Quarter in which a termination of the Series occurs and any subsequent Quarter shall be deemed to equal zero. For the avoidance of doubt, Available Cash with respect to a Series shall be determined without regard to Available Cash with respect to any other Series or any of the items set forth in clauses (a) and (b) with respect to the Company but not any Series.

Bankruptcy or Bankrupt – means, with respect to any Person, that (a) such Person (i) makes a general assignment for the benefit of creditors; (ii) files a voluntary bankruptcy petition; (iii) becomes the subject of an order for relief or is declared insolvent in any federal or state bankruptcy or insolvency proceedings; (iv) files a petition or answer seeking for such Person a reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any Law; (v) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against such Person in a proceeding of the type described in subclauses (i) through (iv) of this clause (a); or (vi) seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of such Person or of all or any substantial part of such Person’s properties; or (b) against such Person, a proceeding seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any Law has been commenced and 120 Days have expired without dismissal thereof or with respect to which, without such Person’s consent or acquiescence, a trustee, receiver, or liquidator of such Person or of all or any substantial part of such Person’s properties has been appointed and 90 Days have expired without the appointment’s having been vacated or stayed, or 90 Days have expired after the date of expiration of a stay, if the appointment has not previously been vacated.

Book Depreciation – means, with respect to any Company or Series asset for each fiscal year or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to such asset for such year or other period for federal income tax purposes, except that if the Book Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year or other period, Book Depreciation shall be an amount which bears the same ratio to such beginning Book Value as the federal income tax depreciation, amortization or other cost recovery deduction for such year or other period bears to such beginning adjusted tax basis; provided, however, that, if the adjusted tax basis of the asset is zero, Book Depreciation shall be determined under any reasonable method selected by the Management Committee; provided, further, if such asset is subject to adjustments under the remedial allocation method of Treasury Regulation Section 1.704-3(d), Book Depreciation shall be determined under Treasury Regulation Section 1.704-3(d)(2).

Book Value – means, with respect to any Company or Series asset, such asset’s adjusted basis for U.S. federal income tax purposes, except as follows:

(a) the initial Book Value of any asset contributed by a Member to the Series shall be the net agreed gross fair market value of such asset;

(b) the respective Book Values of all Company assets with respect to a Series shall be adjusted to equal their gross fair market values, as determined pursuant to Section 4.05(b), as of the time of any Revaluation Event with respect to such Series;

(c) the Book Value of any Company or Series asset distributed to any Member shall be the net agreed gross fair market value of such asset on the date of distribution;

(d) the Book Values of Company or Series assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Section 734(b) or Section 743(b) of the Code, but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(m); provided, however, that Book Values shall not be adjusted pursuant to this subsection (d) to the extent an adjustment occurs pursuant to subsection (b) as a result of a Revaluation Event in connection with a transaction that would otherwise result in an adjustment pursuant to this subsection (d); and

(e) if the Book Value of an asset has been determined or adjusted pursuant to subsections (a), (b) or (d) above, such Book Value shall thereafter be adjusted by the Book Depreciation taken into account with respect to such asset for purposes of computing Net Profit and Net Loss (rather than by the depreciation, amortization or other cost recovery deduction computed for federal income tax purposes).

Breaching Member – means a Member that, as of any date, (a) has committed a failure or breach of the type described in the definition of “Default,” (b) has received a written notice with respect to such failure or breach of the type described in such definition of “Default,” and (c) has not cured such failure or breach as of the applicable cure period set forth in such definition of “Default.”

Business Day – means any day other than a Saturday, a Sunday, or a holiday on which national banking associations in the State of Delaware are closed.

[***]

Capital Account – means, with respect to each Series, the account maintained by the Company for each Member of such Series in accordance with Section 4.05.

Capital Budget – means, with respect to each Series, (a) the Construction Budget for any Facilities applicable to such Series, (b) the capital budget associated with the Facilities applicable to such Series covered by any Approved Precedent Agreement, and (c) the annual capital budget for the Series relating to the Facilities applicable to such Series that is approved (or deemed approved) by the applicable Management Committee in accordance with this Agreement. Each Capital Budget shall cover all items that are classified as capital items under Required Accounting Practices.

Capital Call – has the meaning set forth in Section 4.01(a)(i).

Capital Contribution – means, with respect to a Member and in respect of a Series, the amount of money and the net agreed fair market value of any property (other than money) contributed to such Series by such Member. Any reference in this Agreement to the Capital Contribution(s) of a Member shall include a Capital Contribution(s) of its predecessors in interest. For the avoidance of doubt, the Capital Contributions of a Member in respect of a Series shall be

determined without regard to the Capital Contributions of a Member with respect to other Series of Membership Interests held by such Member.

Certified Public Accountants – means a nationally recognized independent public accounting firm selected from time to time by the Management Committee.

Change of Control – means:

(a) with respect to any Member, the sale of substantially all of the assets of such Member or an event (such as a Disposition of voting securities or other equity interests of such Member) that causes such Member to cease to be Controlled by such Member’s then Parent; provided that the term “Change of Control” shall not include any of the following events:

(i) with respect to a Founding Member of a given Series, an event that causes such Member’s then Parent to be Controlled by another Person; provided, however, that such an event shall constitute a “Change of Control” with respect to any Series of which such Member is a Member but is not a Founding Member;

(ii) a Disposition of the Membership Interests held by, or the equity or assets of, such Member to an Affiliate of such Member or such Member’s then Parent, or any other event, including any corporate reorganization, merger, combination or similar transaction, that results in such Member being Controlled by an Affiliate of such Member’s then Parent, including, in each case, a Disposition to a limited partnership whose general partner is Controlled by an Affiliate of such Member or its then Parent;

(iii) in the case of a Member that is a publicly traded partnership or is Controlled by a publicly traded partnership, any Disposition of units or issuance of new units representing limited partner interests by such publicly traded partnership, whether to an Affiliate or an unrelated party and whether or not such units or interests are listed on a national securities exchange or quotation service so long as the general partner of such publicly traded partnership is Controlled by an Affiliate of such Member or its Parent; and

(iv) [***];

(b) with respect to an Operator, an event (such as a Disposition of voting securities or other equity interests of substantially all the assets of such Operator) that causes, directly or indirectly, such Operator to be Controlled by another Person, subject to Section 3.03(b)(v)(D). With respect to an Operator, “Change of Control” shall not include an event (i) that causes such Operator to be Controlled by an Affiliate of such Operator or an Affiliate of such Operator’s then Parent or (ii) that causes the Parent of such Operator to be Controlled by another Person so long as with respect to clause (ii) above the applicable Management Committee determines, [***] that, after giving effect to such event,

such Operator has the experience, safety record, creditworthiness, and financial wherewithal generally acceptable within the midstream natural gas industry and is and will be able to perform its obligations under the applicable COM Agreement; and

(c) notwithstanding the foregoing, and for the avoidance of doubt, any event that (i) constitutes a Change of Control under clause (a) of this definition of Change of Control or (ii) is expressly excluded from this definition of Change of Control pursuant to clauses (a)(i), (a)(ii), (a)(iii) or (a)(iv) above shall not be deemed a Disposition for purposes of Section 3.03 of this Agreement, other than for purposes of Section 3.03(b)(iv); provided, however, that Dispositions or issuances described in clause (a)(iii) shall not be deemed a Disposition for purposes of Section 3.03(b)(iv).

Change Exercise Notice – has the meaning set forth in Section 3.03(b)(v)(A).

Change Purchasing Member – has the meaning set forth in Section 3.03(b)(v)(A).

Change Unexercised Portion – has the meaning set forth in Section 3.03(b)(v)(A).

Changing Member – has the meaning set forth in Section 3.03(b)(v)(A).

Claim – means any and all judgments, claims, causes of action, demands, lawsuits, suits, proceedings, Governmental investigations or audits, losses, assessments, fines, penalties, administrative orders, obligations, costs, expenses, liabilities and damages (whether actual, consequential or punitive), including interest, penalties, reasonable attorney’s fees, disbursements and costs of investigations, deficiencies, levies, duties, imposts, remediation and cleanup costs, and natural resources damages.

Code – means the Internal Revenue Code of 1986, as amended.

COM Agreement – means (a) with respect to Series A, the Existing COM Agreement and (b) with respect to any other Series, any agreement entered into from time to time by such Series or the Company on behalf of such Series relating to the construction, operation and management of any of the Facilities owned by or allocated to such Series as specified on the Series Schedule (which, for the avoidance of doubt, may be the same COM Agreement applicable with respect to another Series).

COM Approval Matters – means (a) with respect to the Existing COM Agreement, all matters requiring the approval of the Company or providing for the exercise of rights by the Company, including, without limitation, those set forth in Sections 3.1, 3.2, 3.4, 3.5, 3.6, 4.2, 4.4, 5.1, 5.2, 7.1(b), 7.2, 8.2, and 8.3, Article 9, Sections 13.2 and 13.4, Article 15, Article 17, Section 18.6 and 18.9, Exhibit A, and Exhibit B thereto and (b) with respect to any other COM Agreement, any matters designated as “COM Approval Matters” in the applicable COM Agreement.

Company – has the meaning set forth in the Preamble.

Con Edison – has the meaning set forth in the Preamble, or any permitted transferee of any of Con Edison’s Membership Interest pursuant to Article 3 of this Agreement.

Con Edison Joinder – has the meaning set forth in the Recitals.

Confidential Information – means all information and data (including all copies thereof) that is furnished or submitted by any of the Members, their Affiliates, or Operator, whether oral, written, or electronic, to the other Members, their Affiliates, or Operator in connection with the Facilities and the resulting information and data obtained from those studies, including market evaluations, market proposals, service designs and pricing, pipeline system design and routing, cost estimating, rate studies, identification of permits, strategic plans, legal documents, environmental studies and requirements, public and governmental relations planning, identification of regulatory issues and development of related strategies, legal analysis and documentation, financial planning, gas reserves and deliverability data, studies of the natural gas supplies for the Facilities, and other studies and activities to determine the potential viability of the Facilities and their design characteristics, and identification of key issues. Notwithstanding the foregoing, the term “Confidential Information” shall not include any information that:

(a) is in the public domain at the time of its disclosure or thereafter, other than as a result of a disclosure directly or indirectly by a Member or its Affiliates in contravention of this Agreement;

(b) as to any Member or its Affiliates, was in the possession of such Member or its Affiliates prior to the execution of this Agreement and not subject to a separate confidentiality restriction;

(c) has been independently acquired or developed by a Member or its Affiliates without violating any of the obligations of such Member or its Affiliates under this Agreement; or

(d) is received from a third-party source on a non-confidential basis, provided that such third-party source is not known to be subject to an obligation of confidentiality and would not reasonably have been expected to know that the information was to be kept confidential from the applicable party.

Construction Budget – means, with respect to a Series, the then-approved capital budget covering the design, engineering, procurement, construction and installation of the Facilities applicable to such Series, as may be amended from time to time.

Contributing/Loan Member – has the meaning set forth in Section 4.06(a).

Control, Controls or Controlled – means the possession, directly or indirectly, through one or more intermediaries, of the following:

(a) (i) in the case of a corporation, 50% or more of the outstanding voting securities thereof; (ii) in the case of a limited liability company, general partnership or venture, the right to 50% or more of the distributions therefrom (including liquidating distributions); (iii) in the case of a trust or estate, including a statutory trust, 50% or more of the beneficial interest therein; (iv) in the case of a limited partnership (A) the right to 50% or more of the distributions therefrom (including liquidating distributions), (B) where the general partner of such limited partnership is a corporation, ownership of 50% or more

of the outstanding voting securities of such corporate general partner, (C) where the general partner of such limited partnership is a partnership, limited liability company or other entity (other than a corporation or limited partnership), the right to 50% or more of the distributions (including liquidating distributions) from such general partner entity, or (D) where the general partner of such limited partnership is a limited partnership, Control of the general partner of such general partner in the manner described under subclause (B) or (C) of this clause, or (v) in the case of any other entity, 50% or more of the economic or beneficial interest therein; or

(b) in the case of any entity, the power or authority, through ownership of voting securities, by contract or otherwise, to exercise predominant control over the management of the entity.

Control Notice – has the meaning set forth in Section 3.03(b)(v)(A).

Covered Person – has the meaning set forth in Section 6.07(a).

Credit Assurance – has the meaning set forth in Section 4.07(a).

Day – means a calendar day, provided that if any period of Days referred to in this Agreement shall end on a Day that is not a Business Day, then the expiration of such period shall be automatically extended until the end of the next occurring Business Day.

Deadlock – has the meaning set forth in Section 11.01.

Default – means, with respect to any Member:

(a) the failure of such Member to contribute, within [***] Days of the date required pursuant to Section 4.06, all or any portion of a Capital Contribution that such Member is required to make to a Series as provided in this Agreement; or

(b) the failure of a Member to comply in any material respect with any of its other agreements, covenants or obligations under this Agreement, or the failure of any representation or warranty made by a Member in this Agreement to have been true and correct in all material respects at the time it was made;

in the case of each of clause (a) and (b) above if such breach is not cured by the applicable Member within [***] Days of its receiving written notice of such breach from any other Member (or, if a breach of clause (b) is not capable of being cured within such [***]-Day period, if such Member fails to promptly commence substantial efforts to cure such breach or to prosecute such curative efforts to completion with continuity and diligence). The Management Committee governing matters with respect to the Series to which such failure relates may, but shall have no obligation to, extend the foregoing [***]-Day and [***]-Day periods, as determined in the Sole Discretion of the Representatives of such Management Committee.

Default Rate – means a rate per annum equal to the lesser of (a) a varying rate per annum equal to the sum of (i) the prime rate as published in *The Wall Street Journal*, with

adjustments in that varying rate to be made on the same date as any change in that rate is so published, *plus* (ii) [***]% per annum, and (b) the maximum rate permitted by Law.

Delaware Certificate – means the Certificate of Formation of the Company that was filed with the Office of the Secretary of State of Delaware on August 22, 2014, as amended on December 22, 2014, as amended and restated on or about March 10, 2015, as further amended and restated on or about the date hereof, and as may be further amended from time to time.

Delaware Courts – has the meaning set forth in Section 11.03.

Demand Event – has the meaning set forth in Section 4.07(b).

Diluted Member – has the meaning set forth in Section 3.03(b)(ii)(B).

Dispose, Disposing, or Disposition – means, with respect to any asset (including a Membership Interest or any portion thereof), a sale, assignment, transfer, conveyance, gift, exchange or other disposition of such asset, whether such disposition be voluntary, involuntary or by operation of Law (and, with respect to a Membership Interest, any derivative or similar arrangement whereby a portion or all of the economic interests in, or risk of loss or opportunity for gain with respect to, such Membership Interest is transferred or shifted to another Person), including the following: (a) in the case of an asset owned by a natural person, a transfer of such asset upon the death of its owner, whether by will, intestate succession or otherwise; (b) in the case of an asset owned by an entity, (i) a merger or consolidation of such entity (other than where such entity is the survivor thereof) or (ii) a distribution of such asset by such entity to its shareholders, partners, members, or other equity owners, including in connection with the dissolution, liquidation, winding-up or termination of such entity (unless, in the case of dissolution, such entity's business is continued without the commencement of liquidation or winding-up); and (c) a disposition in connection with, or in lieu of, a foreclosure of an Encumbrance; but such terms shall not include the creation of an Encumbrance.

Disposing Member – has the meaning set forth in Section 3.03(b)(ii)(A).

Disposition Notice – has the meaning set forth in Section 3.03(b)(ii)(A).

Dispute – has the meaning set forth in Section 11.01.

Disputing Member – has the meaning set forth in Section 11.01.

Dissolution Event – has the meaning set forth in Section 12.01.

Economic Risk of Loss – has the meaning assigned to that term in Treasury Regulation Section 1.752-2(a).

Effective Date – has the meaning set forth in the Preamble.

Encumber, Encumbering, or Encumbrance – means the creation of a security interest, lien, pledge, mortgage or other encumbrance, other than a Permitted Encumbrance, whether such encumbrance be voluntary, involuntary or by operation of Law.

EQM – means EQT Midstream Partners, LP, a Delaware limited partnership.

EQT – has the meaning set forth in the Preamble, or any permitted transferee of any of EQT’s Membership Interest pursuant to Article 3 of this Agreement.

[***]

Exchange – means any public exchange, such as the New York Stock Exchange, American Stock Exchange, The NASDAQ Stock Market or other similar listed securities exchange.

Existing COM Agreement – means the Amended and Restated Construction, Operation and Management Agreement between the Company and EQM Gathering Opco, LLC, dated June 16, 2015, as may be amended or restated from time to time.

Existing Operator – means EQM Gathering Opco, LLC, a Delaware limited liability company, or any successor thereto.

Facilities – means the Mainline Facilities and any Additional Transportation Facilities, and “**Facility**” shall refer to any one of the foregoing.

Fair Market Value – means (a) the fair market cash value of the Membership Interest of the Changing Member as determined pursuant to the terms of Section 13.11(b) or (c), as applicable, or (b) the fair market cash value of the consideration to be paid to the Disposing Member pursuant to the proposed Disposition as determined pursuant to the terms of Section 13.11(a) or (c), as applicable.

FERC – means the Federal Energy Regulatory Commission or any Governmental Authority succeeding to the powers of such commission.

FERC Certificate – means the certificate(s) of public convenience and necessity issued by the FERC.

Financing Commitment – means the definitive agreements between one or more financial institutions or other Persons and the Company or the Financing Entity pursuant to which such financial institutions or other Persons agree, subject to the conditions set forth therein, to lend money to, or purchase securities of, the Company or the Financing Entity, the proceeds of which shall be used to finance all or a portion of the Mainline Facilities or any Additional Transportation Facility or to repay loans made by the Members pursuant to Section 4.02.

Financing Entity – means a corporation, limited liability company, trust, or other entity that may be organized for the purpose of issuing securities, the proceeds from which are to be advanced directly or indirectly to the Company to finance all or a portion of the Mainline Facilities or any Additional Transportation Facility.

First Amended and Restated Agreement – has the meaning set forth in the Recitals.

First Amendment – has the meaning set forth in the Recitals.

FMV Notice – has the meaning set forth in Section 13.11(c).

Founding Members – means (a) with respect to Series A, EQT, USG and any of their respective Affiliates that are Members of Series A (and any limited partnership or master limited partnership to which such Members' Membership Interests have been assigned pursuant to Section 3.03(e) or Section 3.03(f) of this Agreement) and (b) with respect to any other Series, each Member designated as such on the applicable Series Schedule and any of their respective Affiliates that are Members of such Series; provided, however, that, in each case, a Member shall automatically cease to constitute a Founding Member or have any of the rights applicable to Founding Members as set forth in this Agreement with respect to such Series from and after the time that such Member and its Affiliates that are Members of such Series collectively own Membership Interests of such Series having a Sharing Ratio with respect to such Series of less than [***]%.

FPL – has the meaning set forth in Section 6.05(f).

GAAP – means United States generally accepted accounting principles.

Gas Transportation Service Agreements – means the gas transportation service agreements by and between the Company or its designee and the Shippers for the transportation of natural gas through the Mainline Facilities or any Additional Transportation Facility.

General Buy-out Right – has the meaning set forth in Section 3.03(b)(v)(A).

General Preferential Right – has the meaning set forth in Section 3.03(b)(ii)(A).

Governmental Authority (or **Governmental**) – means a federal, state, local or foreign governmental authority; a state, province, commonwealth, territory or district thereof; a county or parish; a city, town, township, village or other municipality; a district, ward or other subdivision of any of the foregoing; any executive, legislative or other governing body of any of the foregoing; any agency, authority, board, department, system, service, office, commission, committee, council or other administrative or regulatory body of any of the foregoing; including the FERC, any Exchange, any court or other judicial body; and any officer, official or other representative of any of the foregoing.

[***]

Indebtedness – means any amount (absolute or contingent) payable by the Company or any Series as debtor, borrower, issuer, guarantor or otherwise, pursuant to (a) an agreement or instrument involving or evidencing money borrowed, the advance of credit, a conditional sale or a transfer with recourse or with an obligation to repurchase; (b) indebtedness of a third party guaranteed by or secured by (or for which the holder of such indebtedness has an existing right, contingent or otherwise, to be secured by) any lien on assets owned or acquired by the Company or any Series, whether or not the indebtedness secured thereby has been assumed; (c) purchase-money indebtedness and capital lease obligations; (d) an interest rate protection agreement, foreign currency exchange agreement or other hedging arrangement; or (e) a letter of credit issued for the account of the Company or any Series.

Indemnified Body – has the meaning set forth in Section 3.01(h).

Indemnifying Series – has the meaning set forth in Section 3.01(h).

Initial Agreement – has the meaning set forth in the Recitals.

Initial Operating Budget – means, (a) with respect to Series A, an Operating Budget covering the 12-month period following the In-Service Date with respect to the Mainline Facilities, as approved by the Series A Management Committee on February 11, 2015, and (b) with respect to any other Series, an Operating Budget Covering the 12-month period following the In-Service Date with respect to such Additional Transportation Facility applicable to such Series, as approved by the applicable Management Committee in connection with the approval of such Additional Transportation Facility, in each case as may be amended from time to time.

Investment Grade – means, with respect to any Person, having debt rated as investment grade by at least two of the three nationally-recognized ratings agencies, being at least [***] for Moody’s Investor Services and at least [***] for each of Standard & Poor’s and Fitch Ratings.

In-Service Date – means, with respect to a Facility, the date of the placing of such Facility in service.

Law – means any applicable constitutional provision, statute, act (including the Act), code (including the Code), law, regulation, rule, ordinance, order, decree, ruling, proclamation, resolution, judgment, decision, declaration, or interpretative or advisory opinion or letter of a Governmental Authority having valid jurisdiction.

Letter of Credit – means an irrevocable, unconditional, transferable standby letter of credit in form and substance satisfactory to the applicable Management Committee for the benefit of the Company or any Series, issued by a United States bank or a foreign bank with a United States branch, with United States based assets of at least \$10,000,000,000 and a rating of “[***]” or better from Standard & Poor’s Ratings Service or a rating of “[***]” from Moody’s Investor Service.

Mainline Facilities – means (a) approximately 300 miles of pipeline having a capacity of approximately 2.0 Bcf/day and expected to be 42 inches in diameter and certain compression facilities, as described in the FERC Certificate for such facilities, if and as amended from time to time, together with any upgrades thereto, extending from the tailgate of the MarkWest Mobley plant in Smithfield, West Virginia to Transco Station 165 near Chatham, Virginia; (b) constructing or installing any pipeline that would loop (as such term is commonly used in the natural gas pipeline industry) the facilities described in clause (a) above; (c) installing or upgrading any compression with respect to the facilities described in clause (a) above; and (d) increasing the transportation capacity of the facilities described in clause (a) above through the installation of greater capacity pipe, looping, or similar improvements.

Management Committee – means the Series A Management Committee or any Additional Series Management Committee, as the context requires.

Management Committee Member – means any Series A Management Committee Member or any Additional Series Management Committee Member, as the context requires.

Material Contracts – means any of the following contracts, agreements, letter agreements or other instruments to which the Company or any Series is or becomes a party after the Effective Date: engineering, procurement and construction contracts, contracts for the construction of the Facilities, contracts for the procurement of pipe, compression and associated equipment and any other contracts that require expenditures by the Company or any Series in excess of [***] Dollars (\$[***]) in the aggregate or provide for revenue to the Company or any Series in excess of [***] Dollars (\$[***]), in each case, subject to the approval of the Management Committee(s) governing matters with respect to the Facility or Facilities to which such contracts, agreements, letter agreements or other agreements relate, in each case in accordance with the applicable provisions of the Series Schedules.

Matured Financing Obligation – means the Company’s or a Series’ debt for borrowed money (including any related interest, costs, fees, hedge unwind costs or other repayment obligations) that has become due (including by acceleration or any full or partial mandatory prepayment thereof) under any Financing Commitment.

Member – means any Person executing this Agreement as of the date of this Agreement as a member of a Series or hereafter admitted to a Series as a member as provided in this Agreement, but such term does not include any Person who has ceased to be a member in the Company. For the avoidance of doubt, a Member must be a Member with respect to at least one Series, and no Person shall own a Membership Interest with respect to the Company only. Members of a Series shall be deemed to be members of the Company for purposes of the Act having such rights, powers and obligations as set forth herein with respect to each Series in which such Member owns a Membership Interest.

Member Nonrecourse Debt – has the meaning assigned to the term “partner nonrecourse debt” in Treasury Regulation Section 1.704-2(b)(4).

Member Nonrecourse Debt Minimum Gain – has the meaning assigned to the term “partner nonrecourse debt minimum gain” in Treasury Regulation Section 1.704-2(i)(2).

Member Nonrecourse Deductions – has the meaning assigned to the term “partner nonrecourse deductions” in Treasury Regulation Sections 1.704-2(i)(1) and 1.704-2(i)(2).

Membership Interests – has the meaning set forth in Section 3.01(a).

Minimum Gain – means, with respect to each Series, (a) with respect to Nonrecourse Liabilities associated with the Series, the amount of gain that would be realized by the Company with respect to the Series if it disposed of (in a taxable transaction) all Company properties with respect to the Series that are subject to the Nonrecourse Liabilities in full satisfaction of the Nonrecourse Liabilities, computed in accordance with Treasury Regulation Section 1.704-2(d), or (b) with respect to each Member Nonrecourse Debt, the amount of gain that would be realized by the Company with respect to the Series if it disposed of (in a taxable transaction) the Company property with respect to the Series that is subject to such Member

Nonrecourse Debt in full satisfaction of such Member Nonrecourse Debt, computed in accordance with Treasury Regulation Section 1.704-2(i).

Necessary Regulatory Approvals – means all Authorizations as may be required (but excluding Authorizations of a nature not customarily obtained prior to commencement of construction of facilities) in connection with (a) the formation of the Company; (b) with respect to the Mainline Facilities, (i) the construction, acquisition and operation of the Mainline Facilities and (ii) the transportation of the natural gas to be transported under the applicable Gas Transportation Service Agreements through the Mainline Facilities, including the FERC Certificate for the Mainline Facilities; and (c) with respect to an Additional Transportation Facility, (i) the construction, acquisition and operation of such Additional Transportation Facility and (ii) the transportation of natural gas to be transported under the applicable Gas Transportation Service Agreements through such Additional Transportation Facility, including the ATF FERC Certificate relating to such Additional Transportation Facility.

Net Profit or Net Loss – means, with respect to any fiscal year or other period and with respect to a Series, the net income or net loss of such Series for such period determined in accordance with U.S. federal income tax accounting principles and Section 703(a) of the Code (including any items that are separately stated for purposes of Section 702(a) of the Code), with the following adjustments (without duplication):

(a) any income of such Series that is exempt from U.S. federal income tax shall be included as income;

(b) any expenditures of such Series that are described in Section 705(a)(2)(B) of the Code or treated as so described pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(i) shall be treated as current expenses;

(c) if such Series' assets are distributed to the Members in kind, such distributions shall be treated as sales of such assets for cash at their respective fair market values in determining Net Profit and Net Loss;

(d) in the event the Book Value of any asset of such Series is adjusted pursuant to a Revaluation Event, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Net Profit or Net Loss for the fiscal year or other relevant period in which such adjustment occurs;

(e) to the extent an adjustment to the adjusted tax basis of any asset of such Series pursuant to Section 734(b) of the Code is required pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Member's Membership Interest, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account in computing Net Profit and Net Loss;

(f) gain or loss resulting from any disposition of any asset of such Series with respect to which gain or loss is recognized for federal income tax purposes shall be computed by

reference to the Book Value of the asset disposed of, notwithstanding that the adjusted tax basis of such property differs from its Book Value;

(g) in lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing federal taxable income or loss, there shall be taken into account Book Depreciation for such fiscal year or other period; and

(h) all items of income, gain, loss or deduction specially allocated pursuant to Section 5.02(b) shall be excluded from the determination of Net Profit or Net Loss.

To the extent Net Profit or Net Loss, or items thereof, are not allocable to any particular Series, such items should be allocated among the various Series by the Series A Management Committee in its discretion.

New Member – means a Person admitted as a Member after the Effective Date pursuant to the terms and conditions of this Agreement.

NGA – means the Natural Gas Act of 1938, as amended.

Non-Changing Founding Member – has the meaning set forth in Section 3.03(b)(v)(D).

Non-Contributing/Loan Member – has the meaning set forth in Section 4.06(a).

Non-Disposing Founding Member – has the meaning set forth in Section 3.03(b)(ii)(A).

Nonrecourse Deductions – has the meaning assigned that term in Treasury Regulation Sections 1.704-2(b) and 1.704-2(c).

Nonrecourse Liabilities – means, with respect to any Series, nonrecourse liabilities (or portions thereof) associated with the Series for which no Member bears the economic risk of loss, as determined under Treasury Regulation Sections 1.704-2(b)(3) and 1.752-1(a)(2).

Operating Budget – means, with respect to a Series, the Initial Operating Budget and each subsequent annual operating budget for the Series that is approved (or deemed approved) by the applicable Management Committee in accordance with this Agreement. Each Operating Budget shall cover all items that are classified as non-capital items under Required Accounting Practices.

Operator – means the Existing Operator and/or any other operator designated under a COM Agreement. The Operator under each COM Agreement shall be the same as the Operator under the Existing COM Agreement unless the Operator under the Existing COM Agreement consents otherwise.

[***]

Operator Preferential Right – has the meaning set forth in Section 3.03(b)(ii)(D).

Outstanding Capital Contributions – means, with respect to each Series and with respect to any Member as of the time of any determination and with respect to each Series, the excess, if any, of (a) the aggregate Capital Contributions previously made by such Member with respect to the Series, over (b) the aggregate distributions previously made by the Company to such Member with respect to the Series pursuant to Article 5.

Owner Performance Rights – means (a) with respect to the Existing COM Agreement, the matters set forth in Section 4.4 thereto and (b) with respect to any other COM Agreement, any matters designated as “Owner Performance Rights” in the applicable COM Agreement for such Series.

Parent – means (a) with respect to a Member, the Person that directly or indirectly ultimately Controls such Member, as set forth in Schedule I, which shall be promptly updated by a Member upon any change to the identity of such Member’s Parent, or (b) with respect to an Operator, the Person that ultimately Controls such Operator.

Parent Decision Makers – means the chief executive officer of the Parent of each Founding Member with respect to the applicable Series or another senior executive officer designated in writing by the chief executive officer of the Parent of such Founding Members (a copy of which writing to be delivered promptly to the non-delivering Member(s)).

Partnership Representative – has the meaning set forth in Section 8.03(g).

Performance Assurances – has the meaning set forth in Section 4.01(b).

Permitted Encumbrance – means (a) liens for taxes or assessments not yet due or not yet delinquent or, if delinquent, that are being contested in good faith in the normal course of business; (b) easements, rights-of-way, servitudes, permits, surface leases, and other rights in respect of surface operations, pipelines, grazing, logging, canals, ditches, reservoirs or the like, and easements for streets, alleys, highways, pipelines, telephone lines, power lines, railways, and other easements and rights-of-way, on, over or in respect of any properties that do not materially impair the use of the assets of, or the operation of the business of, the Company; and (c) rights reserved to or vested in any municipality or governmental, statutory, or public authority to control or regulate any properties in any manner, and all applicable Laws of any Governmental Authority.

Person – has the meaning assigned that term in Section 18-101(11) of the Act and also includes a Governmental Authority and any other entity.

Precedent Agreement – means any agreement between the Company or a Series and a prospective shipper of natural gas through the Mainline Facilities or any Additional Transportation Facility that involves the commitment by such shipper to pay demand charges in return for a firm transportation obligation on the part of the Company or Series, in each case subject to the satisfaction of one or more conditions precedent.

Preferential Exercise Notice – has the meaning set forth in Section 3.03(b)(ii)(A).

Preferential Purchasing Member – has the meaning set forth in Section 3.03(b)(ii)(A).

Preferential Right – means, collectively, the General Preferential Right, the Shipper Assignee Preferential Right, the Second Shipper Assignee Preferential Right and the Operator Preferential Right.

[***]

[***]

Project Schedule – means (a) with respect to Series A, a schedule containing milestones and including details to support all major development, engineering, procurement, construction, commissioning and testing activities of the Mainline Facilities during the period prior to the In-Service Date for the Mainline Facilities, as approved by the Series A Management Committee on February 11, 2015, and (b) with respect to each other Series, a schedule containing milestones and including details to support all major development, engineering, procurement, construction, commissioning and testing activities of any Additional Transportation Facility applicable to such Series during the period prior to the In-Service Date for such Additional Transportation Facility, as approved by the applicable Management Committee in connection with the approval of such Additional Transportation Facility, in each case as may be amended from time to time.

Qualified Guarantor – means, with respect to a Member, such Member’s Parent or a subsidiary of such Member’s Parent, in each case, so long as such Person is Investment Grade.

Quarter – unless the context requires otherwise, means a fiscal quarter of the Company.

Related Party Matter – means (a) any occurrence or circumstance where (i) the Company or a Series, on the one hand, and a Member or an Affiliate of such Member, on the other hand, propose to enter into, terminate, or amend a contract or arrangement with each other, including, without limitation, a Gas Transportation Service Agreement, a Precedent Agreement, a COM Agreement, or any other contract or arrangement, or (ii) any Member believes that a dispute has arisen between the Company or a Series and an Affiliate of any Member under a Gas Transportation Service Agreement, a Precedent Agreement, a COM Agreement, or any other contract or arrangement, or (iii) a matter with respect to enforcement under any such Gas Transportation Service Agreement, Precedent Agreement, COM Agreement, or other contract or arrangement is involved; (b) making any determination as to the suitability of a Qualified Guarantor of a Member or substitution of a successor Qualified Guarantor of such Member; (c) the appointment of any Operator or Shipper that is an Affiliate of a Member; (d) any decision by the Company or a Series to exercise any of Owner Performance Rights under an applicable COM Agreement while an Affiliate of a Member is the Operator under such COM Agreement; or (e) making any determination, not to be unreasonably withheld, with respect to the suitability of an Operator pursuant to clause (b) of the definition of Change of Control.

Representative – means, with respect to a given Management Committee Member, a senior officer of such Management Committee Member identified by such Management Committee Member to the other Management Committee Member(s). The term “**Representative**”

shall also refer to any Alternate Representative that is actually performing the duties of the applicable Representative.

Required Accounting Practices – means the accounting rules and regulations, if any, at the time prescribed by the Governmental Authorities under the jurisdiction of which the Company is at the time operating and, to the extent of matters not covered by such rules and regulations, generally accepted accounting principles as practiced in the United States at the time prevailing for companies engaged in a business similar to that of the Company.

Revaluation Event – has the meaning set forth in Section 4.05(b).

Roanoke – has the meaning set forth in the Preamble, or any permitted transferee of any of Roanoke’s Membership Interest pursuant to Article 3 of this Agreement.

Rules – has the meaning set forth in Section 11.05(a).

Second Amended and Restated Agreement – has the meaning set forth in the Recitals.

Second Amendment – has the meaning set forth in the Recitals.

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[***]

[***]

Selection Notice – has the meaning set forth in Section 11.05(c).

Series – has the meaning set forth Section 3.01(c).

Series A Management Committee – has the meaning set forth in Section 2.02 of Schedule I-A.

Series A Management Committee Member – has the meaning set forth in Section 2.01 of Schedule I-A.

Series A Member – mean a Member holding Series A Membership Interests from time to time, in its capacity as such and not in its capacity as the holder of any other Series of Membership Interests.

Series A Membership Interests – has the meaning set forth in Section 3.01(b).

Series Schedule – has the meaning set forth in Section 3.01(d).

Sharing Ratio – means, with respect to a Series and subject in each case to adjustments in accordance with this Agreement or in connection with Dispositions of Membership

Interests, (a) in the case of a Member executing this Agreement as of the date of this Agreement or a Person acquiring such Member's Membership Interest, the percentage specified for that Member as its Sharing Ratio in respect of the applicable Series on Schedule I with respect to a Series, and (b) in the case of Membership Interests issued pursuant to Section 3.04, the Sharing Ratio in respect of the applicable Series established pursuant thereto; provided that the total of all Sharing Ratios in respect of a particular Series shall always equal 100%. For the avoidance of doubt, Sharing Ratios shall be determined separately with respect to each Series, and each Member's Sharing Ratio(s) shall be determined separately with respect to each Series held thereby.

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[***]

Shippers – means each Person that (a) has entered into a Gas Transportation Service Agreement with the Company or its designee (or, if applicable, a Precedent Agreement relating thereto) to provide transportation of natural gas through a Facility and (b) meets the criteria for creditworthiness determined by the Management Committee governing matters with respect to such Facility.

Side Letters – means any letter or other agreement entered into between the Company or a Series and a Member or a prospective Member that is related to such Member's or prospective Member's Membership Interest or rights and obligations relating thereto.

Sole Discretion – means, with respect to any Representative, such Representative's sole and absolute discretion, with or without cause, subject to such conditions as such Representative shall deem appropriate and without taking into account the interests of, and without incurring liability to, the Company, any other Member or Representative, or any Affiliate, officer or employee of the Company or any other Member.

Subject Contract – has the meaning set forth in Section 4.07(a).

Supermajority Interest – means (a) with respect to the Company (and not any particular Series) and such other matters as set forth in Section 6.03, and with respect to Series A, the approval of the Representatives of the Series A Founding Members representing greater than [***]% of the Sharing Ratios of the Series A Founding Members in respect of Series A Membership Interests, and (b) with respect to each Additional Series, the approval of the Representatives of the Founding Members of such Additional Series representing greater than [***]% of the Sharing Ratios of such Founding Members in respect of such Additional Series; provided, however, that, in each case, in the event there are no longer any Founding Members with respect to a Series, "Supermajority Interest" with respect to the applicable Series shall require the approval of the Representatives of the Members of such Series representing greater than [***]% of the Sharing Ratios in respect of such Series.

Target Capital Account Amount – has the meaning set forth in Section 5.02(a).

Tax Matters Member – has the meaning set forth in Section 8.03(a).

Term – has the meaning set forth in Section 2.07.

Total Event Demand Amount – has the meaning set forth in Section 4.07(b).

Treasury Regulations – means the regulations (including temporary regulations) promulgated by the United States Department of the Treasury pursuant to and in respect of provisions of the Code. All references herein to sections of the Treasury Regulations shall include any corresponding provision or provisions of succeeding, similar or substitute, temporary or final Treasury Regulations.

USG – has the meaning set forth in the Preamble, or any permitted transferee of any of USG’s Membership Interest pursuant to Article 3 of this Agreement.

Vega – has the meaning set forth in the Recitals.

Vega Carryco – has the meaning set forth in the Preamble, or any permitted transferee of any of Vega Carryco’s Membership Interest pursuant to Article 3 of this Agreement.

[***]

WGL – has the meaning set forth in the Preamble, or any permitted transferee of any of WGL’s Membership Interest pursuant to Article 3 of this Agreement.

Withdrawal, or **Withdrawn** – means or refers to the withdrawal, resignation, or retirement of a Member from a Series or the Company. Such terms shall not include any Dispositions of Membership Interests (which are governed by Sections 3.03(a) and (b)), even though the Member making a Disposition may cease to be a Member as a result of such Disposition.

Withdrawn Member – has the meaning set forth in Section 10.03.

Other terms defined herein have the meanings so given them.

1.02 Interpretation. Unless the context requires otherwise: (a) the gender (or lack of gender) of all words used in this Agreement includes the masculine, feminine and neuter; (b) references to Articles and Sections refer to Articles and Sections of this Agreement; (c) references to Exhibits refer to the Exhibits attached to this Agreement, each of which is made a part hereof for all purposes; (d) references to Laws refer to such Laws as they may be amended from time to time, and references to particular provisions of a Law include any corresponding provisions of any succeeding Law; (e) references to money refer to legal currency of the United States of America; (f) the definitions given for terms in this Article 1 and elsewhere in this Agreement shall apply to both the singular and plural forms of the terms defined, (g) the conjunction “or” shall be understood in its inclusive sense (i.e., and/or); (h) the words “hereby”, “herein”, “hereunder”, “hereof” and words of similar import refer to this Agreement as a whole (including any Exhibits and Schedules hereto) and not merely to the specific section, paragraph or clause in which such word appears; and (i) the word “including” and words of similar import when used in this Agreement will mean “including, without limitation,” unless otherwise specified.

ARTICLE 2 ORGANIZATION

2.01 Formation. The Company has been organized as a Delaware series limited liability company by the filing of the Delaware Certificate and execution of the Initial Agreement as of August 22, 2014.

2.02 Name. The name of the Company is Mountain Valley Pipeline, LLC, and all Company business shall be conducted in that name or such other names that comply with Law as the Series A Management Committee may select.

2.03 Registered Office; Registered Agent; Principal Office in the United States; Other Offices. The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Delaware Certificate or such other office (which need not be a place of business of the Company) as the Series A Management Committee may designate in the manner provided by Law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Delaware Certificate or such other Person or Persons as the Series A Management Committee may designate in the manner provided by Law. The principal office of the Company in the United States shall be at such place as the Series A Management Committee may designate, which need not be in the State of Delaware, and the Company shall maintain records there or such other place as the Series A Management Committee shall designate and shall keep the street address of such principal office at the registered office of the Company in the State of Delaware. The Company may have such other offices as the Series A Management Committee may designate.

2.04 Purposes. The purposes of the Company are (a) to plan, design, construct, acquire, own, finance, maintain, and operate the Facilities (including through the ownership of equity interests of a Person who owns any Facilities), (b) to market the services of the Facilities, (c) to engage in the transmission of natural gas through the Facilities, (d) to lease any of the Facilities or any capacity thereon, (e) to lease capacity in pipelines or related facilities owned or leased by third parties and (f) to engage in any activities directly or indirectly relating thereto, including the Disposition of any of the Facilities.

2.05 No State Law Partnership. The Members intend that the Company shall be a limited liability company and, except as provided in Article 8 with respect to U.S. federal income tax treatment (and other tax treatment therewith), the Company shall not be a partnership (including a limited partnership) or joint venture, and no Member shall be a partner or joint venture of any other Member, for any purposes, and this Agreement may not be construed to suggest otherwise.

2.06 Foreign Qualification. Prior to the Company's conducting business in any jurisdiction other than Delaware, the Series A Management Committee shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Series A Management Committee, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction. At the request of the Series A Management Committee, each Member shall execute, acknowledge, swear to, and deliver all certificates and other instruments conforming with this Agreement that are strictly necessary to

qualify, continue, and terminate the Company as a foreign limited liability company in all such jurisdictions in which the Company may conduct business; provided, that no such certificate or instrument shall create any liability on behalf of such Member.

2.07 Term. The period of existence of the Company (the “*Term*”) commenced on August 22, 2014 and shall end at such time as a certificate of cancellation is filed with the Secretary of State of Delaware in accordance with Section 12.04.

2.08 Title to Property. All assets, property and rights of the Company shall be owned or leased by the Company and all assets, property and rights of each Series shall be owned or leased by such Series, except that the Company shall own or lease assets, property and rights of a Series (a) where the Company is required to own or lease such assets, property, and rights on behalf of such Series in order to comply with applicable Law or (b) as otherwise determined by the Series A Management Committee and the Additional Series Management Committee of such Series, acting together, and, except with respect to assets, property or rights of the Company or any Series leased or licensed to the Company or a Series by a Member (subject to the terms hereof), no Member shall have any ownership interest in such assets, property or rights in its individual name or right, and each Member’s Membership Interest shall be personal property for all purposes. Subject to Section 3.01(b), the Company shall hold all assets, property and rights of the Company or any Series in the name of the Company or such Series, as the case may be, and not in the name of any Member.

ARTICLE 3 MEMBERSHIP INTERESTS; DISPOSITIONS OF INTERESTS

3.01 Capital Structure.

(a) The capital structure of the Company shall consist of one or more series of limited liability company interests called “*Membership Interests*,” which shall represent, with respect to any Member and with respect to each Series, (i) that Member’s status as a Member of such Series; (ii) that Member’s share of the income, gain, loss, deduction, and credits of, and the right to receive distributions from, such Series; (iii) any [***] to which that Member is entitled pursuant to Section 4.06(c); (iv) all other rights, benefits, and privileges enjoyed by that Member (under the Act, this Agreement, or otherwise) in its capacity as a Member of such Series, including that Member’s rights to vote, consent, and approve amendments to this Agreement pursuant to Section 13.05; (v) a Member’s rights, if any, to participate in the management of such Series through any Management Committee; and (vi) all obligations, duties, and liabilities imposed on that Member (under the Act or this Agreement or otherwise) in its capacity as a Member of such Series, including any obligations to make Capital Contributions to such Series to the extent set forth in Article 4.

(b) As of the Effective Date, the Membership Interests consist of one Series, referred to as “*Series A Membership Interests*;” provided, that concurrently with the execution hereof an Additional Series referred to as “*Series B Membership Interests*” has been approved by the Series A Management Committee (or the predecessor thereof prior to the execution of this Agreement). Set forth on Schedule I-A are, with respect to each Series A Member, such Series A Member’s name, notice information, Series A Membership Interests, applicable Sharing Ratios,

Parent, Representatives (if applicable) and certain other information with respect thereto. The information regarding the ownership of Series A Membership Interests set forth on Schedule I-A may be updated by the Series A Founding Members from time to time to reflect certain administrative changes thereto (e.g., changes in the applicable Sharing Ratio upon a Disposition of Series A Membership Interests pursuant to this Agreement or changes to a Series A Member's contact information) without approval of any other Member.

(c) The Series A Management Committee (or the predecessor thereof prior to the execution of this Agreement, in the case of Series existing on the date of this Agreement) may, in the Sole Discretion of the Representatives thereto, from time to time, authorize additional Series pursuant to Section 18-215(b) of the Act (each, a "**Series**"), and the Additional Series Management Committee of the applicable Additional Series may, subject to and in accordance with Section 3.04, issue Membership Interests of the applicable Additional Series, in connection with Additional Transportation Facilities, each of which Additional Series shall be designated by a sequential letter (e.g., Series B Membership Interests, Series C Membership Interests, etc.) (each, an "**Additional Series**," and each Member holding a Membership Interest of an Additional Series, in its capacity as such and not in its capacity as the holder of any other Series of Membership Interests, an "**Additional Series Member**"). In connection with the authorization of each Additional Series pursuant to this Section 3.01(c), the Series A Management Committee shall append a new sequential Series Schedule (e.g., Schedule I-B, Schedule I-C, etc.) hereto describing (i) the Additional Transportation Facilities to which such Additional Series relates, (ii) any specific governance rights held by Additional Series Members, including any Management Committee rights with respect to such Additional Series, (iii) obligations, duties and liabilities accruing to each Additional Series Member in respect of the development of the Additional Transportation Facilities to which such Additional Series relates, (iv) any Performance Assurances required to be delivered to the Company by or on behalf of the Additional Series Members, including the timing of the delivery of, and the amount of, such Performance Assurances, and (v) any other rights, benefits, privileges, obligations, duties or liabilities accruing to Members holding Membership Interests of such Additional Series not otherwise provided for in this Agreement. Legal title to any assets allocated to a Series may be held in the name of such Series or in the Company's name (on behalf of such Series), as may be determined by the Series A Management Committee and the Additional Series Management Committee of such Series, acting together, in accordance with Section 2.08. The Series A Founding Members shall have preemptive rights to acquire their pro rata share of any Membership Interests issued in any Additional Series on such terms as determined by the Series A Management Committee. Each Series A Founding Member's pro rata share shall be determined based on their Sharing Ratio in Series A then in effect. Except as otherwise provided in this Agreement or otherwise agreed in writing between the Company, upon the approval of the Series A Management Committee, and an applicable Member being granted such right, no Member other than the Series A Founding Members shall have the right to participate in any Additional Series or to be issued Membership Interests of any Additional Series, and any such participation or issuance shall be determined by the Series A Management Committee. For the avoidance of doubt, the provisions of each Series Schedule shall affect only the preferences, rights, powers and duties attributable to Membership Interests of the Series to which such Series Schedule relates and shall not affect Membership Interests of any other Series unless explicitly stated to the contrary.

(d) Each Series shall have a Facility or Facilities attributable thereto, and all revenues, costs, expenses, liabilities and other similar metrics with respect to such Facility or Facilities shall be attributable only to such Series. Each Series shall also have designated on Schedule I for each such Series (a “*Series Schedule*”) the Facility or Facilities applicable to such Series and any other information or provisions related to such Series. Subject to applicable Law, each Member hereby fully waives its right to access, receive or otherwise view any Series Schedule pertaining to a Series of which such Member does not own any Membership Interests. Schedule I-A sets forth the Facility or Facilities applicable to Series A Membership Interests and certain other information or provisions related to the Series A Membership Interests. For the avoidance of doubt, the Members agree that all Capital Contributions made prior to the date hereof and other actions, assets, expenses, liabilities and other metrics related to the Mainline Facilities shall be allocated and attributable only to Series A.

(e) Separate and distinct records shall be maintained for each Series and the assets and liabilities associated with each Series shall be held and accounted for separately from the other assets and liabilities of any other Series for all purposes. Each Series may open a separate bank account for such Series. The Membership Interests of each Series shall have the terms, preferences, powers, rights, and obligations as set forth herein and as may be otherwise set forth on the Series Schedule adopted for such Series by the Series A Management Committee or as determined by the Additional Series Management Committee of such Additional Series in accordance with Section 3.04. Each Member shall have such Sharing Ratio in Series A as set forth on Schedule I-A and shall have such Sharing Ratio in each such Additional Series as set forth on any Series Schedule adopted by the Series A Management Committee for such Additional Series with the written resolution authorizing the applicable Additional Series, and this Agreement shall accordingly be amended with each such Additional Series Schedule. The Sharing Ratios set forth on each Series Schedule may be revised upon the issuance of additional Membership Interests by each such Additional Series, in accordance with this Section 3.01(e), Section 3.03(d) and/or Section 3.04. In the case of any such Additional Series that is not treated as a separate partnership for U.S. federal tax purposes (if so determined by the Series A Management Committee), the Series Schedule for such Series shall either provide that any or all of Sections 4.05, 5.02, 5.03, 8.02 or 8.03 hereof do not apply to such Series or shall otherwise provide how such Sections (or any other Sections hereof) are modified with respect to such Series, as agreed to by the Members holding Membership Interests in such Series; provided that, so long as a Series generates, or can reasonably be expected to generate, income for U.S. federal income tax purposes that is or would be exclusively “qualifying income” (as such term is defined pursuant to Section 7704 of the Code), such Series shall not be treated other than as a separate partnership (or disregarded as an entity separate from a separate partnership) for U.S. federal tax purposes. All profits, losses and other items generated by assets allocated to a Series shall inure to the benefit of only the Members holding Membership Interests in such Series in accordance with Section 5.02. Subject to Article 12, a Series may not be terminated and its affairs wound up pursuant to Section 18-215(k) of the Act without the affirmative vote of a Supermajority Interest of the Representatives with respect to such Series.

(f) All debts, liabilities, obligations and expenses incurred, contracted for or otherwise existing with respect to each Series shall be enforceable against the assets of such Series only and not against the assets of the Company generally or any other Series, and none of the debts, liabilities, obligations, or expenses incurred, contracted for, or otherwise existing with respect to

the Company generally or any other Series shall be enforceable against the assets of such Series. Any Person extending credit to, contracting with, or otherwise having any claim against any Series may look only to the assets of that Series to satisfy any such obligation or claim and shall have no claim or right to any assets allocated to or belonging to any other Series or the Company generally. Notice of this limitation on liabilities to Series has been set forth in the Delaware Certificate, and the statutory provisions of Section 18-215 of the Act (and the statutory effect under Section 18-215 of setting forth such notice in the Certificate of Formation) shall be applicable to the Company and each Series that may be established.

(g) To the extent there are any liabilities, obligations or expenses that are applicable to the Company as a whole, the Series A Management Committee shall determine the portion of such liabilities, obligations or expenses to be satisfied, discharged or paid by each Series [***].

(h) In the event that the Company or one or more Series (each, an “*Indemnified Body*”) are made a party to any claim, dispute, or litigation or otherwise incurs any loss or expense as a result of, or in connection with, any obligations or liabilities of any other Series (the “*Indemnifying Series*”), the Indemnifying Series shall indemnify, defend, hold harmless and reimburse each Indemnified Body for such loss, liability, damage, cost and expense to which such Indemnified Body shall become subject (including reasonable attorneys’ and accountants’ fees and expenses).

3.02 Representations, Warranties and Covenants.

(a) Each Member (as of the Effective Date), each New Member (as of such Person’s date of admission as a Member) and each time a Member or New Member becomes a Member of an Additional Series (as of the date such Person becomes a Member of such Additional Series) hereby represents, warrants, and covenants to the Company and to each other Member that the following statements are true and correct:

(i) that such Member is duly incorporated, organized, or formed (as applicable), validly existing, and (if applicable) in good standing under the Law of the jurisdiction of its incorporation, organization, or formation; if required by applicable Law, that such Member is duly qualified and in good standing in the jurisdiction of its principal place of business, if different from its jurisdiction of incorporation, organization, or formation; and that such Member has the requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and all necessary actions by the board of directors, officers, shareholders, managers, members, partners, trustees, beneficiaries, or other applicable Persons necessary for the due authorization, execution, delivery, and performance of this Agreement (including the applicable Series Schedules) by that Member have been duly taken;

(ii) that such Member has duly executed and delivered this Agreement and/or the applicable Series Schedules, as the case may be, and the other documents that this Agreement contemplates that such Member will execute, and they each constitute the valid and binding obligation of such Member enforceable against it in accordance with their respective terms (except as may be limited by bankruptcy, insolvency or similar Laws of

general application and by the effect of general principles of equity, regardless of whether considered at law or in equity); and

(iii) that such Member's authorization, execution, delivery, and performance of this Agreement and/or the applicable Series Schedules, as the case may be, does not and will not (A) conflict with, or result in a breach, default or violation of, (1) the organizational documents of such Member, (2) any contract or agreement to which that Member is a party or is otherwise subject, or (3) any Law, writ, injunction or arbitral award to which such Member is subject; or (B) other than the ATF FERC Applications and the Necessary Regulatory Approvals that the Members have agreed to obtain pursuant to Article 7 and the applicable Series Schedule, require any consent, approval, or authorization from, filing or registration with, or notice to, any Governmental Authority or other Person, unless such requirement has already been satisfied.

(b) The Company hereby represents and warrants, and the Company covenants, to each Member that the following statements are true and correct as of the Effective Date:

(i) (A) the Company is duly formed and is validly existing, and in good standing under the Act; (B) the Company has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder (including the issuance of the Membership Interests to each Member), and all necessary actions by the Company's managers, members or other applicable Persons necessary for the due authorization, execution, delivery, and performance of this Agreement by the Company have been duly taken; and (C) the Company has, or upon execution had, as applicable, full power and authority to [***];

(ii) the issuance of the Membership Interests to each Member, as contemplated hereby, has been duly authorized by all requisite limited liability company action on the part of the Company and its members, managers or other applicable Persons, and such Membership Interests are validly issued and, subject only to the terms of Article 4, fully paid and nonassessable and, subject to the restrictions in Article 3, are being issued free and clear of any preemptive rights under the Act or other applicable law, the organizational documents of the Company, and any other contract to which the Company or its members, managers or other Person is bound or by which their property is subject;

(iii) no other Person has any right to acquire any Membership Interest or other equity interest in the Company or take part in the management of the Company; and

(iv) other than [***], the Company has not entered into any contract, agreement, or other arrangement with any Person regarding voting rights with respect to the Company.

3.03 Dispositions and Encumbrances of Membership Interests.

(a) ***General Restriction.*** A Member may not Dispose of or Encumber all or any portion of its Membership Interest except in strict accordance with this Section 3.03. References in this Section 3.03 to Dispositions or Encumbrances of a "Membership Interest" shall also refer to Dispositions or Encumbrances of a portion of a Membership Interest. Any attempted Disposition or Encumbrance of a Membership Interest, other than in strict accordance with this Section 3.03,

shall be, and is hereby declared, null and void *ab initio*. The rights and obligations constituting a Membership Interest may not be separated, divided or split from the other attributes of a Membership Interest except as contemplated by the express provisions of this Agreement. The Members agree that the provisions of this Section 3.03 may be enforced by specific performance pursuant to Section 11.04.

(b) ***Dispositions of Membership Interests.***

(i) **General Restriction.** Subject to Sections 3.03(d), (e) and (f), no Member may Dispose of its Membership Interest in a Series without the prior written consent of (x) [***] the Series A Management Committee and (y) [***] of the Management Committee of such Series; provided, however, that no such consent shall be required (A) with respect to any Series A Founding Member with respect to any Series in which such Series A Founding Member owns Membership Interests, where such Disposition would not cause the Company or applicable Series to be treated as a publicly traded partnership subject to tax as an association for U.S. federal income tax purposes and (B) with respect to a [***] or any other Member (other than a Series A Founding Member), where such Disposition would not cause any adverse tax consequences to the Company, any Series or any Member, and would not cause the Company or applicable Series to be treated as a publicly traded partnership subject to tax as an association for U.S. federal income tax purposes. Subject to receiving the consent required in the foregoing sentence, if necessary, a Member may Dispose of its Membership Interest only by complying with all of the following requirements: (I) such Member must offer the Series A Founding Members the right to acquire such Membership Interest in accordance with Section 3.03(b)(ii), unless (1) the proposed Assignee is an Affiliate of the Disposing Member or the Representatives of the Series A Founding Members consent to the Disposition to such Assignee, which consent may be granted or withheld in the Sole Discretion of each such Representative or (2) the Disposition is made by EQT or USG in accordance with Sections 3.03(e) or (f); and (II) such Member must comply with the requirements of Section 3.03(b)(iv) and, if the Assignee is to be admitted as a Member, Section 3.03(b)(iii).

(ii) **Preferential Purchase Rights.**

(A) ***Preferential Purchase Rights.*** Subject to Section 3.03(b)(ii)(B), Section 3.03(b)(ii)(C) and Section 3.03(b)(ii)(D), if a Member desires to consummate a bona fide transaction that will result in the Disposition of all or a portion of its Membership Interest in a Series (whether or not the proposed Disposition is to another Member), then such Member (the “***Disposing Member***”) shall promptly give notice thereof (the “***Disposition Notice***”) to the Company and each Series A Founding Member; provided that this Section 3.03(b)(ii) shall not apply to a Disposition to an Affiliate of the Disposing Member or a Disposition in accordance with Section 3.03(d), [***], or Section 3.03(e) or Section 3.03(f). The Disposition Notice shall set forth all relevant information with respect to the proposed Disposition, including the name and address of the prospective acquirer, the precise Membership Interest and Series that is the subject of the Disposition, the price to be paid for such Membership Interest, and any other terms and conditions of the proposed Disposition. If any Member is a

Disposing Member but either or both of EQT and/or USG and their respective Affiliates are not the Disposing Member (such of EQT and/or USG and their respective Affiliates as is not a Disposing Member being referred to herein as the “***Non-Disposing Founding Member(s)***”), such Non-Disposing Founding Member(s) shall have the right (the “***General Preferential Right***”) to acquire, for the same purchase price, and on the same material terms and conditions, as are set forth in the Disposition Notice, some or all of the Membership Interest specified in the Disposition Notice; provided that, if the purchase price to be paid to the Disposing Member pursuant to the proposed Disposition is not entirely in cash, the purchase price for the Non-Disposing Founding Member(s) exercising the General Preferential Right shall be [***]. The Non-Disposing Founding Member(s) shall have [***] Business Days following receipt of the Disposition Notice (or if the price to be paid pursuant to such offer is not in cash, then [***] Business Days following [***], subject to any reasonable and necessary extension to obtain customary board approval, in which to notify the other Members (including the Disposing Member) whether such Non-Disposing Founding Member(s) desires to exercise its General Preferential Right. A notice in which a Non-Disposing Founding Member exercises such General Preferential Right is referred to herein as a “***Preferential Exercise Notice***” and as deliverer of a Preferential Exercise Notice, such Non-Disposing Founding Member is referred to herein as a “***Preferential Purchasing Member.***” The Preferential Purchasing Member(s) shall indicate in a Preferential Exercise Notice whether the Preferential Purchasing Member(s) elects to purchase all of the Disposing Member’s Membership Interest as set forth in the Disposition Notice or a portion thereof. In the event that more than one of EQT or USG (or their respective Affiliates) is a Preferential Purchasing Member, then each Preferential Purchasing Member shall indicate in a Preferential Exercise Notice whether it elects to purchase only its *pro rata* share of the Membership Interest offered in the Disposition Notice (based on its Sharing Ratio in the applicable Series) or whether such Preferential Purchasing Member elects to purchase a greater portion of such Membership Interest (up to the full amount thereof). If the Preferential Purchasing Member(s) elects to exercise the General Preferential Right to purchase the entire Membership Interest offered in the Disposition Notice (subject to proration based on the Preferential Purchasing Members’ respective Sharing Ratios in the applicable Series in the event that Preferential Purchasing Members elected to purchase a greater number of Membership Interests than the amount offered), the Disposing Member and the Preferential Purchasing Member(s) shall close the acquisition of the Membership Interest in accordance with Section 3.03(b)(ii)(C). In the event that the Preferential Purchasing Member(s) elect to purchase less than the entire Membership Interest specified in the Disposition Notice, then the Disposing Member shall have the right to Dispose of the remaining amount of the unexercised

portion of the Membership Interest in accordance with Section 3.03(b)(ii)(C).

(B) [***]

(C) [***]

(D) *Preferential Purchase Right Resulting from Disposition of Membership Interests Held by an Operator.* Notwithstanding the foregoing, for so long as an Operator is an Affiliate of a Member, if the Disposing Member is such Operator and the Assignee of such Disposing Member's Membership Interests is not an Affiliate of such Member (including, for the avoidance of doubt, in the event such Operator is an Affiliate of EQT or EQM, where the Assignee is not an Affiliate of either EQT or EQM), then such Disposing Member shall promptly deliver the Disposition Notice to the Non-Disposing Founding Members that are not Affiliates of such Operator, and such Non-Disposing Founding Members and their Affiliates shall have the right (the "***Operator Preferential Right***") to acquire a portion of the Membership Interests of the Disposing Member for the same purchase price and on the same material terms and conditions as are set forth in the Disposition Notice; provided that, if the purchase price to be paid to the Disposing Member pursuant to the proposed Disposition is not entirely in cash, the purchase price shall be [***]. The Non-Disposing Founding Members and their Affiliates shall have [***] Business Days following receipt of the Disposition Notice (or if the price to be paid pursuant to such offer is not in cash, then [***] Business Days following [***]), subject to any reasonable and necessary extension to obtain customary board approval, in which to notify the Disposing Member whether they desire to exercise the Operator Preferential Right. To the extent a Non-Disposing Founding Member or any of its Affiliates exercises its Operator Preferential Right, such Non-Disposing Founding Member (or its Affiliate) will be deemed a Preferential Purchasing Member. If the Non-Disposing Founding Member or any of its Affiliates elects to exercise the Operator Preferential Right to purchase the entire Membership Interest offered in the Disposition Notice, then the Disposing Member and the Non-Disposing Founding Member (or its Affiliate) shall close the acquisition of the Membership Interest in accordance with Section 3.03(b)(ii)(E). In the event that the Non-Disposing Founding Member (or its Affiliate) elects to purchase less than the entire Membership Interest specified in the Disposition Notice, then the Disposing Member shall have the right to Dispose of the remaining amount of the unexercised portion of the Membership Interest in accordance with Section 3.03(b)(ii)(E).

(E) *Closing.* If the Preferential Rights are exercised in accordance with Section 3.03(b)(ii)(A), 3.03(b)(ii)(B), 3.03(b)(ii)(D), as applicable, the closing of the purchase of the Membership Interest shall occur at the principal place of business of the Company no later than the

[***] Day after the expiration of the [***]-Day period referred to in Section 3.03(b)(ii)(A), 3.03(b)(ii)(B), 3.03(b)(ii)(C) or Section 3.03(b)(ii)(D), as applicable, subject to such extensions as may be necessary to obtain all applicable Authorizations to the purchase (and in such instance, the fifth Business Day after the receipt of all such applicable Authorizations to the purchase), unless the Disposing Member and the Preferential Purchasing Member(s) agree upon a different place or date. At the closing, (1) the Disposing Member shall execute and deliver to the Preferential Purchasing Member(s) (aa) an assignment of the Membership Interest, in form and substance reasonably acceptable to the Preferential Purchasing Member(s) containing a general warranty of title as to such Membership Interest (including that such Membership Interest is free and clear of all Encumbrances, other than those permitted under Section 3.03(c)(ii)) and (bb) any other instruments reasonably requested by the Preferential Purchasing Member(s) to give effect to the purchase; and (2) the Preferential Purchasing Member(s) shall deliver to the Disposing Member in immediately-available funds the purchase price provided for in Section 3.03(b)(ii)(A), 3.03(b)(ii)(B), 3.03(b)(ii)(C) or Section 3.03(b)(ii)(D), as applicable. The Sharing Ratios in respect of the Series Disposed of and Capital Accounts of the Members shall be adjusted to reflect the effect of the purchase.

(F) *Waiver of Preferential Right.* If no Non-Disposing Founding Member, Diluted Member or Second Preferential Member, as applicable, delivers a notice of exercise of a Preferential Right, or if the Preferential Rights, as applicable, are not exercised in full pursuant to Section 3.03(b)(ii)(A), 3.03(b)(ii)(B), 3.03(b)(ii)(C) or 3.03(b)(ii)(D), the Disposing Member shall have the right, subject to compliance with the provisions of Sections 3.03(a) and (b), to Dispose of the portion of the Membership Interest described in the Disposition Notice that is not purchased pursuant to a Preferential Right, as applicable, to the proposed Assignee strictly in accordance with the terms of the Disposition Notice for a period of [***] Days after the expiration of the [***]-Day period referred to in such Section 3.03(b)(ii)(A), 3.03(b)(ii)(B), 3.03(b)(ii)(C) or Section 3.03(b)(ii)(D) (or, if later, the fifth Business Day after the receipt of all applicable Authorizations to the purchase). If, however, the Disposing Member fails so to Dispose of the Membership Interest within such [***]-Day period (or, if applicable, such fifth Business Day period), the proposed Disposition shall again become subject to the Preferential Rights.

(G) *Transfer of Operator Rights.* In connection with a Disposition of Membership Interests where the rights provided for in this Section 3.03(b)(ii) are not exercised or where such rights are waived pursuant to Section 3.03(b)(ii)(F), the Member with the right to appoint an Operator (which Member shall initially be EQT with respect to the Existing COM Agreement) may transfer such right to appoint such Operator to the assignee of such Membership Interests; provided, however, that, except

with respect to transfers to an Affiliate, any successor Operator appointed by the transferee of such right to appoint such Operator and the Parent of such Operator must have the experience, safety record, creditworthiness, and financial wherewithal generally acceptable within the midstream natural gas industry.

(iii) Admission of Assignee as a Member. An Assignee has the right to be admitted to the Company as a Member, with the Membership Interest in the applicable Series (and attendant Sharing Ratio) so transferred to such Assignee, only if such Disposition is effected in strict compliance with Sections 3.03(a) and (b) or is effected in accordance with Section 3.03(d), [***], or Section 3.03(e) or Section 3.03(f).

(iv) Requirements Applicable to All Dispositions and Admissions. In addition to the requirements set forth in Sections 3.03(b)(i), 3.03(b)(ii) and 3.03(b)(iii), any Disposition of a Membership Interest and any admission of an Assignee as a Member shall also be subject to the following requirements, and such Disposition (and admission, if applicable) shall not be effective unless such requirements are complied with; provided, that any of the following requirements may be waived if such waiver is approved by a Supermajority Interest of both the Representatives of the Series A Management Committee and the Representatives of the Management Committee governing matters relating the Series of Membership Interests being Disposed of (other than clause (A)(4), which shall only require the approval of a Supermajority Interest of the Representatives of the Series A Management Committee), in each case in their Sole Discretion:

(A) *Disposition Documents.* The following documents must be delivered to each Management Committee and must be satisfactory, in form and substance, to such Management Committee in its sole and absolute discretion:

(1) *Disposition Instrument.* A copy of the instrument pursuant to which the Disposition is effected.

(2) *Ratification of this Agreement.* An instrument, executed by the Disposing Member and its Assignee, containing the following information and agreements, to the extent they are not contained in the instrument described in Section 3.03(b)(iv)(A)(1): (aa) the notice address of the Assignee; (bb) if applicable, the Parent of the Assignee; (cc) the Sharing Ratios of the Disposing Member and its Assignee in respect of the Series Disposed of after the Disposition (which together must total the Sharing Ratio(s) of the Disposing Member in respect of the Series Disposed of before the Disposition); (dd) the Assignee's ratification of this Agreement, as modified by any applicable amendment, supplement or side letter hereto, and agreement to be bound by it, and its confirmation that the representations and warranties in Section 3.02 are true and correct with respect to it; (ee) [***] and (ff) representations and warranties by the Disposing Member and its Assignee (1) that the Disposition and admission is being made in accordance with all applicable Laws, (2) that the matter set

forth in Section 3.03(b)(iv)(A)(3) is true and correct, and (3) that the Disposition and admission do not violate any Financing Commitment or any other agreement to which the Company is a party.

(3) *Securities Law Opinion.* Upon the reasonable request of either such Management Committee, unless the Membership Interest subject to the Disposition is registered under the Securities Act of 1933, as amended, and any applicable state securities Law, a favorable opinion of the Disposing Member's legal counsel, or, if so elected by either such Management Committee, the Company's legal counsel or other legal counsel acceptable to such Management Committee, to the effect that the Disposition and admission is being made pursuant to a valid exemption from registration under those Laws and in accordance with those Laws; provided that no such opinion shall be required in the case of a Disposition by a Member to an Affiliate or a Disposition made in accordance with Section 3.03(d), with respect to [***], or Section 3.03(e) or Section 3.03(f).

(4) *Tax Opinion.* A favorable opinion of the Disposing Member's legal counsel, or, if so elected by the Series A Management Committee, the Company's legal counsel or other legal counsel acceptable to the Series A Management Committee, to the effect that the Disposition is being made to a transferee that either (aa) is not a partnership, grantor trust, or Subchapter S corporation for United States federal income tax purposes, or (bb) is a partnership, grantor trust, or Subchapter S corporation for United States federal income tax purposes that is not part of a tiered arrangement, a principal purpose of which is to permit the Company or applicable Series to satisfy the 100 partner limitation set forth in Treasury Regulation Section 1.7704-1(h)(1)(ii); provided that no such opinion shall be required in the case of a Disposition by a Member to an Affiliate or a Disposition made in accordance with Section 3.03(d), with respect to [***], or Section 3.03(e) or Section 3.03(f).

(B) *Payment of Expenses.* The Disposing Member and its Assignee shall pay, or reimburse the Company for, all reasonable costs and expenses incurred by the Company in connection with the Disposition and admission, including the legal fees incurred in connection with the legal opinions referred to in Section 3.03(b)(iv)(A)(3) and (4), on or before the 10th Day after the receipt by that Person of the Company's invoice for the amount due. The Company will provide such invoice as soon as practicable after the amount due is determined but in no event later than [***] Days thereafter. If payment is not made by the date due, the Person owing that amount shall pay interest on the unpaid amount from the date due until paid at a rate per annum equal to the Default Rate.

(C) *No Release.* No Disposition of a Membership Interest shall effect a release of the Disposing Member from any liabilities to the

Company or the other Members arising from events occurring prior to the Disposition.

(D) *Indebtedness of Company.* Any Disposition of all or any portion of the Membership Interest of a Member shall also include the Disposition of a proportionate share of the Indebtedness owed by the Company or applicable Series to the Disposing Member relating to the Membership Interests Disposed of. As long as this Agreement shall remain in effect, all evidences of Indebtedness of the Company owed to any of the Members shall bear an appropriate legend to indicate that it is held subject to, and may be Disposed of only in accordance with, the terms and conditions of this Agreement, and that such Disposition may be made only in conjunction with the Disposition of a proportionate part of such Member's Membership Interest. If such Indebtedness was incurred prior to the Effective Date, then such Indebtedness is deemed to have been incurred in connection with the Mainline Facilities and is therefore deemed to relate to Series A Membership Interests, and if such Indebtedness is incurred after the Effective Date, then such Indebtedness shall be deemed to relate to the Series for which such Indebtedness was incurred; provided, that if such Indebtedness applies to the Company as a whole then a portion of such Indebtedness shall be allocated to each Series by the Series A Management Committee.

(v) Change of Control.

(A) *General Buy-out Right.* Subject to Section 3.03(b)(v)(B), Section 3.03(b)(v)(C) and Section 3.03(b)(v)(D), in the event of a Change of Control, then the Member with respect to which the Change of Control has occurred (the "**Changing Member**") shall promptly (and in all events within [***] Business Days after entrance into a definitive agreement providing for a Change of Control) give notice thereof (the "**Control Notice**") to the Company and each Series A Founding Member. If the Control Notice is not given by the Changing Member as provided above and any other Member becomes aware of such Change of Control, such other Member shall have the right to give the Control Notice to the Changing Member, the Company and the other Members. Each of EQT and USG and their respective Affiliates (excluding the Changing Member and its Affiliates) shall have the right (the "**General Buy-out Right**") to acquire the Membership Interest of the Changing Member for [***] on the terms set forth herein. Each of EQT and USG and their respective Affiliates (excluding the Changing Member and its Affiliates) shall have the right (but not the obligation) to acquire all or any portion of the Membership Interest of the Changing Member that is equal to, [***]. Each of EQT and USG and their respective Affiliates (other than the Changing Member) shall have [***] Business Days, subject to any reasonable and necessary extension to obtain customary board approval, following the determination of [***] of such Membership Interest in which to notify each other Member and the

Changing Member whether it desires to exercise its General Buy-out Right. A notice in which EQT and/or USG or their respective Affiliates exercises such General Buy-out Right is referred to herein as a “***Change Exercise Notice***,” and a Member that delivers a Change Exercise Notice is referred to herein as a “***Change Purchasing Member***.” If, at the end of such [***]-Day period, there remains a portion of the Membership Interest for which such General Buy-out Right has not been exercised (a “***Change Unexercised Portion***”), then the Change Purchasing Members shall have an additional [***]-Day period in which to elect to purchase the remaining Change Unexercised Portion. The Changing Member and the Change Purchasing Members shall close the acquisition of the Membership Interest in accordance with Section 3.03(b)(v)(E). A Member that fails to exercise a right during any applicable period set forth in this Section 3.03(b)(v)(A) shall be deemed to have waived such right for the subject Change of Control, but not any right for future Changes of Control. If none of EQT or USG or their respective Affiliates exercises the General Buy-out Right, the Change of Control shall be effective and the successor in interest to the Changing Member shall be admitted as a Member upon compliance with Section 3.03(b)(iv).

(B) [***]

(C) [***]

(D) *Change of Control of Member That Is an Operator.* Notwithstanding the foregoing, [***].

(E) *Closing.* If the [***].

(F) *Definitions.* As used in this Section 3.03(b)(v), [***].

(c) ***Encumbrances of Membership Interest.*** A Member may not Encumber its Membership Interest in a Series, except by complying with one of the following paragraphs:

(i) (A) such Member must receive the consent of [***] with respect to such Series (calculated without reference to the Sharing Ratio of any Founding Member of such Series that is the Encumbering Member), which consent (as contemplated by Section 6.02(f)(ii)) may be granted or withheld in the Sole Discretion of each applicable Representative; and (B) the instrument creating such Encumbrance must provide that any foreclosure of such Encumbrance (or Disposition in lieu of such foreclosure) must comply with the requirements of Sections 3.03(a) and (b); or

(ii) such Encumbrance is required by the terms of a Financing Commitment.

(d) [***]

(e) ***EQT and Related Assignment Rights.*** Notwithstanding anything in this Agreement to the contrary, EQT or its Affiliate that is a Member shall have the right from time to time to sell or assign (i) to EQM, whether or not Controlled by EQT or its then Parent, or (ii) to any limited partnership, master limited partnership, any other Person or arrangement treated as a partnership for U.S. federal income tax purposes, any entity treated as a disregarded entity from any of the foregoing for such purposes or other Person Controlled by EQT or its then Parent all or any part of the Membership Interest of a given Series then held by EQT or such Affiliates (provided that, in either case, if such sale or assignment occurs prior to the In-Service Date with respect to the Mainline Facilities or Additional Transportation Facilities, as applicable, associated with such Series, then, at the time of such sale or assignment, such Assignee provides the Company with replacement Performance Assurances, if applicable, meeting the requirements of Section 4.01(b)), and any such Assignee may further sell or assign such Membership Interest to any such Person, directly or indirectly through multiple sales or assignment among Affiliates, in each case, without any consent from USG or its Affiliates and without triggering any rights or restrictions under, or the provisions of, Section 3.03(b)(ii). EQT or such Affiliate shall promptly provide to the Company and USG copies of the assignment instrument and the ratification instrument associated with each such sale or assignment, and the Members shall amend Schedule I to reflect the Sharing Ratios in respect of such Series set forth in such ratification instrument.

(f) ***USG MLP and Related Assignment Rights.*** Notwithstanding anything in this Agreement to the contrary, USG or its Affiliate that is a Member shall have the right from time to time to sell or assign to any limited partnership or master limited partnership or other Person Controlled by USG or its then Parent all or any part of the Membership Interest of a given Series then held by USG or such Affiliates (provided that, in either case, if such sale or assignment occurs prior to the In-Service Date with respect to the Mainline Facilities or Additional Transportation Facilities, as applicable, associated with such Series, then, at the time of such sale or assignment, such Assignee provides the Company with replacement Performance Assurances, if applicable, meeting the requirements of Section 4.01(b)), and any such Assignee may further sell or assign such Membership Interest to any such Person, directly or indirectly through multiple sales or assignments among Affiliates, in each case, without any consent from EQT or its Affiliates and without triggering any rights or restrictions under, or the provisions of, Section 3.03(b)(ii). USG or such Affiliate shall promptly provide to the Company and EQT copies of the assignment instrument and the ratification instrument associated with each such sale or assignment, and the Members shall amend Schedule I (or any applicable sub-schedule thereof) to reflect the Sharing Ratios in respect of such Series set forth in such ratification instrument.

3.04 Creation of Additional Membership Interests. With respect to each Series, Additional Membership Interests may be created and issued to existing Members holding Membership Interests in such Series, on such terms and conditions as [***] of the Management Committee of such Series may determine at the time of issuance. With respect to any Series, Additional Membership Interests may be created and issued to Persons who are not then Members of such Series, who shall thereupon be admitted to such Series as Members of such Series, with the consent of [***] of the Management Committee of such Series and the approval of [***] of the Series A Management Committee, with such Additional Membership Interests having such terms and conditions as [***] of the Management Committee of such Additional Series may determine at the time of admission. The terms of admission or issuance must specify the Sharing Ratios applicable thereto and may provide for the creation of different classes of Members with

respect to such Series having different rights, powers and duties pursuant to Section 3.01(c). Any such admission is effective only after the New Member has executed and delivered to the Members an instrument containing the notice address of the New Member, the Assignee's ratification of this Agreement and agreement to be bound by it, and its confirmation that the representations and warranties in Section 3.02 are true and correct with respect to it. The provisions of this Section 3.04 shall not apply to Dispositions of Membership Interests or admissions of Assignees in connection therewith, such matters being governed by Sections 3.03(a) and (b).

3.05 Access to Information.

(a) Each Founding Member of a Series shall be entitled to receive any information that it may request concerning such Series; provided that this Section 3.05 shall not obligate the Company, any Management Committee, or an Operator to create any information that does not already exist at the time of such request (other than to convert existing information from one medium to another, such as providing a printout of information that is stored in a computer database), except as otherwise provided in Section 9.02. Each Founding Member of a Series shall also have the right, upon reasonable notice, and at all reasonable times during usual business hours to inspect the properties of the Series and to audit, examine, and make copies of the books of account and other records of the Series to discuss the Series' businesses and financial affairs. Such right may be exercised through any agent or employee of such Founding Member designated in writing by it or by an independent public accountant, engineer, attorney or other consultant so designated. The Founding Member making the request shall bear all costs and expenses incurred in any inspection, examination or audit made on such Founding Member's behalf. The Founding Members of a Series, and if the Operator with respect to the Facilities of such Series is an Affiliate thereof, such Operator agree to cause such Operator to, reasonably cooperate, and to cause their respective independent public accountants, engineers, attorneys or other consultants to reasonably cooperate, in connection with any such request. Confidential Information obtained pursuant to this Section 3.05(a) shall be subject to the provisions of Section 3.06.

(b) Each New Member shall be entitled to receive only the information and reports set forth in Section 9.02. Confidential Information received pursuant to this Section 3.05(b) shall be subject to the provisions of Section 3.06.

3.06 Confidential Information.

(a) Except as permitted by Section 3.06(b), (i) each Member shall keep confidential all Confidential Information and shall not disclose any Confidential Information to any Person, including any of its Affiliates, and (ii) each Member shall use the Confidential Information only in connection with the Facilities and the Company.

(b) Notwithstanding Section 3.06(a), but subject to the other provisions of this Section 3.06, a Member may make the following disclosures and uses of Confidential Information:

(i) disclosures to another Member or to an Operator in connection with the Company;

(ii) disclosures and uses that are approved in advance by the Series A Management Committee;

(iii) disclosures that may be required from time to time to obtain requisite Authorizations or financing for the Facilities, if such disclosures are approved in advance by the Series A Management Committee;

(iv) disclosures to an Affiliate of such Member, including the directors, officers, members, managers, employees, agents and advisors of such Affiliate, if such Affiliate has agreed to abide by the terms of this Section 3.06; provided, however, that in no event shall [***];

(v) disclosures to a Person that is not a Member or an Affiliate of a Member, if such Person has been retained by the Company, a Member, or an Operator to provide services in connection with the Company and has agreed to abide by the terms of this Section 3.06;

(vi) disclosures to a bona fide potential direct or indirect purchaser, or parent of such purchaser, of such Member's Membership Interest, if such potential purchaser has executed a confidentiality agreement in form and substance acceptable to the Series A Management Committee;

(vii) disclosures required, with respect to a Member or an Affiliate of a Member, pursuant to (A) the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder, (B) the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder, (C) any state securities Laws, or (D) any national securities exchange or automated quotation system; and

(viii) disclosures that a Member is legally compelled to make by deposition, interrogatory, request for documents, subpoena, civil investigative demand, order of a court of competent jurisdiction, or similar process, or otherwise by Law or that a Member makes to a Governmental Authority or regulatory authority pursuant to a regulatory request, examination, or audit; provided that, prior to any such disclosure, such Member shall, to the extent legally permissible:

(A) provide the Series A Management Committee with prompt notice of such requirements so that one or more of the Members may seek a protective order or other appropriate remedy or waive compliance with the terms of this Section 3.06(b)(viii); and

(B) cooperate with the Series A Management Committee and with the other Members in any attempt one or more of them may make to obtain a protective order or other appropriate remedy or assurance that confidential treatment will be afforded the Confidential Information; and in the event such protective order or other remedy is not obtained, or the other Members waive compliance with the provisions hereof, such Member agrees (1) to furnish only that portion of the Confidential Information that, in the opinion of such Member's counsel, such Member is legally required to disclose, and (2) to exercise all reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

(c) Each Member shall take such precautionary measures as may be required to ensure (and such Member shall be responsible for) compliance with this Section 3.06 by any of its Affiliates, and its and their directors, officers, employees and agents, and other Persons to which it may disclose Confidential Information in accordance with this Section 3.06.

(d) Promptly after any Withdrawal or Disposition by any Member of all of its Membership Interests pursuant to Sections 3.03 or 10.02, a Withdrawn Member or Disposing Member, as applicable, shall promptly destroy (and provide a certificate of destruction to the Company with respect to), or return to the Company, all Confidential Information in its possession. Notwithstanding the immediately preceding sentence, but subject to the other provisions of this Section 3.06, a Withdrawn Member or Disposing Member may retain for a stated period, but not disclose to any other Person, Confidential Information for the limited purposes of (i) explaining such Member's corporate decisions with respect to the applicable Facilities; (ii) preparing such Member's tax returns and defending audits, investigations and proceedings relating thereto; or (iii) in compliance with such Member's document retention policy; provided that the Withdrawn Member or Disposing Member must notify the Series A Management Committee in advance of such retention and specify in such notice the stated period of such retention.

(e) The Members agree that no adequate remedy at law exists for a breach or threatened breach of any of the provisions of this Section 3.06, the continuation of which unremedied will cause the Company and the other Members to suffer irreparable harm. Accordingly, the Members agree that the Company and the other Members shall be entitled, in addition to other remedies that may be available to them, to immediate injunctive relief from any breach of any of the provisions of this Section 3.06 and to specific performance of their rights hereunder, as well as to any other remedies available at law or in equity, pursuant to Sections 11.03 and 11.04.

(f) The obligations of the Members under this Section 3.06 (including the obligations of any Withdrawn Member) shall terminate on the [***] anniversary following the date on which such Member ceases to be a Member of the Company.

3.07 Liability to Third Parties. No Member or its Affiliates shall be liable for the debts, obligations or liabilities of the Company or any Series.

3.08 Use of Members' Names and Trademarks. The Company, a Series, the Members and their Affiliates shall not use the name or trademark of any Member or its Affiliates in connection with public announcements regarding the Company, or marketing or financing activities of the Company, without the prior written consent of such Member or Affiliate.

ARTICLE 4 CAPITAL CONTRIBUTIONS/LOANS

4.01 Capital Contributions.

(a) *Capital Calls.*

(i) The Management Committee governing with respect to a given Series shall issue or cause to be issued a written request to each Member holding Membership

Interests of such Series for the making of Capital Contributions in respect of such Series at such times and in such amounts as such Management Committee shall approve or as determined pursuant to Section 4.01(a)(iii) (such written request referred to herein as a “*Capital Call*”) [***]. Capital Contributions shall be made by the Members in accordance with their respective Sharing Ratio(s) applicable to the Series to which the Capital Call relates. Such Capital Contributions shall be made in cash, unless a Supermajority Interest with respect to such Series elects to request non-cash Capital Contributions; provided, that any such Members that do not make such Capital Contributions in kind shall have the right to make such Capital Contributions in cash on a *pro rata* basis. All amounts timely received by the Company pursuant to this Section 4.01 shall be credited to the respective Member’s Capital Account with respect to such Series as of such specified date.

(ii) As to a Construction Budget, an Initial Operating Budget and any Capital Budget associated with any Facility covered by any Approved Precedent Agreement approved by the Management Committee governing matters with respect to such Facility in accordance with the applicable provisions of the Series Schedules, no further approval of [***] shall be required for the Capital Calls required to fund such budget or project as set forth therein, subject to the applicable provisions of the Series Schedules; rather, subject to and in accordance with the applicable COM Agreement, an Operator (in accordance with Section 4.01(a)(i)) shall issue written notices to the Company for such Capital Calls and, subject to the applicable provisions of the Series Schedules, loans from Members, at such times and in such amounts necessary to fund the costs associated with such budget or project.

(iii) In connection with each individual Capital Call, the applicable Management Committee, by the affirmative vote of [***] of the applicable Representatives, will determine what portion (if any) of such funding will be made pursuant to Capital Contributions and what portion (if any) of such funding will be made by loans by the Members to the Company. Upon receipt of each notice issued by an Operator pursuant to Section 4.01(a)(ii), the Company shall issue written requests to each Member, consistent with the determination made pursuant to the preceding sentence, for the making of the Capital Contributions and/or loans required in connection with such notice.

(iv) Each Capital Call shall contain the following information:

(A) The total amount of Capital Contributions or loans requested from Members holding Membership Interests of the applicable Series;

(B) The amount of Capital Contribution or loans requested from the Member to whom the request is addressed, such amount to be in accordance with the Sharing Ratio of such Member in respect of the applicable Series;

(C) The purpose for which the funds are to be applied in such reasonable detail as the applicable Management Committee shall reasonably direct; and

(D) The date on which payments of the Capital Contribution or loan shall be made (which date shall not be less than 30 Days following the date the Capital Call is given, unless a sooner date is reasonably determined to be necessary by the applicable Management Committee) and the method of payment, provided that such date and method shall be the same for each of the Members holding Membership Interests of the applicable Series.

(v) In the event the Management Committee governing matters with respect to a Facility fails to approve an Operating Budget with respect to such Facility within 30 Days of the submission of such Operating Budget to all of the Representatives on such Management Committee for approval, an Operator with respect to such Facility is authorized, subject to Section 4.01(a)(ii), to issue a notice to the Members of the applicable Series, for the making of Capital Contributions and/or loans required to fund the costs associated with such Operating Budget in an amount consistent with the Operating Budget most recently approved by such Management Committee of such Series and including costs that do not exceed, for any line item, [***]% of the amount set forth for such line item in such most recently approved Operating Budget.

(vi) Each Member agrees that it shall make payments of its respective Capital Contributions or loans in accordance with Capital Calls issued pursuant to this Section 4.01.

(b) ***Performance Assurances.***

(i) Each Member shall deliver, or cause to be delivered on such Member's behalf to the Company performance assurances ("***Performance Assurances***") at the times and in the amounts specified on the Series Schedule relating to such Series appended by the Series A Management Committee to this Agreement pursuant to Section 3.01(c). Each such Series Schedule is incorporated herein by reference.

(ii) The Company (on behalf of a Series) shall be entitled to draw from the Performance Assurances of such Series in the event a Member fails to make payments of its respective Capital Contributions to such Series in accordance with Capital Calls issued pursuant to this Section 4.01. Unless otherwise specified on a Series Schedule, Performance Assurances shall be permitted to be in the form of one or more of (A) a full and unconditional written guarantee from a Qualified Guarantor, (B) a Letter of Credit or (C) cash collateral (with the ability to substitute from time to time among (A), (B) or (C)). For the avoidance of doubt, a Member's obligation to post Performance Assurances shall expire (and any obligations under any posted Performance Assurances shall terminate) on the applicable In-Service Date.

(c) ***Matured Financing Obligations.*** In addition to the authority granted to the Management Committee governing matters relating to a given Series in the other provisions of this Section 4.01 to issue Capital Calls, if within [***] Days prior to the date any Indebtedness of the Company relating to such Series will become a Matured Financing Obligation (or within [***] Days after any notice of acceleration of any such Indebtedness received prior to the maturity date thereof), (i) such Management Committee has not made a Capital Call for the payment of such amount that is (or is expected to be) a Matured Financing Obligation, and (ii) the Company has

been unable to secure refinancing for such Maturity Financing Obligation on reasonably acceptable terms after negotiating in good faith to do so with third-party lender(s), then at any time thereafter, (1) either EQT or USG may, on behalf of such Management Committee, issue a Capital Call for cash in the amount required for the payment of such Maturity Financing Obligation, and each Member holding Membership Interests of such Series shall be obligated to pay such Capital Call as provided in this Section 4.01, but such payment shall be made within [***] Days after the date the Capital Call is given (and not the [***]-Day period provided for in Section 4.01(a)(v)); provided that any failure by a Member to make a Capital Contribution with respect to a Capital Call made pursuant to this Section 4.01(c)(1) shall not constitute a Default under or breach of this Agreement; and (2) in the event any Member fails to make a Capital Contribution with respect to a Capital Call made pursuant to Section 4.01(c)(1), on or prior to such [***] Day, then each Founding Member holding Membership Interests of such Series shall have the right, but not the obligation, to pay the portion of the Capital Contribution owed and unpaid to permit the Company to discharge such Maturity Financing Obligation. If any such Founding Member elects to pay such Maturity Financing Obligation pursuant to Section 4.01(c)(2), then such Founding Member will be deemed to be an Additional Contribution/Loan Member with respect to such payment, and its payment of the Maturity Financing Obligation shall be treated, at the election of such Additional Contribution/Loan Member, as one of either: (A) a Capital Contribution or loan resulting in the Additional Contribution/Loan Members receiving [***] or (B) a permanent Capital Contribution that results in an adjustment of the applicable Sharing Ratios of the non-contributing Member and such electing Founding Member in respect of such Series under Section 4.06(d). Notwithstanding anything to the contrary, no Member shall have any obligation to make Capital Contributions in respect of, or otherwise be subject to recourse or liability for, a Maturity Financing Obligation under a Financing Commitment relating to a given Series except if such Member holds Membership Interests of such Series.

4.02 Loans.

(a) If pursuant to Section 4.01(a)(iii) a Management Committee of a Series determines as to any individual Capital Call from Members of such Series that all or a portion of such Capital Call shall be made by loans from the Members to such Series, then each Member receiving such Capital Call shall make a loan to the Company with respect to such Series at the time and in the amount and under such terms and conditions as such Management Committee of such Series shall approve by the affirmative vote of a Supermajority Interest; provided that such Management Committee shall not call for loans rather than Capital Contributions if doing so would breach any Financing Commitment or other agreement of the Company.

(b) All amounts received from a Member after the date specified in Section 4.01(a)(iv) by the Company with respect to a Series pursuant to this Section 4.02 shall be accompanied by interest on such overdue amounts (and the default shall not be cured unless such interest is also received by the Company), which interest shall be payable to the Company with respect to such Series and shall accrue from and after such specified date at the Default Rate. Any such interest paid shall be treated as a penalty and shall not be considered part of the principal of the loan and shall not be repaid by the Company.

(c) In addition to the information required pursuant to Section 4.01(a)(iv), each written request issued pursuant to Section 4.02(a) shall contain all terms concerning the interest

rate, security, seniority, repayment and any other material terms of or otherwise related to such loans; provided that such terms shall be the same for each of the Members receiving such Capital Call.

(d) Each Member agrees that it shall make its respective loans in accordance with requests issued pursuant to this Section 4.02.

4.03 No Other Contribution or Loan Obligations. No Member shall be required or permitted to make any Capital Contributions or loans to the Company with respect to a Series except pursuant to this Article 4.

4.04 Return of Contributions. Except as expressly provided herein, a Member is not entitled to the return of any part of its Capital Contributions or to be paid interest in respect of either its Capital Account or its Capital Contributions. An unreturned Capital Contribution is not a liability of the Company or of any Member. A Member is not required to contribute or to lend any cash or property to the Company to enable the Company to return any Member's Capital Contributions.

4.05 Capital Accounts.

(a) A separate Capital Account shall be established and maintained for each Member with respect to such Member's Membership Interest in each Series. Each Member's Capital Account with respect to each Series shall be increased by (i) the amount of money contributed by that Member to the Company with respect to the Series; (ii) the initial Book Value of property contributed by that Member to the Company with respect to the Series (net of liabilities secured by such contributed property that the Company with respect to the Series is considered to assume or take subject to under Section 752 of the Code); (iii) allocations to that Member of Net Profit and items of income or gain with respect to the Series, including items specifically allocated to such Member with respect to the Series pursuant to Section 5.04(c); and (iv) the amount of any liabilities with respect to the Series assumed by such Member and shall be decreased by (v) the amount of money distributed to that Member by the Company with respect to the Series; (vi) the Book Value of property distributed to that Member by the Company with respect to the Series (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to under Section 752 of the Code); (vii) allocations to that Member of Net Loss and items of loss or deduction with respect to the Series, including items specifically allocated to such Member pursuant to Section 5.04(c) and (viii) the amount of any liabilities of such Member assumed by the Company with respect to the Series. Except as provided in this Section 4.05 with respect to each separate Capital Account established with respect to each Series, a Member who has more than one Membership Interest with respect to the Series shall have a single Capital Account that reflects all such Membership Interests regardless of the time or manner in which such Membership Interests were acquired. Upon the Disposition of all or a portion of a Membership Interest with respect to the Series, the Capital Account with respect to the Series of the Disposing Member that is attributable to such Membership Interest shall carry over to the Assignee in accordance with the provisions of Treasury Regulation Section 1.704-1(b)(2)(iv)(I). The Capital Accounts shall not be deemed to be, nor have the same meaning as, the capital account of the Company under the NGA.

(b) In the discretion of the Management Committee governing with respect to a given Series, the Book Value of the Company's assets with respect to such Series shall be increased or decreased to reflect a revaluation of the property based on the fair market value of the property on the date of adjustment immediately prior to any of the following (each, a "**Revaluation Event**"): (i) the contribution of more than a *de minimis* amount of money or other property to the Company with respect to the Series by a new or existing Member as consideration for a Membership Interest with respect to the Series or an increase in the applicable Sharing Ratio with respect to the Series, (ii) the distribution of more than a *de minimis* amount of money or other property by the Company with respect to the Series to a Member as consideration for a Membership Interest, or (iii) the liquidation of the Series. Whenever the fair market value of property is required to be determined pursuant to this Agreement (including the preceding sentence), the Operator operating the Facility or Facilities to which such property relates shall propose such a fair market value in a notice to the other Members. If any other Member disagrees with such determination, such Member shall notify the other Members of such disagreement within 10 Business Days of receiving such notice. If such Dispute is not resolved within 5 Business Days after such notice, any Member may submit such Dispute for binding appraisal in accordance with Section 13.11(c) by delivering a FMV Notice to the other Members.

This Section 4.05 is intended to comply with the capital account maintenance provisions of Treasury Regulation Section 1.704-1(b)(2)(iv) and will be applied and interpreted in accordance with such Treasury Regulations.

4.06 Failure to Make a Capital Contribution or Loan.

(a) **General.** If any Member fails to make a Capital Contribution as requested by a Management Committee (but excluding Capital Calls issued on behalf of such Management Committee pursuant to Section 4.01(c)) in a Capital Call validly and timely issued pursuant to Section 4.01 or a loan when required pursuant to Section 4.02(a) (each such Member being a "**Non-Contributing/Loan Member**"), and if such failure continues for more than [***] Days after the date on which it is due, the Members that have contributed their Capital Contribution or made their loan, as applicable, in respect of such Capital Call (each, a "**Contributing/Loan Member**") may (without limitation as to other remedies that may be available, and in particular such other remedies shall include the right to specifically enforce the obligation of the Non-Contributing/Loan Member to make the required Capital Contribution or loan) thereafter elect to:

(i) treat the Non-Contributing/Loan Member's failure as a Default by giving notice thereof to the Non-Contributing/Loan Member, in which event the provisions of this Agreement regarding the commission of a Default by a Member shall apply (but if the Capital Call is for the payment of a Matured Financing Obligation, the Default shall be immediate on the giving of such notice and the [***]-Day cure period contemplated in the definition of Default shall not apply); or

(ii) pay the portion of the Capital Contribution owed and unpaid by, or make the loan required from, the Non-Contributing/Loan Member (the "**Additional Contribution/Loan**") in which event the Contributing/Loan Members that elect to fund the Non-Contributing/Loan Members' share (the "**Additional Contribution/Loan Members**") may treat the contribution or loan, as applicable as one of: (A) a Capital Contribution or loan, as

applicable, resulting in the Additional Contribution/Loan Members receiving [***] under Section 4.06(c), or (B) a permanent Capital Contribution that results in an adjustment of Sharing Ratios in respect of the Series to which the Additional Contribution/Loan relates (the “*Applicable Adjustment Series*”) under Section 4.06(d), as determined by the Additional Contribution/Loan Members as set forth below.

Notwithstanding anything to the contrary in this Agreement, if the Contributing/Loan Members make the election pursuant to Section 4.06(a)(ii), the provisions of Section 4.06(c) and Section 4.06(d) will be applied separately with respect to each Series. No Contributing/Loan Member shall be obligated to make either election under clause (i) or clause (ii) above. The decision of the Contributing/Loan Members to elect (i) or (ii) above shall be made by the determination of the Contributing/Loan Members holding [***]% of the applicable Sharing Ratios of all Contributing/Loan Members, but clause (ii) above may not be elected unless at such time of determination there is one or more Additional Contribution/Loan Members. The decision of the Additional Contribution/Loan Members to elect clause (ii)(A) or clause (ii)(B) above shall be made by the determination of the Additional Contribution/Loan Members holding [***]% of the applicable Sharing Ratios of all Additional Contribution/Loan Members. Unless and until such election is made, payment of the Additional Contribution/Loan shall be treated as a Priority Interest under Section 4.06(a)(ii)(A). [***]

(b) **Default.** If the Contributing/Loan Members make the election pursuant to Section 4.06(a)(i) above with respect to a failure to make a Capital Contribution to a Series and the Non-Contributing/Loan Member holds Membership Interests of any other Series, any distributions from the Company with respect to such other Series that would otherwise have been due and payable to the Non-Contributing/Loan Member absent such Non-Contributing/Loan Member’s failure to make such Capital Contribution shall be paid to the Series to which such failure relates until such time as such Series receives an amount equal to the shortfall resulting from such failure.

(c) [***]:

(i) [***]

(ii) [***] shall not alter the Sharing Ratios of the Members, nor shall [***] alter any distributions to the Contributing/Loan Members (in their capacity as Contributing/Loan Members, as opposed to their capacity as Additional Contribution/Loan Members) in accordance with their respective Sharing Ratios. Notwithstanding any provision in this Agreement to the contrary, a Member may not Dispose of all or a portion of [***] except to a Person to whom it Disposes all or the applicable *pro rata* portion of the Membership Interest of the Series to which such Priority Interest relates after compliance with the requirements of this Agreement in connection therewith.

(iii) For so long as any Additional Contribution/Loan Member holds [***] with respect to a Series, neither any Non-Contributing/Loan Member nor its Representative shall have the right to vote its Membership Interest (or Sharing Ratio(s)) under this Agreement with respect to any decision regarding distributions from the Company, and

any distribution to which such Non-Contributing/Loan Member is entitled with respect to any Series shall be paid [***].

(iv) No Member that is a Non-Contributing/Loan Member may Dispose of its Membership Interest of the Applicable Adjustment Series unless, at the closing of such Disposition, either the Non-Contributing/Loan Member or the proposed Assignee pays [***]. No Assignee shall be admitted to the Company as a Member until compliance with this Section 4.06(c)(iv) has occurred.

(d) ***Permanent Contribution.*** If the Additional Contribution/Loan Members elect under Section 4.06(a)(ii) to have the Additional Contribution/Loan with respect to a Series treated as a permanent Capital Contribution, then the Sharing Ratios in respect of the Additional Contribution/Loan Members and the Non-Contributing/Loan Member will be automatically adjusted to equal each Member's total Capital Contributions in respect of the Applicable Adjustment Series when expressed as a percentage of all such Members' Capital Contributions (after giving effect to the Capital Contribution made by the Additional Contribution/Loan Members) in respect of such Series.

(e) ***Further Assurance.*** In connection with this Section 4.06, each Member shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Section 4.06.

(f) ***Deemed Non-Contributing/Loan Member.*** Notwithstanding anything to the contrary, for purposes of this Agreement the term "Non-Contributing/Loan Member" shall include any Member who (i) fails to duly elect to make a proposed Capital Call under Section 4.01 or a proposed loan pursuant to Section 4.02 and (ii) fails to fund such Capital Call or loan, in each case, to the extent necessary to cover the amount of any Matured Financing Obligation that is to become due within [***] Days or that has become due (by acceleration or otherwise).

4.07 Credit Assurance.

(a) Unless otherwise agreed to by [***], if the Series is required to provide a guaranty, letter of credit or other credit support (each a "***Credit Assurance***") to a counterparty under any contract or agreement (including an Approved Precedent Agreement) relating to a Facility approved by the Management Committee governing matters relating to such Facility prior to the In-Service Date of such Facility (each a "***Subject Contract***"), then each Member holding Membership Interests of the Series to which such Facility relates agrees to provide or cause to be provided (on behalf of the Series and within [***] Business Days of the Series' request) to such counterparty the required form of Credit Assurance in an amount equal to the product of (i) the total dollar amount of the obligations for which the Series is required to provide such Credit Assurance, and (ii) such Member's Sharing Ratio in respect of the applicable Series. As to any New Member, if at the time of admittance any Credit Assurance has been provided by the Members holding Membership Interests of the Series held by such New Member, then such New Member shall provide (on behalf of the Series and within [***] Business Days of the Series' request) to the applicable counterparty such Credit Assurance in the same form and in an amount equal to the product of (1) the total dollar amount of obligations for which the Series is required to provide

such Credit Assurance and (2) such New Member's Sharing Ratio in respect of such Series. Any Credit Assurances posted by the then-current Members shall be reduced to reflect the New Member's Credit Assurances and in accordance with such Member's Sharing Ratio in respect of such Series.

(b) If a breach, default or other event occurs under a Subject Contract and the counterparty thereunder makes a demand or draw on one or more Credit Assurances for such breach, default or other event (a "***Demand Event***"), then a determination will be made as to the total dollar amount demanded or drawn by such counterparty for such Demand Event ("***Total Event Demand Amount***"). [***]

(c) If any Member [***], then such Member [***].

ARTICLE 5 DISTRIBUTIONS AND ALLOCATIONS

5.01 Distributions. With respect to each Series, within [***] Days following the end of each Quarter following the first In-Service Date applicable to the Facilities to which a Series relates, the Management Committee governing matters relating to such Series shall determine the amount of Available Cash with respect to such Series. For each applicable Series, an amount equal to 100% of Available Cash shall, subject to Section 18-607 of the Act, be distributed in accordance with this Article 5 to the applicable Members (other than a Breaching Member) in proportion to their respective Sharing Ratios in respect of such Series (at the time the amounts of such distributions are made); provided, however, that, if such Management Committee fails timely to determine the amount of Available Cash with respect to a Series, an amount equal to [***]% of the Available Cash with respect to the immediately preceding Quarter shall, subject to Section 18-607 of the Act, be distributed in accordance with this Article 5 to the Members (other than a Breaching Member) holding Membership Interests of such Series in proportion to their respective Sharing Ratios with respect to such Series (at the time the amounts of such distributions are made)

5.02 Allocations for Maintaining Capital Accounts.

(a) Except as otherwise provided herein, for purposes of maintaining the Capital Accounts pursuant to Section 4.05, Net Profit and Net Loss (and, to the extent necessary, individual items of income, gain, loss or deduction with respect to each Series) of or with respect to a Series for a fiscal year or other period shall be allocated among the Members with respect to each Series such that the Adjusted Capital Account (determined without regard to clause (b) of the definition of Adjusted Capital Account) balance of each Member with respect to the Series, immediately after making such allocation, and special allocations in Section 5.02(b), is, as nearly as possible, equal proportionately to such Member's Target Capital Account Amount. For these purposes, a Member's "***Target Capital Account Amount***" with respect to a Series equals the amount of distributions that would be made to such Member with respect to the Series pursuant to Section 5.01 if all of the Company's assets with respect to the Series were sold for cash at a price equal to their Book Value, all Company liabilities with respect to the Series were satisfied (limited with respect to each nonrecourse liability within the meaning of Treasury Regulation Section 1.704-2(b)(3) to the Book Value of the assets securing such liability) and all of the remaining assets of the Company with respect to the Series were distributed in accordance with Section 5.01

to the Members immediately after such hypothetical sale of assets with respect to the Series. For the avoidance of doubt the items described in this Section 5.02 will be allocated to each Series as if such Series were a separate partnership for federal income tax purposes and shall be allocated to the Members associated with each Series on that basis.

(b) Notwithstanding the foregoing provisions of this Section 5.02, the following special allocations will be made:

(i) Nonrecourse Deductions with respect to each Series shall be allocated to the Members in proportion to their Sharing Ratios with respect thereto.

(ii) Member Nonrecourse Deductions with respect to any Series attributable to Member Nonrecourse Debt with respect to the Series shall be allocated to the Members bearing the Economic Risk of Loss for such Member Nonrecourse Debt as determined under Treasury Regulation Section 1.704-2(b)(4). If more than one Member bears the Economic Risk of Loss for such Member Nonrecourse Debt, the Member Nonrecourse Deductions attributable to such Member Nonrecourse Debt shall be allocated among the Members according to the ratio in which they bear the Economic Risk of Loss. This Section 5.02(b)(ii) is intended to comply with the provisions of Treasury Regulation Section 1.704-2(i) and shall be interpreted consistently therewith.

(iii) Notwithstanding any other provision hereof to the contrary, if there is a net decrease in Minimum Gain with respect to any Series for an allocation period (or if there was a net decrease in Minimum Gain with respect to the Series for a prior allocation period and the Company did not have sufficient amounts of income and gain with respect to the Series during prior periods to allocate among the Members under this Section 5.02(b)(iii), items of income and gain with respect to the Series shall be allocated to each Member in an amount equal to such Member's share of the net decrease in such Minimum Gain (as determined pursuant to Treasury Regulation Section 1.704-2(g)(2)). This Section 5.02(b)(iii) is intended to constitute a minimum gain chargeback under Treasury Regulation Section 1.704-2(f) and shall be interpreted consistently therewith.

(iv) Notwithstanding any provision hereof to the contrary except Section 5.02(b)(iii) (dealing with Minimum Gain), if there is a net decrease in Member Nonrecourse Debt Minimum Gain with respect to any Series for an allocation period (or if there was a net decrease in Member Nonrecourse Debt Minimum Gain with respect to the Series for a prior allocation period and the Company did not have sufficient amounts of income and gain with respect to the Series during prior periods to allocate among the Members under this Section 5.02(b)(iv)), items of income and gain with respect to the Series shall be allocated to each Member in an amount equal to such Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain (as determined pursuant to Treasury Regulation Section 1.704-2(i)(4)). This Section 5.02(b)(iv) is intended to constitute a partner nonrecourse debt minimum gain chargeback under Treasury Regulation Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(v) Notwithstanding any provision hereof to the contrary except Section 5.02(b)(i) and Section 5.02(b)(ii), no Net Loss or items of loss or deduction with respect to any

Series shall be allocated to any Member to the extent that such allocation would cause such Member to have a deficit Adjusted Capital Account balance (or increase any existing deficit Adjusted Capital Account balance) with respect to the Series at the end of the allocation period. All Net Loss and items of loss or deduction in excess of the limitation set forth in this Section 5.02(b)(v) shall be allocated to the Members with interests in the Series who do not have a deficit Adjusted Capital Account balance in proportion to their relative positive Adjusted Capital Accounts with respect to the Series but only to the extent that such Net Loss and items of loss or deduction do not cause any such Member to have a deficit Adjusted Capital Account balance with respect to the Series.

(vi) If any Member unexpectedly receives any adjustments, allocations or distributions described in Treasury Regulation Sections 1.704-1(b)(2)(ii)(d)(4), (5) or (6) resulting in or increasing an Adjusted Capital Account deficit for such Member with respect to any Series, items of income and gain with respect to the Series will be specially allocated to such Member in any amount and manner sufficient to eliminate, to the extent required by the Treasury Regulation, such Adjusted Capital Account deficit of the Member as quickly as possible; provided, however, that an allocation pursuant to this Section 5.02(b)(vi) shall be made only if and to the extent that such Member would have a deficit Adjusted Capital Account balance with respect to the Series after all other allocations provided for in this Article 5 have been tentatively made as if this Section 5.02(b)(vi) were not in this Agreement. The items of income or gain to be allocated will be determined in accordance with Treasury Regulation Section 1.704-1(b)(2)(ii)(d). This subsection (vi) is intended to qualify and be construed as a “qualifying income offset” within the meaning of Treasury Regulation Section 1.704-1(b)(2)(ii)(d) and will be applied and interpreted in accordance with such Treasury Regulations.

(vii) To the extent that an adjustment to the adjusted tax basis of any Company or Series asset pursuant to Sections 734(b) or 743(b) of the Code is required, pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(m)(2) or Treasury Regulation Section 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as a result of a distribution to a Member in complete liquidation of its Membership Interest with respect to any Series, the amount of such adjustment to the Capital Accounts will be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset), and such gain or loss will be specially allocated to the Members in accordance with Section 5.02(a) in the event that Treasury Regulation Section 1.704-1(b)(2)(iv)(m)(2) applies, or to the Members to whom such distribution was made in the event that Treasury Regulation Section 1.704-1(b)(2)(iv)(m)(4) applies.

5.03 Allocations for Tax Purposes.

(a) Except as provided in Section 5.03(b) and Section 5.03(c) or as otherwise required by the Code or Treasury Regulations, solely for federal income tax purposes, items of taxable income, gain, loss and deduction of the Company with respect to each Series for each fiscal year or other relevant period shall be allocated among the Members in the same manner as each correlative item of “book” income, gain, loss and deduction with respect to the Series is allocated to the Capital Accounts of the Members with respect to the Series pursuant to Section 5.02 and each tax credit shall be allocated to the Members in the same manner as the receipt or expenditure giving rise to such credit is allocated pursuant to Section 5.02.

(b) Income, gain, loss, and deduction with respect to property contributed to the Company with respect to any Series by a Member or revalued pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(f) shall be allocated among the Members in a manner that takes into account the variation between the adjusted tax basis of such property and its Book Value, as required by Section 704(c) of the Code and Treasury Regulation Section 1.704-1(b)(4)(i), using the remedial allocation method permitted by Treasury Regulation Section 1.704-3(d).

(c) Pursuant to Treasury Regulation Section 1.1245-1(e), to the extent the Company with respect to any Series recognizes gain as a result of a sale, exchange or other disposition of Company or Series assets which is taxable as recapture income under Sections 1245 or 1250 of the Code or unrecaptured Section 1250 gain under Section 1(h) of the Code, such recapture income shall be allocated among the Members with respect to the Series in the same proportion as the depreciation and amortization giving rise to such recapture income was allocable among the Members. In no event, however, shall any Member be allocated recapture income hereunder in excess of the amount of gain allocated to the Member under this Agreement. Any recapture income that is not allocated to a Member due to the gain limitation described in the previous sentence shall be allocated among those Members whose shares of total gain on the sale, exchange or other disposition of the property exceed their share of depreciation and amortization attributable to Company or Series assets, in proportion to their relative shares of the total allocable gain.

(d) The Members' proportionate share of the "excess nonrecourse liabilities," within the meaning of the Treasury Regulation Section 1.752-3(a)(3) with respect to each Series shall be allocated to the Members holding the Series in proportion to their respective Sharing Ratios with respect thereto.

(e) Allocations pursuant to this Section 5.03 are solely for federal (and, where applicable, state and local) tax purposes and shall not affect, or in any way be taken into account in computing, any Capital Account or share of income, gain, loss and other deduction described in Section 5.02 or distributions pursuant to any provision of this Agreement.

(f) The Members are aware of the income and other tax consequences of the allocations made by this Agreement and hereby agree to be bound by the provisions of this Agreement in reporting their shares of items of income, gain, loss, credit and deduction.

5.04 Varying Interests. All items of income, gain, loss, deduction or credit with respect to each Series shall be allocated, and all distributions shall be made, to the Persons shown on the records of the Company to have been Members with respect to the Series as of the last Day of the period for which the allocation or distribution is to be made. Notwithstanding the foregoing, if during any taxable year there is a change in any Member's Sharing Ratio with respect to a Series, the Members agree that their allocable shares of such items with respect to the Series for the taxable year shall be determined based on any method determined by the Management Committee of such Series to be permissible under Code Section 706 and the related Treasury Regulations to take account of the Members' varying Sharing Ratios with respect to the Series.

5.05 Amounts Withheld. The Company is authorized to withhold from payments and distributions to the Members and to pay over to any federal, state or local Governmental Authority

any amounts required to be so withheld pursuant to the Code or any provisions of any applicable Law and shall allocate such amounts to the Members with respect to which such amounts were withheld. All amounts withheld pursuant to the Code or any provisions of any applicable Law with respect to any payment, distribution or allocation shall be treated for all purposes under this Agreement as amounts paid or distributed pursuant to this Article 5 to the Members with respect to which such amount was withheld. All taxes paid on behalf of such Member pursuant to this Section 5.05 in excess of any distributions otherwise payable to such Member shall, at the option of the Company, (a) be promptly paid to the Company with respect to the applicable Series by such Member or (b) be repaid by reducing the amount of the current or next succeeding distribution or distributions which would otherwise have been made to such Member or, if such distributions are not sufficient for that purpose, by so reducing the proceeds of liquidation otherwise payable to such Member. Whenever the Company selects option (b) of the preceding sentence, such Member shall for all purposes of this Agreement be treated as having received a distribution under Section 5.01 of the amount of the tax payment. To the fullest extent permitted by law, each Member hereby agrees to indemnify and hold harmless the Company and the other Members from and against any liability for taxes (and related interest, penalties or additions to tax) with respect to income attributable to or distributions or other payments to such Member.

ARTICLE 6 MANAGEMENT

6.01 General. This Article 6 and Schedule I-A provide for the governance of matters relating to the Series A Membership Interests and, except if and to the extent otherwise provided on the applicable Series Schedule with respect to any Additional Series, the Company and, to the extent set forth herein, Additional Series through a “committee of the whole” referred to herein as the “*Series A Management Committee*.” Except as explicitly provided herein and on Schedule I with respect to matters relating to a specific Series, the management of each Series is fully vested in the Series A Management Committee. To facilitate the orderly and efficient management of the Series, the Series A Management Committee shall act (a) collectively as a “committee of the whole” pursuant to Section 6.02 and Article 2 of Schedule I-A, and (b) through the delegation of certain duties and authority to an Operator under a COM Agreement. Subject to the express provisions of this Agreement and, for the avoidance of doubt, except as provided on the applicable Series Schedule, each Member agrees that it will not exercise its authority under the Act to bind or commit the Company or any Series to agreements, transactions or other arrangements, or to hold itself out as an agent of the Company or any Series. This Agreement, including this Article 6, is subject in all respects to the provisions of the Side Letters and any rights set forth on Schedule I that have been approved and adopted in accordance with this Agreement.

6.02 Management Committee. This Article 6 and Schedule I-A provide for the governance of matters relating to the Series A Membership Interests and, except if and to the extent otherwise provided on each Additional Series Schedule with respect to a specific Series, the Company. Additionally, any Series Schedule relating to any Additional Series may provide for the formation of, and governance of matters relating to such Additional Series through, a “committee of the whole” comprised of one or more Representatives of each Member holding Membership Interests of such Additional Series (each such committee, an “*Additional Series Management Committee*,” and each Member entitled to participate in such Additional Series Management Committee at a given time, an “*Additional Series Management Committee Member*”); provided,

however, that if any such Series Schedule does not provide for the formation of, or governance of matters relating to such Additional Series through, an Additional Series Management Committee, matters relating to such Additional Series shall be governed by the Series A Management Committee subject to any rights set forth on such Series Schedule that have been approved and adopted in accordance with this Agreement. Decisions or actions taken by any Management Committee in accordance with the provisions of this Agreement (for the avoidance of doubt, including any applicable Series Schedule) shall constitute decisions or actions by the Company and shall be binding on each Member, Representative, and employee of the Company. Each Management Committee shall conduct its affairs in accordance with the following provisions and the other provisions of this Agreement:

(a) ***Representatives.***

(i) Authority. Each Representative shall have the full authority to act on behalf of the Management Committee Member that designated such Representative; the action of a Representative at a meeting (or through a written consent) of the applicable Management Committee shall bind the Management Committee Member that designated such Representative; and the other Members of the applicable Series shall be entitled to rely upon such action without further inquiry or investigation as to the actual authority (or lack thereof) of such Representative. In addition, the act of an Alternate Representative shall be deemed the act of the Representative for which such Alternate Representative is acting, without the need to produce evidence of the absence or unavailability of such Representative.

(ii) DISCLAIMER OF DUTIES; INDEMNIFICATION. EACH REPRESENTATIVE SHALL REPRESENT, AND OWE DUTIES TO, ONLY THE MEMBER THAT DESIGNATED SUCH REPRESENTATIVE (THE NATURE AND EXTENT OF SUCH DUTIES BEING AN INTERNAL AFFAIR OF SUCH MEMBER), AND SHALL NOT OWE ANY DUTIES (INCLUDING FIDUCIARY DUTIES) TO THE COMPANY, ANY OTHER MEMBER OR REPRESENTATIVE, OR ANY AFFILIATE, OFFICER, OR EMPLOYEE OF THE COMPANY, ANY OTHER MEMBER, OR ANY OTHER PERSON. THE PROVISIONS OF SECTION 6.04 AND ANY OTHER APPLICABLE DISCLAIMERS OF DUTIES SET FORTH ON SCHEDULE I SHALL ALSO INURE TO THE BENEFIT OF EACH MEMBER'S REPRESENTATIVE. THE COMPANY SHALL INDEMNIFY, PROTECT, DEFEND, RELEASE AND HOLD HARMLESS EACH REPRESENTATIVE FROM AND AGAINST ANY CLAIMS ASSERTED BY OR ON BEHALF OF ANY PERSON (INCLUDING ANOTHER MEMBER), OTHER THAN THE MEMBER THAT DESIGNATED SUCH REPRESENTATIVE, THAT ARISE OUT OF, RELATE TO, OR ARE OTHERWISE ATTRIBUTABLE TO, DIRECTLY OR INDIRECTLY, THE COMPANY OR SUCH REPRESENTATIVE'S SERVICE ON ANY MANAGEMENT COMMITTEE.

(iii) Attendance. Each Management Committee Member shall use all reasonable efforts to cause its Representative or Alternate Representative to attend each meeting of the Management Committee(s) of which it is a member, unless its Representative is unable to do so because of a "force majeure" event or other event beyond his reasonable control, in which event such Management Committee Member shall use all reasonable efforts

to cause its Representative or Alternate Representative to participate in the meeting by telephone pursuant to Section 6.02(e).

(b) **Secretary.** A Management Committee may designate a Secretary of such Management Committee, who need not be a Representative or an employee of a Member or any Affiliate thereof.

(c) **Procedures.** The Secretary, or if no Secretary has been appointed, a person designated in writing by the Representatives, of a Management Committee shall maintain written minutes of each meeting held by such Management Committee. A Management Committee may adopt whatever rules and procedures relating to its activities as it may deem appropriate, provided that such rules and procedures shall not be inconsistent with or violate the provisions of this Agreement and the applicable Series Schedule.

(d) **Action by Written Consent.** Any action required or permitted to be taken at a meeting of a Management Committee may be taken without a meeting, without prior notice, and without a vote if a consent or consents in writing, setting forth the action so taken, is signed by the Representatives of the Management Committee Members acting through such Management Committee that could have taken the action at a meeting of such Management Committee.

(e) **Meetings by Telephone.** Representatives may participate in and hold such meeting by means of conference telephone, videoconference or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a Representative participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

(f) **Subcommittees.** A Management Committee may create such subcommittees, and delegate to such subcommittees such authority and responsibility, and rescind any such delegations, as it may deem appropriate.

(g) **Officers.** The Series A Management Committee may designate one or more Persons to be officers of the Company. Any officers so designated shall have such titles and, subject to the other provisions of this Agreement, have such authority and perform such duties as the Series A Management Committee may delegate to them and shall serve at the pleasure of the Series A Management Committee and report to the Series A Management Committee.¹

6.03 Certain Approval Matters.

(a) Notwithstanding any other provision of this Agreement, none of the following actions may be taken by, or on behalf of, the Company or any Series without first obtaining the approval of [***] the Representatives of the Series A Management Committee:

(i) with respect to the Company and each Series, conducting any activity or business that, in the reasonable judgment of the Existing Operator, acting in good

¹ Note to Draft: Discussion regarding appointment of officers for each Series ongoing.

faith, may generate income for federal income tax purposes that may not be “qualifying income” (as such term is defined pursuant to Section 7704 of the Code) in excess of 5% of the gross income of the Company or such Series;

(ii) any material tax elections or any material decisions relating to material tax returns pertaining to Series A, the Company as a whole or more than one Series, in each case, as determined in the reasonable judgment of the Existing Operator, acting in good faith;

(iii) [***]

(iv) selecting a different name for the Company, or making any change to the principal nature of the business of the Company;

(v) approving accounting procedures for any Series in accordance with GAAP, or voluntarily changing or terminating the appointment of such Series’ accountants;

(vi) on the occurrence of a Dissolution Event, the designation of a Member or other Person to serve as liquidator pursuant to Section 12.02 of the Agreement;

(vii) the commencement, conduct or settlement of any suit, action or proceeding or arbitration involving the Company, in each case to the extent involving in excess of \$[***];

(viii) termination of any Series pursuant to Section 12.01 of the Agreement;

(ix) causing or permitting the Company or any Series to become Bankrupt (but this provision shall not be construed to require any Member to ensure the profitability or solvency of the Series);

(x) causing or permitting the Company or any Series to merge, consolidate or convert into any other entity;

(xi) approving any Additional Transportation Facility;

(xii) approving Series Schedules to this Agreement relating to an Additional Series and the Additional Transportation Facility to which such Additional Series relates, including (A) the Members holding Membership Interests of such Additional Series and their respective Sharing Ratios in respect of such Additional Series, (B) any specific governance rights held by Additional Series Members thereunder, including any Management Committee with respect to such Additional Series, and (C) any Performance Assurances required to be delivered to the Company by or on behalf of such Additional Series Members, including the timing of the delivery of, and the amount of, such Performance Assurances; and

(xiii) entering into, amending in any material respect, or terminating any Side Letter, or approving of the assignment of a Side Letter in accordance with the terms thereof, including any modifications thereto in connection with such assignment; provided,

however, that if such Side Letter or amendment thereof affects the terms of the Membership Interests of a Member in such a manner that such Side Letter or amendment would have required such Member's approval pursuant to the terms of Section 13.05 of this Agreement or the applicable provisions of the Series Schedule relating to such Membership Interests had such Side Letter been effected as an amendment or modification of this Agreement or such Series Schedule, then such Side Letter or amendment thereof shall require such Member's approval in accordance with the provisions of Section 13.05 of this Agreement or the comparable provision of such Series Schedule, as applicable.

(b) In any matter proposed to the Series A Management Committee pursuant to Sections 6.03(a)(i), (ii), and (v) (but only with respect to matters relating to internal accounting procedures) and (vii), the Representatives of USG and its Affiliates shall not unreasonably grant or withhold their vote, consent or approval.

(c) Notwithstanding any other provision of this Agreement or any Series Schedule but subject to the approval of a Supermajority Interest of the Representatives of the Series A Management Committee, one Series may use or expand (including any expansion described in clauses (b)-(d) in the definition of "Mainline Facilities") the assets of another Series without the approval of the Members or Management Committee of such other Series; provided that any such use or expansion is pursuant to arm's-length terms and conditions and does not adversely affect the interests of the Members of such other Series as then in effect in such assets. The Series A Management Committee shall use its good faith efforts to allocate the benefits and liabilities with respect to such assets among the Series in proportion or relation to their use thereof. Without limiting the generality of the foregoing and by way of example only, subject to only the approval required pursuant to this Section 6.03(c), the Facilities of one Series (such Facilities, the "***Affected Facilities***") may be expanded to increase the capacity of the Affected Facilities in order to permit the flow of commodities from upstream of the Affected Facilities to the Facilities of another Series that are located downstream of the Affected Facilities, with the benefits and liabilities of the original capacity inuring to the Series owning the Affected Facilities and the benefits and liabilities of the increased capacity inuring with respect to the Series owning the downstream Facilities.

6.04 No Duties; Disclaimer of Duties. Each Member acknowledges its express intent, and agrees with each other Member for the mutual benefit of all the Members, that

(a) to the fullest extent permitted by applicable Law, no Member, in its capacity as Member, nor any of such Member's or any of its Affiliates' respective employees, agents, directors, managers or officers shall have any fiduciary duty to the Company, any Series, any other Member or Representative or any other Person in connection with the business and affairs of the Company or Series or any consent or approval given or withheld pursuant to this Agreement; provided, however, that nothing herein shall eliminate the implied contractual covenant of good faith and fair dealing;

(b) to the fullest extent permitted by applicable Law, no Representative, in such Person's capacity as a Representative, shall have any fiduciary duty to the Company, any Series, any Member (other than the Member that designated such Representative), any other Representative, or any other Person in connection with the business and affairs of the Company or Series or any consent or approval given or withheld pursuant to this Agreement; provided, however,

that nothing herein shall eliminate the implied contractual covenant of good faith and fair dealing; and

(c) the provisions of this Section 6.04 will apply for the benefit of each Member, and no standard of care, duty, or other legal restriction or theory of liability shall limit or modify the right of each Member to act and direct its Representative to vote in the manner determined by the Member that designated such Representative in its Sole Discretion.

To the maximum extent permitted by applicable Law, each Member hereby releases and forever discharges each other Member and such other Member's Representative from all liabilities that such other Member or its Representative might owe, under the Act or otherwise, to the Company, the releasing Member, or such releasing Member's Representative on the ground that any decision of that other Member or such other Member's Representative to grant or withhold any vote, consent or approval constituted the breach or violation of any standard of care, any fiduciary duty or other legal restriction or theory of liability applicable to such other Member or its Representative; provided, however, that nothing herein shall eliminate any Member's liability for any act or omission that constitutes a bad faith violation of the implied contractual covenant of good faith and fair dealing. Notwithstanding anything in this Agreement to the contrary, nothing in this Section 6.04 shall limit or waive any claims against, actions, rights to sue, other remedies or other recourse of the Company, any Series, any Member or any other Person may have against any Member, Representative or employee of the Company or any Series for a breach of contract claim relating to any binding agreement (including this Agreement).

6.05 Business Opportunities.

(a) During the Term, except as otherwise provided in any applicable COM Agreement, any project involving the planning, design, construction, acquisition, ownership, maintenance, or operation of the Facilities may be conducted only by the Company through a Series and not by any Member or any Affiliate of a Member.

(b) A Member and each Affiliate of a Member may engage in and possess interests in other business ventures of any and every type and description, independently or with others, including ones in competition with the Company, with no obligation to offer to the Company, any other Member or any Affiliate of another Member the right to participate therein. Subject to the approval of the Series A Management Committee in accordance with Schedule I-A, the Company may transact business with any Member or Affiliate thereof. Without limiting the generality of the foregoing, the Members recognize and agree that their respective Affiliates currently engage in certain activities involving natural gas and electricity marketing and trading (including futures, options, swaps, exchanges of future positions for physical deliveries and commodity trading), gathering, processing, storage, transportation and distribution, electric generation, development and ownership, as well as other commercial activities related to natural gas and that these and other activities by Members' Affiliates may be based on natural gas that is shipped through the Facilities or otherwise made possible or facilitated by reason of the Company's activities (herein referred to as "*Affiliate's Outside Activities*"). No Affiliate of a Member shall be restricted in its right to conduct, individually or jointly with others, for its own account any Affiliate's Outside Activities, and no Member or its Affiliates shall have any duty or obligation, express or implied, fiduciary or otherwise, to account to, or to share the results or profits

of such Affiliate's Outside Activities with, the Company, any other Member or any Affiliate of any other Member, by reason of such Affiliate's Outside Activities. The provisions of this Section 6.05(b), Sections 6.02(a)(ii), 6.04, 6.05(d), 6.05(e) and 6.07(a) and any other applicable disclaimers of duties set forth on Schedule I constitute an agreement to modify or eliminate, as applicable, fiduciary duties pursuant to the provisions of Section 18-1101 of the Act.

(c) Subject to Section 6.05(a) and (b) each Member:

(i) renounces in advance each and every interest or expectancy it or any of its Affiliates might be considered to have under the Act, at common law or in equity by reason of its membership in the Company in any business opportunity, or in any opportunity to participate in any business opportunity, in any business or industry in which any other Member or its Affiliates now or in the future engages, which is presented to the Company, to any other Member or any of its Affiliates or to any present or future partner, member, director, officer, manager, supervisor, employee, agent or representative of the Company or of any other Member or any of its Affiliates; and

(ii) waives and consents to [***].

(d) Subject to Section 6.05(a) and (b), the Company:

(i) renounces in advance each and every interest or expectancy it might be considered to have under the Act, at common law or in any business opportunity, or in any opportunity to participate in any business opportunity, in any business or industry in which any Member or any of its Affiliates now or in the future engages, which is presented to such Member or any of its Affiliates or to any present or future partner, member, director, officer, manager, supervisor, employee, agent or representative of such Member or any of its Affiliates; and

(ii) waives and consents to [***].

(e) Notwithstanding any other provision in this Agreement or the Series Schedules, the Representative of a Founding Member who is, or whose Affiliate is, involved in a Related Party Matter [***].

(f) [***]

(g) [***]

6.06 Insurance Coverage.

(a) ***Operator Insurance.*** Pursuant to each COM Agreement, the applicable Operator is required to carry and maintain or cause to be carried and maintained certain liability insurance coverages.

(b) ***Claim for Property Loss or Damage.*** In the event of actual loss or damage to a Series' property or any incident reasonably anticipated to give rise to a claim for loss or damage to the Series' property, the Series shall promptly provide written notice to the Members

holding Membership Interests of the Series to which such property relates of such loss, damage or incident. The Series shall take all actions necessary to provide proper and timely notification to its insurers of such loss, damage or incident. The Series shall be responsible for the preparation, submittal and negotiation of all insurance claims related to any loss, damage or incident involving the Series' property. The Members of such Series each agree to use all reasonable efforts to cooperate with each other and the Series in the preparation, submittal and negotiation of all such claims by the Series, including, but not limited to, the assignment of adjusters and the provision and exchange of information related to any loss, damage or incident involving the Series' property.

(c) **Directors' and Officers' Liability.** Each Member shall carry and maintain Directors' and Officers' Liability insurance covering its own respective persons who are serving as officers, directors, Representatives or Management Committee members of a Series. Each Member shall also be responsible for insuring its respective Membership Interest in a Series for securities claims against such Series.

6.07 Indemnification.

(a) Subject to Section 6.07(b), to the fullest extent permitted by the Act, each Series shall indemnify and hold harmless each Representative and each Member and the managers, officers, directors, stockholders, partners, members, managers, employees, affiliates, representatives and agents of such Member, as well as each officer, employee, representative, and agent of such Series (individually, a "**Covered Person**") from and against any and all Claims in which the Covered Person may be involved, or threatened to be involved, as a party or otherwise, by reason of the fact that he or it is a Covered Person or which relates to or arises out of the Series or its property, business or affairs. A Covered Person shall not be entitled to indemnification under this Section 6.07(a) with respect to [***].

(b) Notwithstanding the obligations of the Series pursuant to Section 6.07(a) and subject to Section 6.07, each Member shall indemnify, protect, defend, release and hold harmless the Company, each Series and each other Member, its Representative, its Affiliates, and its and their respective directors, officers, trustees, employees and agents from and against [***].

6.08 Limitation on Liability. EXCEPT IN CONNECTION WITH INDEMNIFICATION OBLIGATIONS ARISING FROM AN ACTION OR PROCEEDING BROUGHT BY A THIRD PARTY FOR AMOUNTS PAID OR OWING TO SUCH THIRD PARTY, EACH MEMBER AGREES THAT NO MEMBER SHALL BE LIABLE UNDER THIS AGREEMENT FOR EXEMPLARY, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR ARE A CONSEQUENCE OF, ITS PERFORMANCE OR NONPERFORMANCE HEREUNDER, OR THE PROVISION OF OR FAILURE TO PROVIDE ANY SERVICE HEREUNDER, INCLUDING, BUT NOT LIMITED TO, LOSS OF FUTURE PROFITS, BUSINESS INTERRUPTIONS, AND LOSS OF CUSTOMERS, WHETHER SUCH DAMAGES ARE ASSERTED IN AN ACTION BROUGHT IN CONTRACT, IN TORT OR PURSUANT TO SOME OTHER THEORY, AND WHETHER THE POSSIBILITY OF SUCH DAMAGES WAS MADE KNOWN OR WAS FORESEEABLE.

ARTICLE 7
DEVELOPMENT OF ADDITIONAL TRANSPORTATION FACILITIES

7.01 Employee Matters. To facilitate placing a Facility assigned to a Series in service, a Founding Member that is not, or does not have an Affiliate that is, the Operator with respect to such Facility shall have the right to have one employee located in such Operator's primary place of business with respect to such Facility and any construction or engineering site until the In-Service Date for such Facility and such employee shall have access to all construction and engineering offices related to such Facility and shall be permitted to review, examine, and copy the books, records, plans, reports, forecasts, studies, budgets, and other information related to such Facility.

7.02 General Regulatory Matters.

(a) The Members acknowledge that either the Company will be a "natural gas company" as defined in Section 2(6) of the NGA or the assets of the Company will be operated by a "natural gas company" as defined in Section 2(6) of the NGA in accordance with the certificate of authority granted by the FERC.

(b) Each Member shall (i) cooperate fully with the Company, any Management Committee, USG, EQT, and the applicable Operator in securing the Necessary Regulatory Approvals, including supporting all ATF FERC Applications, and in connection with any reports prescribed by the FERC and any other Governmental Authority having jurisdiction over the Company; (ii) join in any eminent domain takings by the Company, to the extent, if any, required by Law; and (iii) without limiting or modifying Section 6.04 or 6.05, devote such efforts as shall be reasonable and necessary to develop and promote the Facilities for the benefit of the Company, taking into account such Member's Sharing Ratio(s), resources, and expertise.

ARTICLE 8
TAXES

8.01 Tax Returns. Except as otherwise required by any final Treasury Regulations, each Member, each Series and the Company shall treat each Series as an entity formed under local law for federal (and, where applicable, state and local) tax purposes and shall file tax returns for or with respect to each Series accordingly. The Existing Operator, or any successor Operator appointed in accordance with this Agreement, shall prepare and timely file (on behalf of the Company and any such Series) all federal, state and local tax returns required to be filed by the Company or with respect to such Series; provided that so long as USG is a Founding Member to which a material tax return relates, USG shall have the right to review and comment on such material return at least 25 Days prior to the relevant due date for such return (which return may be provided to USG in draft form) and that the Existing Operator (or such successor Operator) shall include any such timely received comments as are reasonable, subject to applicable Law and to any ethical obligations of a return preparer. Each Member shall furnish to the Existing Operator (or such successor Operator) all pertinent information in its possession relating to the Company's operations and the operations of each Series that is necessary to enable the such tax returns to be timely prepared and filed. The Company shall bear the costs of the preparation and filing of its returns.

8.02 Tax Elections. The Company or each Series shall make, or has made, the following elections on the appropriate tax returns:

- (a) to adopt the calendar year as the Company's and each Series' fiscal and taxable year;
- (b) to adopt the accrual method of accounting;
- (c) to make the election described in Code Section 754 with respect to the first taxable year of the Company and each Series;
- (d) to elect to deduct or amortize the organizational expenses of the Company and each Series in accordance with Section 709(b) of the Code and to depreciate property pursuant to the most rapid depreciation or cost recovery method available; and
- (e) any other election the Series A Management Committee may deem appropriate or that the Existing Operator (or such successor Operator) is permitted to make without Management Committee approval in accordance with Section 6.03(a)(ii) and the provisions of any applicable Series Schedule.

Notwithstanding the foregoing, however, none of the Company, any Series or any Member shall make an election for the Company or any Series to be excluded from the application of the provisions of subchapter K of chapter 1 of subtitle A of the Code or elect for the Company or any Series to be treated as an association taxable as a corporation or any similar provisions of applicable state law and no provision of this Agreement shall be construed to sanction or approve such an election.

8.03 Tax Matters Member.

(a) EQT shall serve as the "tax matters partner" of the Company and each Series pursuant to Section 6231(a)(7) of the Code, as in effect prior to amendment by the Bipartisan Budget Act of 2015 (the "***Tax Matters Member***"). The Tax Matters Member shall take such action as may be necessary to cause to the extent possible each other Member to become a "notice partner" within the meaning of Section 6223 of the Code prior to amendment by the Bipartisan Budget Act of 2015. The Tax Matters Member shall inform each other Member of all significant matters that may come to its attention in such capacity by giving notice thereof on or before the fifth Business Day after becoming aware thereof and, within that time, shall forward to each other Member copies of all significant written communications it may receive from a taxing authority in that capacity. If the Tax Matters Member ceases to be the Tax Matters Member, the Series A Management Committee shall appoint a successor Tax Matters Member.

(b) The Tax Matters Member shall provide any Member, upon reasonable request, access to accounting and tax information and schedules obtained thereby solely in such capacity as shall be necessary for the preparation by such Member of its income tax returns and such Member's tax information reporting requirements.

(c) The Tax Matters Member and Partnership Representative shall take no action in such capacity without the authorization of the Management Committee of each affected

Series, other than such action as may be required by Law. If the authorization has not been granted or denied before the date such action is required by Law, the Partnership Representative may take such action on such date, and if such action is taken, the Partnership Representative shall promptly provide notice thereof to the Management Committee of each affected Series. Any cost or expense incurred by the Tax Matters Member or the Partnership Representative in connection with its duties, including the preparation for or pursuance of administrative or judicial proceedings and in complying with Section 8.03(b), shall be paid by the Company.

(d) The Tax Matters Member shall not enter into any extension of the period of limitations for making assessments on behalf of the Members without first obtaining the consent of the Management Committee of each affected Series. The Tax Matters Member shall not bind any Member to a settlement agreement without obtaining the consent of such Member. Any Member that enters into a settlement agreement with respect to any partnership item (as described in Code Section 6231(a)(3) prior to amendment by the Bipartisan Budget Act of 2015) with respect to the Company or any Series shall notify the other Members of such settlement agreement and its terms within [***] Days from the date of the settlement.

(e) No Member shall file a request pursuant to Code Section 6227, as in effect prior to amendment by the Bipartisan Budget Act of 2015, for an administrative adjustment of Company items or items of any Series for any taxable year without first notifying the other Members no later than [***] Days prior to filing such request. If the Series A Management Committee consents to the requested adjustment, the Tax Matters Member shall file the request for the administrative adjustment on behalf of the Members. If such consent is not obtained within [***] Days from such notice, any Member, including the Tax Matters Member, may file a request for administrative adjustment on its own behalf. Any Member intending to file a petition under Code Sections 6226, 6228 or other Code Section, each as in effect prior to amendment by the Bipartisan Budget Act of 2015, with respect to any item involving the Company or any Series shall notify the other Members of such intention and the nature of the contemplated proceeding. In the case where the Tax Matters Member is the Member intending to file such petition on behalf of the Company or any Series, such notice shall be given within a reasonable period of time to allow the other Members to participate in the choosing of the forum in which such petition will be filed.

(f) If any Member intends to file a notice of inconsistent treatment under Code Section 6222(b) as in effect prior to amendment by the Bipartisan Budget Act of 2015, such Member shall give reasonable notice under the circumstances to the other Members of such intent and the manner in which the Member's intended treatment of an item is (or may be) inconsistent with the treatment of that item by the other Members.

(g) For any taxable year beginning on or after January 1, 2018 and for the Company and for each Series, the Tax Matters Member shall be, or shall designate, the Partnership Representative as that term is defined in Code Section 6223(a), as added by the Bipartisan Budget Act of 2015 (the "**Partnership Representative**"), and any other Persons necessary to conduct proceedings under Subchapter C of Chapter 63 of the Code (as amended by the Bipartisan Budget Act of 2015) for such year, and each Member shall take all actions necessary to cause such Person to be so designated in accordance with any procedures prescribed therefor. Each Party agrees that the Company and each Series shall, unless determined otherwise by the Management Committee of each affected Series, in its reasonable discretion, elect the alternative method of paying any

imputed underpayment resulting from any Company or Series adjustment as provided by Code Section 6226, as added by the Bipartisan Budget Act of 2015, and each Member shall take any and all actions necessary to effect such election, including but not limited to the filing by each Member of amended returns and the payment of any tax, including any interest, penalties, or additions to such tax, resulting from the imputed underpayment.

ARTICLE 9 BOOKS, RECORDS, REPORTS, AND BANK ACCOUNTS

9.01 Maintenance of Books.

(a) Each Operator shall keep or cause to be kept at the principal office of the Company or at such other location approved by the Series A Management Committee complete and accurate books and records of the Company and each Series, including all books and records necessary to provide to the Members any information required to be provided pursuant to Section 9.02, supporting documentation of the transactions with respect to the conduct of the Company's and Series' business and minutes of the proceedings of its Members and each Management Committee, and any other books and records that are required to be maintained by applicable Law.

(b) The books of account of the Company and each Series shall be (i) maintained since a fiscal year that is the calendar year, (ii) maintained on an accrual basis in accordance with Required Accounting Practices, and (iii) unless the Series A Management Committee decides otherwise, audited by the Certified Public Accountants at the end of each calendar year.

9.02 Reports.

(a) With respect to each calendar year, each Operator shall prepare and deliver to each Member holding Membership Interests of a Series to which the Facility or Facilities operated by such Operator relate, on a per-Series basis:

(i) Within 75 Days after the end of such calendar year, a statement of operations and a statement of cash flows for such year, a balance sheet as of the end of such year, and an audited report thereon of the Certified Public Accountants; provided that, upon the written request of one or more Members holding Membership Interests of the applicable Series at least [***] Days prior to the applicable calendar year end, which request shall be a standing request effective for subsequent calendar years unless and until revoked by the requesting Member, such Operator shall prepare and deliver to the requesting Member(s) within 25 Days after the end of each such calendar year the foregoing information except for the audited report, which such Operator shall use reasonable efforts to prepare and deliver to the requesting Member(s) no later than 14 Days prior to any regulatory, contractual or filing deadlines of such Member for which such Operator has been notified by such Member.

(ii) Within 75 Days after the end of such calendar year, such federal, state and local income tax returns and such other accounting and tax information and schedules as shall be necessary for tax reporting purposes by each such Member with respect to such year.

(b) Upon the written request of one or more Founding Members at least [***] Days prior to the applicable calendar year end, each Operator shall use reasonable efforts to prepare and deliver to the requesting Founding Member(s) the following information with respect to Series A Membership Interests and/or any Membership Interests of a Series to which the Facility or Facilities operated by such Operator relate within [***] Days after the end of such calendar year, on a per-Series basis:

(i) A discussion and analysis of the results of operations including detailed explanations of significant variances in revenues, expenses and cash flow activities appearing in the audited financial statements, as compared to the same periods in the prior calendar year, and relevant operational statistics, including volumetric data;

(ii) A schedule of amounts due by year for contractual obligations that will impact Available Cash including notes payable, capital leases, operating leases, and purchase obligations; and

(iii) A three-year forward-looking forecast that includes a balance sheet, profit and loss statement, and a statement of cash flows. Such forecast shall include information pertaining to the underlying assumptions used in its preparation including volumetric, revenue per-unit and capital expenditure assumptions. Such forecast also shall be updated within 45 Days after execution by the Company of a material Gas Transportation Service Agreement related to such Series if the timing and amount of revenues or expenses resulting from such agreement are materially different than estimates included in the forward-looking forecast.

The reasonable incremental cost to the applicable Operator(s) of preparing the above reports shall be reimbursed to such Operator(s) by the Founding Member requesting such reports and, in the case of two or more Founding Members requesting such reports, equally by such Founding Members. Such cost shall be determined in accordance with the Accounting Procedure set forth in the applicable COM Agreement(s).

(c) Within 25 Days after the end of each calendar month, each Operator shall cause to be prepared and delivered to each Member holding Membership Interests of a Series to which the Facility or Facilities operated by such Operator relate with an appropriate certification of the Person authorized to prepare the same (provided that the Series A Management Committee may change the financial statements required by this Section 9.02(c) to a quarterly basis or may make such other change therein as it may deem appropriate), on a per-Series basis:

(i) A statement of operations for such month (including sufficient information to permit the Members to calculate their tax accruals) and for the portion of the calendar year then ended as compared with the same periods for the prior calendar year and with the budgeted results for the current periods;

(ii) A balance sheet as of the end of such month and the portion of the calendar year then ended; and

(iii) For quarter month end, a statement of cash flows for the portion of the calendar year then ended as compared to the same period for the prior calendar year.

(d) In addition to its obligations under subsections (a), (b), and (c) of this Section 9.02, but subject to Section 3.06, each Operator shall timely prepare and deliver to any Member holding Membership Interests of a Series to which the Facility or Facilities operated by such Operator relate, upon request and on a per-Series basis, all of such additional financial statements, notes thereto and additional financial information as may be required in order for such Member or an Affiliate of such Member to comply with any reporting requirements under (i) the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder, (ii) the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder, and (iii) any national securities exchange or automated quotation system. The reasonable incremental cost to such Operator(s) of preparing and delivering such additional financial statements, notes thereto and additional financial information, including any required incremental audit fees and expenses, shall be reimbursed to such Operator(s) by the Member requesting such reports and, in the case of two or more Members requesting such additional information, equally by such Members. Such cost shall be determined in accordance with the Accounting Procedure set forth in the applicable COM Agreement(s).

(e) Each Operator with respect to the Facilities of a Series shall also cause to be prepared and delivered to each Founding Member of such Series such other reports, forecasts, studies, budgets and other information as such Founding Member may reasonably request from time to time.

(f) For purposes of clarification and not limitation, any audit or examination by a Member pursuant to Section 3.6 of the Existing COM Agreement (or any substantially similar provision of any other COM Agreement) may, at the option of such Member, include audit or examination of the books, records and other support for the costs incurred pursuant to subsections (b) and (e) of this Section 9.02.

(g) For the avoidance of doubt, a Member is entitled to receive, pursuant to this Section 9.02, only those reports, statements or other financial information relating to Series held by such Member, and such Member shall not receive any reports, statements or other financial information relating to any other Series.

9.03 Bank Accounts. Funds of each Series shall be deposited in such banks or other depositories as shall be designated from time to time by the Management Committee of such Series and shall not be commingled with an Operator's funds. All withdrawals from any such depository shall be made only as authorized by the Management Committee of such Series and shall be made only by check, wire transfer, debit memorandum or other written instruction. The Series A Management Committee may authorize an Operator to designate and maintain accounts in any such banks or other depositories in accordance with Exhibit A to the Existing COM Agreement or substantially similar provisions of any other COM Agreement, as applicable.

ARTICLE 10 WITHDRAWAL

10.01 Right of Withdrawal. With respect to each Series, (a) prior to the first In-Service Date with respect to the Facilities of such Series, no Member holding Membership Interests of such Series shall have the right to withdraw from such Series and (b) following such In-Service

Date, each such Member shall have the right to withdraw from such Series on the date that is [***] Days following delivery of written notice to the Management Committee governing matters relating to such Series.

10.02 Deemed Withdrawal. A Member is deemed to have Withdrawn from the Company and all Series (except as provided in Section 10.02(e) below) upon the occurrence of any of the following events:

(a) there occurs an event that makes it unlawful for the Member to continue to be a Member;

(b) the Member becomes Bankrupt;

(c) the Member dissolves and commences liquidation or winding-up;

(d) the Member commits a Default; provided, that such Member shall not be considered a Withdrawn Member if such Member cures such Default within 60 Business Days of the applicable Default; or

(e) the Member is deemed to have withdrawn pursuant to a “Deemed Withdrawal Event” specified on a Series Schedule; provided, however, that, in such event, the Member is deemed to have Withdrawn solely with respect to such Series.

10.03 Effect of Withdrawal. A Member that is deemed to have Withdrawn pursuant to Section 10.01 or Section 10.02 (a “*Withdrawn Member*”), must comply with the following requirements in connection with its Withdrawal; provided, however, that in the event the Withdrawal is pursuant to Section 10.02(e), the provisions below shall apply solely with respect to the applicable Series:

(a) The Withdrawn Member ceases to be a Member of the Company and all Series immediately upon the occurrence of the applicable Withdrawal event. Following the Withdrawn Member’s Withdrawal from the last Series to which it was a Member, such Member shall be deemed to be Withdrawn from the Company as a whole.

(b) The Withdrawn Member shall not be entitled to receive any distributions from the Series except as set forth in Section 10.03(e), and neither it nor its Representative shall be entitled to exercise any voting or consent rights, or to appoint any Representative or Alternate Representative to any Management Committee (and any Representative(s) (and any Alternate Representative(s)) appointed by such Member shall be deemed to have resigned) or to receive any further information (or access to information) from the Series. The Sharing Ratio(s) of such Member with respect to any Series shall not be taken into account in calculating the Sharing Ratios of the Members for any purposes. This Section 10.03(b) shall also apply to a Breaching Member; but if a Breaching Member cures its breach during the applicable cure period, then any distributions that were withheld from such Member shall be paid to it, without interest.

(c) The Withdrawn Member must pay to each Series all amounts owed to it by such Withdrawn Member.

(d) The Withdrawn Member shall remain obligated for all liabilities it may have under this Agreement or otherwise with respect to the Series that accrue prior to the Withdrawal.

(e) In the event of a Withdrawal with respect to any Series under Section 10.01 or a deemed Withdrawal under Section 10.02(a) or (b), the Withdrawn Member shall be entitled to receive a portion of each distribution that is made by the Series to Members holding such Series from and after the In-Service Date for the applicable Facilities equal to the product of the Withdrawn Member's Sharing Ratio in respect of such Series as of the date of its Withdrawal *multiplied by* the aggregate amount of such distribution; provided that the Withdrawn Member's rights under this Section 10.03(e) shall automatically terminate at such time as the Withdrawn Member has received an aggregate amount under this Section 10.03(e) equal to the sum of (i) lesser of (A) the Withdrawn Member's Outstanding Capital Contribution with respect to such Series, and (B) the Fair Market Value of the Withdrawn Member's Membership Interest of the applicable Series, each determined as of the date of the Withdrawal, *plus* (ii) any Indebtedness of the Series owed to such Member with respect to the applicable Facilities (determined in accordance with Section 3.03(b)(iv)(D)) at the time of Withdrawal. From the date of the Withdrawal to the date of such payment, the Withdrawn Member shall be treated as a non-Member equity holder with no rights other than the right to receive the amount owing to the Withdrawn Member pursuant to the preceding sentence. The rights of a Withdrawn Member under this Section 10.03(e) shall (A) be subordinate to the rights of any other creditor of the Series, (B) not include any right on the part of the Withdrawn Member to receive any interest or other amounts with respect thereto (except as may otherwise be provided in the evidence of any Indebtedness of the Series owed to such Withdrawn Member with respect to the applicable Facilities (determined in accordance with Section 3.03(b)(iv)(D)); (C) not require the Company to make any distribution (the Withdrawn Member's rights under this Section 10.03(e) being limited to receiving a portion of such distributions as any applicable Management Committee may, in the Sole Discretion of the applicable Representatives, decide to cause the Series to make); and (D) not require any Member to make a Capital Contribution or a loan to permit the Company to make a distribution or otherwise to pay the Withdrawn Member.

(f) Except as set forth in Section 10.03(e), a Withdrawn Member shall not be entitled to receive any return of its Capital Contributions or other payment from the Series in respect of its Membership Interest. Any Performance Assurances or Credit Assurances provided by the Withdrawn Member and outstanding as of the date of Withdrawal shall continue as to the liabilities accrued prior to the date of Withdrawal for which such Performance Assurances were provided under Section 4.01(b) or such Credit Assurances were provided under Section 4.07; provided that, in the event a Member is Withdrawn pursuant to Section 10.02(d), such Member shall pay over and forfeit any remaining Performance Assurances as liquidated damages and not as a penalty.

(g) The Sharing Ratio(s) of the Withdrawn Member shall be allocated among the remaining Members holding Membership Interests with respect to the Series to which the Withdrawal relates in the proportion that each such Member's Sharing Ratio(s) in respect of such Series bears to the total Sharing Ratio in respect of such Series of all remaining Members holding Membership Interests of such Series, or in such other proportion as the remaining Members may unanimously agree.

ARTICLE 11 DISPUTE RESOLUTION

11.01 Disputes. This Article 11 shall apply to any dispute arising under or related to this Agreement (whether arising in contract, tort or otherwise, and whether arising at law or in equity), including (a) any dispute regarding the construction, interpretation, performance, validity or enforceability of any provision of this Agreement or whether any Person is in compliance with, or breach of, any provisions of this Agreement; (b) any deadlock among Representatives on any matter requiring approval of a Management Committee (including any dispute over whether Representatives of any Founding Member (or its Affiliates) are reasonably withholding their consent in connection with a determination by a Management Committee, but only with respect to those matters specifically identified in Section 6.03(b), Section 6.05(e) and the applicable provisions of the Series Schedules) other than the matters relating to the authorization of additional Series or the creation or issuance of additional Membership Interests, or the merger, consolidation or conversion of the Company (a “**Deadlock**”); and (c) the applicability of this Article 11 to a particular dispute. Notwithstanding the foregoing, this Section 11.01 shall not apply to any matters that, pursuant to the provisions of this Agreement, are to be resolved by a vote of a Management Committee; provided that, if a vote, approval, consent, determination or other decision must, under the terms of this Agreement, be made (or withheld) in accordance with a standard other than Sole Discretion (such as a reasonableness standard), then the issue of whether such standard has been satisfied may be a dispute to which this Article 11 applies (including Section 11.03); and provided, further, that any Deadlock shall be resolved solely as provided in Sections 11.02 and 11.05 hereof. Any dispute to which this Article 11 applies is referred to herein as a “**Dispute**.” With respect to a particular Dispute, each Member that is a party to such Dispute is referred to herein as a “**Disputing Member**.” The provisions of this Article 11 shall be the exclusive method of resolving Disputes.

11.02 Negotiation to Resolve Disputes. If a Dispute arises, the Disputing Members shall attempt to resolve such Dispute through the following procedure:

(a) first, the designated Representative of each of the Disputing Members shall promptly meet (whether by phone or in person) in a good faith attempt to resolve the Dispute; and

(b) second, if the Dispute is still unresolved after 10 Business Days following the commencement of the negotiations described in Section 11.02(a), then the Parent Decision Makers shall meet in person within five Business Days after the expiration of the aforementioned period of 10 Business Days, and such Parent Decision Makers shall attempt in good faith to resolve the Dispute as promptly as practicable.

11.03 Courts. If a Dispute (other than a Deadlock) is still unresolved following 10 Business Days after a written request or demand for negotiations described in Section 11.02(b), then any of such Disputing Members may submit such Dispute only to the Court of Chancery of the State of Delaware or, in the event that such court does not have jurisdiction over the subject matter of such Dispute, to another court of the State of Delaware or a U.S. federal court located in the State of Delaware (collectively, “**Delaware Courts**”), and each of the Members irrevocably submits to the exclusive jurisdiction of the Delaware Courts and hereby consents to service of process in any such Dispute by the delivery of such process to such party at the address and in the manner provided in Section 13.02. Each of the Members hereby irrevocably and unconditionally

waives any objection to the laying of venue in any Dispute in the Delaware Courts and hereby further irrevocably and unconditionally waives and agrees not to plead or clam in any such court that any action, suit or proceeding brought in any such court has been brought in an inconvenient forum. EACH MEMBER IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT.

11.04 Specific Performance. The Members understand and agree that (a) irreparable damage would occur in the event that any provision of this Agreement were not performed in accordance with its specific terms, (b) although monetary damages may be available for the breach of such covenants and agreements such monetary damages are not intended to and do not adequately compensate for the harm that would result from a breach of this Agreement, would be an inadequate remedy therefor and shall not be construed to diminish or otherwise impair in any respect any Member's or the Company's right to specific performance and (c) the right of specific performance is an integral part of the transactions contemplated by this Agreement and without that right none of the Members would have entered into this Agreement. It is accordingly agreed that, in addition to any other remedy that may be available to it, including monetary damages, each of the Members and the Company shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement. Each of the Members further agrees that no Member nor the Company shall be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Section 11.04 and each Member waives any objection to the imposition of such relief or any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument.

11.05 Arbitration.

(a) If a Deadlock is still unresolved pursuant to the procedures set forth in Section 11.02, then the Deadlock shall be settled by arbitration conducted in the English language in New York, New York, administered by and in accordance with the terms of this Agreement and the Commercial Arbitration Rules ("**Rules**") of the American Arbitration Association ("**AAA**") (the "**Arbitration**").

(b) Any Disputing Member (the "**Arbitration Invoking Party**") may, by notice (the "**Arbitration Notice**") to any other Disputing Member (the "**Arbitration Noticed Party**"), submit the Dispute to Arbitration in accordance with the provisions of this Section 11.05(b). Any Disputing Member may initiate Arbitration by filing with the AAA a notice of intent to arbitrate within the mediation period.

(c) Any such Arbitration proceeding shall be before a tribunal of three arbitrators, one designated by the Arbitration Invoking Party, one designated by the Arbitration Noticed Party, and one designated by the two arbitrators so designated. The Arbitration Invoking Party and the Arbitration Noticed Party shall each name their arbitrator by notice (the "**Selection Notice**") given within five Business Days after the date of the Arbitration Notice, and the two arbitrators so appointed shall agree upon the third member of the tribunal within five Business Days after the date of the Selection Notice. Any member of the tribunal not appointed within the period required, whether by one of the Disputing Members or by the two arbitrators chosen by the Disputing Members, shall be appointed by the AAA. The arbitrators shall have no affiliation with,

financial or other interest in, or prior employment with either Disputing Member or their Affiliates and shall be experienced and well-regarded oil and gas attorneys knowledgeable in the field of the dispute.

(d) In any Arbitration in which the Deadlock involves a dispute over whether the Representatives of any Series A Founding Members are reasonably withholding their consent in connection with a determination by the Series A Management Committee with respect to Section 6.03(b), Section 6.05(e) and any provision in a Series Schedule that requires Members to act reasonably, the arbitrators shall first determine whether the Representatives of such Series A Founding Member are reasonably withholding their consent in the matter(s) in question and, if such Representatives are determined to have acted reasonably, the arbitrators shall then immediately proceed to resolve the Deadlock among the Representatives on the matter(s) requiring approval of the Series A Management Committee.

(e) Each of the Arbitration Invoking Party and the Arbitration Noticed Party shall have 20 Business Days, commencing on the date the Arbitration Notice is given, to prepare and submit a proposal for the resolution of the dispute to the tribunal, including a description of how such Disputing Member arrived at its proposal and the arguments therefor, as it deems appropriate. Each of the Arbitration Invoking Party and the Arbitration Noticed Party shall deliver a copy of its proposal, including any such supplemental information, to the other Disputing Member at the same time it delivers the proposal to the tribunal.

(f) Each of the Arbitration Invoking Party and the Arbitration Noticed Party shall have five Business Days after the receipt of the other Disputing Member's proposal to revise its respective proposal and submit a final proposal to the tribunal, including supporting arguments for its own and against the other Disputing Member's proposal.

(g) Each of the Arbitration Invoking Party and the Arbitration Noticed Party shall present oral arguments supporting its final proposal to the tribunal at a proceeding held five Business Days after the deadline for submission of final proposals to the tribunal. Each of the Arbitration Invoking Party and the Arbitration Noticed Party shall have three hours to make its oral presentation to the tribunal.

(h) The tribunal shall, within 10 Business Days after presentation of the oral arguments, render a decision that selects the Arbitration Invoking Party's final proposal (with no modifications thereto) or the Arbitration Noticed Party's final proposal (with no modifications thereto), and no other proposal. The award rendered pursuant to the foregoing shall be final and binding on the Disputing Members, shall not be subject to appeal, and judgment thereon may be entered or enforcement thereof sought by either Disputing Member in any court of competent jurisdiction.

(i) Each Disputing Member shall bear the costs of its appointed arbitrator and its own attorneys' fees, and the costs of the third arbitrator incurred in accordance with the foregoing shall be shared equally by the Disputing Members. Additional incidental costs of the Arbitration shall be paid for by the non-prevailing Disputing Member in the Arbitration.

(j) Notwithstanding the foregoing, each Disputing Member may at any time in a Dispute apply to the Court of Chancery for a decree of dissolution of the Company pursuant to Section 18-802 of the Act.

ARTICLE 12 DISSOLUTION, WINDING-UP AND TERMINATION

12.01 Dissolution.

(a) The Company shall dissolve and its affairs shall be wound up (i) on the date all Series of the Company are terminated and wound up or (ii) upon entry of a decree of judicial dissolution under Section 18-802 of the Act.

(b) A Series shall terminate and its affairs shall be wound upon the first to occur of the following events (each a “*Dissolution Event*”):

(i) decision to terminate the Series by a Supermajority Interest of the Representatives in respect of such Series, with the approval of a Supermajority Interest of the Series A Management Committee;

(ii) entry of a decree of judicial dissolution of the Series under Section 18-215(m) of the Act;

(iii) the Disposition or abandonment of all or substantially all of the Series’ business and assets; and

(iv) an event that makes it unlawful for the business of the Series to be carried on.

(c) The termination and winding up of a Series shall not, in and of itself, cause a dissolution of the Company or the termination of any other Series; provided, however, that the Company shall dissolve and its affairs shall be wound up on the date all Series of the Company are terminated and wound up. The termination of a single Series shall not affect the limitation on liabilities of such Series or any other Series provided by this Agreement and the Act.

12.02 Winding-Up and Termination.

(a) On the occurrence of a Dissolution Event, the Series A Management Committee and the Management Committee of the Series with respect to which a Dissolution Event has occurred, acting together, shall designate a Member or other Person to serve as liquidator. The liquidator shall proceed diligently to wind up the affairs of the Series and make final distributions as provided herein and in the Act. The costs of winding-up shall be borne as a Series expense. Until final distribution, the liquidator shall continue to operate the Series properties with all of the power and authority of the Members. The steps to be accomplished by the liquidator are as follows:

(i) as promptly as possible after termination and again after final winding-up, the liquidator shall cause a proper accounting to be made by a recognized firm of

certified public accountants of the Series' assets, liabilities, and operations through the last Day of the month in which the termination occurs or the final winding-up is completed, as applicable;

(ii) the liquidator shall discharge from Series funds all of the Indebtedness of the Series and other debts, liabilities and obligations of the Series (including all expenses incurred in winding-up and any loans described in Section 4.02) or otherwise make adequate provision for payment and discharge thereof (including the establishment of a cash escrow fund for contingent liabilities in such amount and for such term as the liquidator may reasonably determine); and

(iii) all remaining assets of the Series shall be distributed to the Members as follows:

(A) the liquidator may sell any or all Series property, including to Members, and any resulting gain or loss from each sale shall be computed and allocated to the Capital Accounts of the Members with respect to the Series in accordance with the provisions of Article 5;

(B) with respect to all Series property that has not been sold, the fair market value of that property shall be determined and the Capital Accounts of the Members with respect to the Series shall be adjusted to reflect the manner in which the unrealized income, gain, loss, and deduction inherent in property that has not been reflected in the Capital Accounts with respect to the Series previously would be allocated among the Members if there were a taxable disposition of that property for the fair market value of that property on the date of distribution; and

(C) Series property (including cash) shall be distributed among the Members with respect to the Series in accordance with Section 5.01; and those distributions shall be made by the end of the taxable year of the Series during which the liquidation of the Series occurs (or, if later, [***] Days after the date of the liquidation).

(b) The distribution of cash or property to a Member with respect to a Series in accordance with the provisions of this Section 12.02 constitutes a complete return to the Member of its Capital Contributions with respect to the Series and a complete distribution to the Member of its Membership Interest with respect to the Series and all the Series' property and constitutes a compromise to which all Members have consented pursuant to Section 18-502(b) of the Act. To the extent that a Member returns funds to the Company or any Series, it has no claim against any other Member for those funds. Upon termination of a Series, each Member associated with such Series shall look solely to the assets of such Series for the return of its Capital Contributions made with respect to such Series, and if the assets of such Series remaining after payment of or due provision for the debts and liabilities of the Company with respect to such Series are insufficient to return such Capital Contributions, such Members shall have no recourse against any other Series, the Company or any other Member, except as otherwise provided by law.

(c) No dissolution or termination of the Company shall relieve a Member from any obligation to the extent such obligation has accrued as of the date of such dissolution or termination. Upon such termination, any books and records of the Company that there is a reasonable basis for believing will ever be needed again shall be furnished to the applicable Operator, who shall keep such books and records (subject to review by any Person that was a Member at the time of dissolution) for a period at least three years. At such time as such Operator no longer agrees to keep such books and records, it shall offer the Persons who were Members at the time of dissolution the opportunity to take over such custody, shall deliver such books and records to such Persons if they elect to take over such custody, and may destroy such books and records if they do not so elect. Any such custody by such Persons shall be on such terms as they may agree upon among themselves.

12.03 Deficit Capital Accounts. No Member will be required to pay to the Company, to any other Member or to any third party any deficit balance that may exist from time to time in any Member's Capital Account with respect to any Series.

12.04 Certificate of Cancellation. On completion of the distribution of the Company's assets as provided herein, the Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to the Act, and take such other actions as may be necessary to terminate the existence of the Company. Upon the filing of such certificate of cancellation, the existence of the Company shall terminate (and the Term shall end), except as may be otherwise provided by the Act or other applicable Law.

ARTICLE 13 GENERAL PROVISIONS

13.01 Offset; Costs and Expenses. Whenever a Series is to pay any sum to any Member, any amounts that Member owes the Series may be deducted from that sum before payment.

13.02 Notices. Except as expressly set forth to the contrary in this Agreement, all notices, requests or consents provided for or permitted to be given under this Agreement must be in writing and must be delivered to the recipient in person, by courier or mail, or by facsimile or other electronic transmission, including electronic mail. A notice, request or consent given under this Agreement is effective on receipt by the Member to receive it; provided that a facsimile or other electronic transmission that is transmitted after the normal business hours of the recipient shall be deemed effective on the next Business Day. All notices, requests and consents to be sent to a Member must be sent to or made at the addresses given for that Member on Schedule I or in the instrument described in Section 3.03(b)(iv)(A)(2) or Section 3.04, or such other address as that Member may specify by notice to the other Members. Any notice, request or consent to the Company must be given to all of the Members. Whenever any notice is required to be given by Law, the Delaware Certificate or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

13.03 Entire Agreement; Superseding Effect. This Agreement (including the Series Schedules), the Side Letters and the COM Agreement(s) constitute the entire agreement of the

Members and their Affiliates relating to the Company and the transactions contemplated hereby and supersede all provisions and concepts contained in all prior agreements.

13.04 Effect of Waiver or Consent. Except as otherwise provided in this Agreement, a waiver or consent, express or implied, to or of any breach or default by any Member in the performance by that Member of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Member of the same or any other obligations of that Member with respect to the Company. Except as otherwise provided in this Agreement, failure on the part of a Member to complain of any act of any Member or to declare any Member in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Member of its rights with respect to that default until the applicable statute-of-limitations period has run.

13.05 Amendment or Restatement. This Agreement and the Delaware Certificate may be amended or restated only by a written instrument executed (or, in the case of the Delaware Certificate, approved) by a Supermajority Interest of the Representatives of the Series A Founding Members; provided, however, that any amendment or restatement that is materially adverse to any Series in a manner that is disproportionate to such Series (as compared to any other Series) shall require the written consent or approval of each Founding Member of such Series.

13.06 Binding Effect. Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and shall inure to the benefit of the Members and their respective successors and permitted assigns.

13.07 Governing Law; Severability. THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any mandatory, non-waivable provision of the Act, such provision of the Act shall control. If any provision of the Act provides that it may be varied or superseded in a limited liability company agreement (or otherwise by agreement of the members or managers of a limited liability company), such provision shall be deemed superseded and waived in its entirety if this Agreement contains a provision addressing the same issue or subject matter. If any provision of this Agreement or the application thereof to any Member or circumstance is held invalid or unenforceable to any extent, (a) the remainder of this Agreement and the application of that provision to other Members or circumstances is not affected thereby, and (b) the Members shall negotiate in good faith to replace that provision with a new provision that is valid and enforceable and that puts the Members in substantially the same economic, business and legal position as they would have been in if the original provision had been valid and enforceable.

13.08 Further Assurances. In connection with this Agreement and the transactions contemplated hereby, each Member shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Agreement and those transactions; provided, however, that this

Section 13.08 shall not obligate a Member to furnish guarantees or other credit supports by such Member's Parent or other Affiliates.

13.09 Waiver of Certain Rights. Each Member irrevocably waives any right it may have to maintain any action for dissolution of the Company or for partition of the property of the Company.

13.10 Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument. A signature page to this Agreement or any other document prepared in connection with the transactions contemplated hereby that contains a copy of a party's signature and that is sent by such party or its agent with the apparent intention (as reasonably evidenced by the actions of such party or its agent) that it constitute such party's execution and delivery of this Agreement or such other document, including a document sent by facsimile transmission or by email in portable document format (PDF), shall have the same effect as if such party had executed and delivered an original of this Agreement or such other document. Minor variations in the form of the signature page, including footers from earlier versions of this Agreement or any such other document, shall be disregarded in determining the party's intent or the effectiveness of such signature.

13.11 Fair Market Value Determination.

- (a) [***]
- (b) [***]
- (c) [***]

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Members have executed this Agreement as of the date first set forth above.

COMPANY:

MOUNTAIN VALLEY PIPELINE, LLC

By: MVP HOLDCO, LLC, its Member

By: /s/ David W. Gray

Name: David W. Gray

Title: Senior Vice President

By: US MARCELLUS GAS
INFRASTRUCTURE, LLC, its Member

By: /s/ Matthew J. Schafer

Name: Matthew J. Schafer

Title: Vice President

MEMBERS:

MVP HOLDCO, LLC

By: /s/ David W. Gray

Name: David W. Gray

Title: Senior Vice President

**US MARCELLUS GAS
INFRASTRUCTURE, LLC**

By: /s/ Matthew J. Schafer

Name: Matthew J. Schafer

Title: Vice President

VEGA NPI IV, LLC

By: _____

Name: _____

Title: _____

WGL MIDSTREAM, INC.

By: /s/ Anthony M. Nee _____

Name: Anthony M. Nee

Title: President

RGC MIDSTREAM, LLC

By: /s/ John S. D'Orazio _____

Name: John S. D'Orazio

Title: President and CEO

**CON EDISON GAS PIPELINE AND
STORAGE, LLC**

By: Con Edison Transmission, Inc.,
its sole member

By: /s/ Joseph P. Oates _____

Name: Joseph P. Oates

Title: President and CEO

SCHEDULE I-A

SERIES A MEMBERSHIP INTERESTS

Dated as of October 11, 2018

Name, Address, Fax and E-mail	Sharing Ratio in respect of Series A Membership Interests	Parent	Representative and Alternate Representatives
<p>MVP HOLDCO, LLC</p> <p>EQT Plaza 625 Liberty Avenue Pittsburgh, Pennsylvania 15222 Fax: (412) 553-7781 Attention: Diana Charletta ([***) Sean McGinty ([***)</p> <p>with a copy to:</p> <p>Baker Botts L.L.P. 30 Rockefeller Plaza New York, New York 10112 Fax: (212) 408-2504 Attn: Michael L. Bengtson ([***)</p>	45.5%	[***]	[***] – Representative [***] – Alternate Representative
<p>US MARCELLUS GAS INFRASTRUCTURE, LLC</p> <p>601 Travis Street Suite 1900 Houston, Texas 77002 Fax: (713) 751-0375 Attention: Matthew Schafer ([***)</p>	31%	[***]	[***] – Representative [***] – Alternate Representative
<p>WGL MIDSTREAM, INC.</p> <p>c/o AltaGas, LTD 1000 Maine Ave. SW Washington, DC 20024 Fax: (202) 624-6655 Attn: Anthony M. Nee ([***)</p>	10%	[***]	N/A

<p>VEGA NPI IV, LLC</p> <p>c/o Vega Energy Partners, Ltd. 3701 Kirby Dr., Suite 1290 Houston, Texas 77098 Fax: (713) 527-0850 Attn: David A. Modesett ([***)</p> <p>with a copy to:</p> <p>Norton Rose Fulbright 1301 McKinney St., Suite 5100 Houston, TX 77010 Fax: (713) 651-5246 Attn: Ned Crady (ned.crad@nortonrosefulbright.com)</p>	<p>0%</p>	<p>[***)</p>	<p>N/A</p>
<p>RGC MIDSTREAM, LLC</p> <p>519 Kimball Ave NE Roanoke, Virginia 24016 Fax: (540) 777-2636 Attn: Paul Nester ([***)</p>	<p>1%</p>	<p>[***)</p>	<p>N/A</p>
<p>CON EDISON GAS PIPELINE AND STORAGE, LLC</p> <p>4 Irving Place New York, New York 10003 Fax: (917) 534-4476 Attn: Joseph Oates ([***)</p>	<p>12.5%</p>	<p>[***)</p>	<p>N/A</p>

The Series A Members acknowledge and agree as follows:

ARTICLE 1
GENERAL PROVISIONS APPLICABLE TO SERIES A MEMBERS

1.01 Facilities. The Facilities to which the Series A Membership Interests relate are the Mainline Facilities.

1.02 Distributions and Allocations. Notwithstanding anything to the contrary in the Agreement,

(a) amounts otherwise distributable to WGL pursuant to Section 5.01 of the Agreement shall be further apportioned between WGL and Vega Carryco and distributed as follows:

(i) prior to the occurrence of a Dissolution Event, [***]% to WGL and [***]% to Vega Carryco; and

(ii) upon and following the occurrence of a Dissolution Event:

(A) *first*, [***]% to WGL until [***], and

(B) *thereafter*, [***]% to WGL and [***]% to Vega Carryco;
and

(b) WGL's Sharing Ratio share of "excess nonrecourse liabilities" under Section 5.03(d) of the Agreement shall be further allocated [***]% to Vega Carryco and [***]% to WGL.

(c) As used herein, [***].

1.03 Performance Assurances. Each Series A Member shall deliver, or cause to be delivered on such Series A Member's behalf, to the Series (except to the extent delivered prior to the date hereof):

(a) within [***] Business Days of the date hereof (or, with respect to a New Member admitted after the date hereof and prior to the In-Service Date with respect to the Mainline Facilities, within [***] Business Days of such admission), for the period up to the issuance of the FERC's initial release to the Company to commence construction pursuant to the FERC Certificate for the Mainline Facilities (the "***Initial Release***"), Performance Assurances equal to such Member's share of \$[***] (calculated based on such Member's Sharing Ratio in respect of Series A Membership Interests); and

(b) within 10 Business Days of the date of the Initial Release (or, with respect to a New Member admitted after the Initial Release, within 10 Business Days of such admission), for the period following the Initial Release and up to the In-Service Date with respect to the Mainline Facilities, Performance Assurances equal to [***]% of an amount equal to such Member's Sharing Ratio in respect of Series A Membership Interests multiplied by the remaining

obligations under the applicable Construction Budget and less any security posted by such Member, or Member's Affiliate, under any Approved Precedent Agreement.

Notwithstanding anything to the contrary in this Section 1.03, at no time prior to the In-Service Date for the Mainline Facilities will a Series A Member's Performance Assurance obligation be less than such Series A Member's share of \$[***] (calculated based on such Series A Member's Sharing Ratio in respect of Series A Membership Interests). The Performance Assurances posted by a Member pursuant to this Schedule I-A shall be reduced (A) at the end of each Quarter, to reflect [***]% of such Member's actual Capital Contributions made to the Company during such Quarter in respect of the Series A Membership Interests, (B) to reflect any Performance Assurances posted by any New Members holding Series A Membership Interests, and (C) in connection with a Disposition of all or a portion of such Member's Series A Membership Interest, to reflect the replacement Performance Assurances to be posted by the Assignee of such Series A Membership Interest pursuant to this Schedule I-A.

1.04 Amendment of Schedule I-A. Notwithstanding anything to the contrary in the Agreement, this Schedule I-A may only be amended by a Supermajority Interest of the Representatives of the Series A Founding Members; provided, however, any amendment or restatement of the Agreement (including this Schedule I-A, but excluding any other Series Schedule) or the Delaware Certificate that is materially adverse to any Series A Member in a manner that is disproportionate to such Series A Member's interest (as compared to the interest of other Series A Members) shall (a) if the affected Member is a Founding Member, require the written consent or approval of such Founding Member; or (b) if the affected Member is not a Founding Member, require the written consent or approval of a majority of all Series A Members similarly adversely affected.

1.05 Interpretation. Unless the context otherwise requires, as used in this Schedule I-A, (a) references to Articles and Section refer to the Articles and Sections of this Schedule I-A and (b) capitalized terms not otherwise defined in this Schedule I-A have the meanings given to such terms in the Agreement.

ARTICLE 2 GOVERNANCE PROVISIONS APPLICABLE TO SERIES A MEMBERS

2.01 General. Except as otherwise provided on Schedule I with respect to matters relating to an Additional Series, the management of the Company and Series A is fully vested in the Series A Founding Members as set forth in Section 2.02 and in the Agreement; provided, however, that in the event there are no longer any Series A Founding Members, the Series A Management Committee shall be comprised of one Representative for each Series A Member, which Representative shall have a vote equal to the designating Series A Member's Sharing Ratio with respect to Series A Membership Interests (each Member entitled to participate in the Series A Management Committee at a given time, a "***Series A Management Committee Member***"). To facilitate the orderly and efficient management of the Company, the Series A Founding Members (or, in the event there are no longer any Founding Members, the Series A Members' Representatives) shall act (a) collectively as a "committee of the whole" pursuant to Section 2.02, and (b) through the delegation of certain duties and authority to an Operator under a COM Agreement.

2.02 Management Committee. The Series A Management Committee Members shall act collectively through meetings as a “committee of the whole,” which is hereby named the “*Series A Management Committee*.” Decisions or actions taken by the Series A Management Committee in accordance with the provisions of this Schedule I-A and the Agreement shall constitute decisions or actions by the Company and each Series and shall be binding on each Member, Representative, and employee of the Company and each Series. The Series A Management Committee shall conduct its affairs in accordance with the following provisions and the other provisions of this Agreement:

(a) **Representatives.** To facilitate the orderly and efficient conduct of Series A Management Committee meetings, each Series A Management Committee Member (together with its Affiliates, if applicable, for Series A Founding Members, if any) shall notify the other Series A Management Committee Member(s), from time to time, of the identity of (A) its Representative, and (B) at least one, but not more than two, Alternate Representatives. [***] The initial Representative and Alternate Representatives of each Series A Management Committee Member are set forth above in this Schedule I-A. A Series A Management Committee Member may designate a different Representative or Alternate Representatives for any meeting of the Series A Management Committee by notifying the other Series A Management Committee Member(s) at least [***] Business Days prior to the scheduled date for such meeting; provided that, if giving such advance notice is not feasible, then such new Representative or Alternate Representatives shall present written evidence of his or her authority at the commencement of such meeting.

(b) **Time and Place of Meetings.** The Series A Management Committee shall meet quarterly, subject to more or less frequent meetings upon approval of the Series A Management Committee. Notice of, and an agenda for, all Series A Management Committee meetings shall be provided by the Representatives to all Series A Members at least five Days prior to the date of each meeting, together with proposed minutes of the previous Series A Management Committee meeting (if such minutes have not been previously ratified). Among other items, the agenda will provide for a discussion of (i) the results of operations, including explanations of significant variances in revenues, expenses and cash flow activities and (ii) amounts due for contractual obligations that will impact Available Cash. Special meetings of the Series A Management Committee may be called at such times, and in such manner, as any Series A Management Committee Member reasonably deems necessary. Any Series A Management Committee Member calling for any such special meeting shall notify the Representatives, who in turn shall notify all Series A Management Committee Members of the date and agenda for such meeting at least five Days prior to the date of such meeting. Such five-Day period may be shortened by the Series A Management Committee, acting through a Supermajority Interest. All meetings of the Series A Management Committee shall be held at a location agreed upon by the Representatives. Attendance of a Representative of a Series A Management Committee Member at a meeting of the Series A Management Committee shall constitute a waiver of notice of such meeting, except where such Representative attends the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

(c) **Quorum.** The presence of Representative(s) of Series A Management Committee Members representing a Supermajority Interest shall constitute a quorum for the transaction of business at any meeting of the Series A Management Committee.

(d) ***Voting.***

(i) Voting by Sharing Ratios. Subject to Section 2.02(f) and Section 6.05(e) of the Agreement, each Representative shall be entitled to vote on all matters submitted to a vote of the Series A Management Committee in accordance with the respective Sharing Ratio in respect of Series A Membership Interests of the Series A Management Committee Member that designated such Representative.

(ii) DISCLAIMER OF DUTIES. WITH RESPECT TO ANY VOTE, CONSENT OR APPROVAL AT ANY MEETING OF THE SERIES A MANAGEMENT COMMITTEE OR OTHERWISE UNDER THIS AGREEMENT, EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED IN SECTION 2.02(f) AND SECTION 6.05(e) OF THE AGREEMENT, EACH REPRESENTATIVE MAY GRANT OR WITHHOLD SUCH VOTE, CONSENT OR APPROVAL IN ITS SOLE DISCRETION. THE PROVISIONS OF THIS SECTION 2.02(d)(ii) SHALL APPLY NOTWITHSTANDING THE NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, STRICT LIABILITY OR OTHER FAULT OR RESPONSIBILITY OF A SERIES A MEMBER OR ITS REPRESENTATIVE.

(iii) Exclusion of Certain Members and Their Sharing Ratios. With respect to any vote, consent or approval, any Breaching Member or Withdrawn Member (and any Representative of such Breaching Member or Withdrawn Member) shall be excluded from such decision (as contemplated by Section 10.03(b)), and the Sharing Ratio in respect of Series A Membership Interests of such Breaching Member or Withdrawn Member shall be disregarded in calculating the voting thresholds in Section 2.02(d)(i). In addition, if any other provision of this Agreement (for the avoidance of doubt, including this Schedule I-A) provides that a Supermajority Interest is to be calculated without reference to the Sharing Ratio in respect of Series A Membership Interests of a particular Series A Management Committee Member, then the applicable voting threshold shall be deemed adjusted accordingly.

(e) ***Matters Requiring Approval of the Series A Management Committee.*** Notwithstanding any other provision of this Agreement, subject to Section 6.05(e) of the Agreement, none of the following actions may be taken by, or on behalf of, the Company without first obtaining the approval of a Supermajority Interest of the Representatives of the Series A Management Committee, solely to the extent such actions relate to the Series A Membership Interests or the Mainline Facilities or any other assets of Series A:

(i) entering into, amending in any material respect, or terminating any Material Contract, or taking any action that results in a material default under any such Material Contract;

(ii) approving any material loans made by the Series or the provision of any material financial guarantees by the Series, except to the extent such material loans or material financial guarantees have been specifically included in and approved as part of a Construction Budget, an Initial Operating Budget, or any subsequent annual Capital Budget or Operating Budget that has been approved by the Series A Management Committee;

(iii) placing or permitting any liens or other encumbrances (other than

Permitted Encumbrances) to exist on the assets related to Series A or the Series A Membership Interests;

(iv) [***]

(v) [***]

(vi) [***]

(vii) except as otherwise provided in Section 4.01(a)(ii) of the Agreement, making a Capital Call or otherwise requiring any Series A Member to make any Capital Contribution to Series A, except to the extent such Capital Call or Capital Contribution has been specifically included in and approved as part of a Construction Budget, an Initial Operating Budget, or any subsequent annual Capital Budget or Operating Budget that has been approved by the Series A Management Committee;

(viii) [***]

(ix) [***]

(x) [***]

(xi) [***]

(xii) [***]

(xiii) [***]

(xiv) the formation of any subcommittee of the Series A Management Committee pursuant to Section 6.02(f) of the Agreement;

(xv) the Disposition or abandonment of all or substantially all of the assets of Series A, or of the material assets related to the Series A Membership Interests other than any Disposition(s) in the ordinary course of business;

(xvi) [***]

(xvii) [***]

(xviii) [***]

(xix) [***]

(xx) causing any assets, property and/or rights of a Series to be allocated to the payment of fines, claims, demands, liabilities, losses or damages of whatsoever kind or character, and costs or expenses related thereto, payable to a third party attributable to a different Series;

(xxi) considering at a meeting of the Series A Management Committee a

material matter not on the agenda for that meeting; and

(xxii) the commencement, conduct or settlement of any suit, action or proceeding or arbitration to the extent related to Series A, in each case to the extent involving in excess of \$500,000.

For the avoidance of doubt, to the extent the actions set forth in Section 2.02(e) affect more than one Series or affect Additional Transportation Facilities, such actions may not be taken unilaterally by the Series A Management Committee, notwithstanding the approval of a Supermajority Interest of the Representatives of the Series A Management Committee, without the consent of any other applicable Additional Series Management Committee to the extent required by the Series Schedule applicable to such Series.

(f) **Reasonableness.** In any matter proposed to the Series A Management Committee pursuant to [***].

(g) **Officers.** The Series A Management Committee may designate one or more Persons to be officers of a Series. Any officers so designated shall have such titles and, subject to the other provisions of this Agreement, have such authority and perform such duties as the Series A Management Committee may delegate to them and shall serve at the pleasure of the Series A Management Committee and report to the Series A Management Committee.

2.03 Insurance Coverage. The Series A Management Committee shall determine the type limits, deductibles and other terms applicable to the insurance coverages to be maintained by each Series, and such Series shall engage an insurance broker to provide recommendations and to procure such insurance coverages on behalf of the Series.

2.04 Delivery of Operating Budget. Unless provided otherwise in the Existing COM Agreement, on or prior to [***] of each year, the Existing Operator shall deliver draft annual Operating Budget(s) for the Mainline Facility for the following year to each of the Representatives of the Series A Management Committee Members, which Representatives will have [***] Days to provide comments (the “**Series A Comment Deadline**”) on such draft annual Operating Budgets (such comments, the “**Series A Representative Budget Comments**”). The Existing Operator shall make a good faith effort to respond to, and incorporate into such draft annual Operating Budgets prepared by the Existing Operator, the Series A Representative Budget Comments and shall deliver to each of such Representatives the final annual Operating Budgets prepared by the Existing Operator for the following year on or before [***] (the “**Series A December Deadline**”) of each year; provided, however, that, if the board of directors of the Existing Operator has not convened to approve such annual Operating Budgets by [***] of a given year, then the Series A December Deadline shall be extended to [***] of such year; provided, further, that, if the meeting of the board of directors of the Existing Operator to approve such annual Operating Budgets is scheduled prior to the Series A Comment Deadline, the Existing Operator shall promptly notify such Representatives in writing of the date and time of such meeting (but no less than [***] Business Days in advance of such meeting), and such Representatives shall use reasonable efforts to provide the Series A Representative Budget Comments in advance of such meeting. The Existing Operator and such Representatives shall work together in good faith to cause the Operating Budgets for the Mainline Facilities to be approved by [***] of such year.

2.05 Applicability of Side Letters. Notwithstanding anything to the contrary in the Agreement, the approval of the Series A Management Committee shall be required for any Capital Call issued by an Operator that would otherwise be subject to the terms and provisions of (a) that certain letter agreement by and among EQT, USG, Vega Carryco and the Company dated as of October 24, 2016, as amended or supplemented from time to time, or (b) that certain letter agreement by and among EQT, USG, WGL and the Company, dated as of October 24, 2016, as amended or supplemented from time to time.

ARTICLE 3

[***]

3.01 Definitions. As used in this Article 3, the following terms have the respective meanings set forth below:

[***]

“*CECONY*” means Consolidated Edison Company of New York, Inc., a New York corporation.

“*Con Edison*” means Con Edison Gas Pipeline and Storage, LLC, a New York limited liability company.

[***]

[***]

“*EQT Precedent Agreement*” means that certain Second Restated Precedent Agreement, dated December 20, 2017, between the Company and EQT Energy, LLC, as may be amended or otherwise modified from time to time.

[***]

“*Initial Facilities*” means those facilities described in clause (a) of the definition of Mainline Facilities.

“*IPO*” means the closing of the first firm commitment underwritten public offering and sale of securities of the Company (or any entity or entities created through any reorganization or designated by the Series A Management Committee) pursuant to an effective registration statement (excluding any registration statement on Form S-4 or S-8 or their equivalent) filed by the Company under the Securities Act of 1933, as amended.

“*Loans*” means loans made to the Company with respect to the Series pursuant to Section 4.02(a) of the Agreement in respect of the Mainline Facilities.

“*Mainline Facilities Expansion*” means the expansion of the Mainline Facilities pursuant to clauses (b)-(d) in the definition of “Mainline Facilities”.

“*USG Precedent Agreement*” means that certain Third Restated Precedent

Agreement, dated December 20, 2017, between the Company and USG Properties Marcellus Holdings, LLC, as may be amended or otherwise modified from time to time.

3.02 [***].

(a) Subject to the provisions of this Section 3.02, the Company hereby grants to [***] the right to [***]. For the avoidance of doubt, [***] of the Agreement.

(b) The Company shall give written notice ([***] “[***] *Notice*”) of any [***] within five Business Days of the approval of [***].

(c) If, within ten Business Days following the receipt of [***] Notice [***] shall have the right to [***].

(d) The Company may, in accordance with [***].

(e) [***] Each party to the [***] shall take all such other actions as may be reasonably necessary to [***].

3.03 [***]. Notwithstanding anything to the contrary in [***]

[***]

3.04 Management Committee Observer; [***].

(a) **Observer.** Con Edison shall have the right to designate (i) one Management Committee observer (the “*Observer*”) and (ii) one alternate Management Committee observer (the “*Alternate Observer*”) that shall have the same rights as the Observer in the event that the Observer is unable to fulfill its duties as set forth herein. The term “*Observer*” shall also refer to the Alternate Observer when the Alternate Observer is actually performing the duties of the Observer. The initial Observer and Alternate Observer are [***] and [***], respectively, which may be changed by Con Edison from time to time with three Business Days prior written notice in advance of a meeting to the Company and the Series A Founding Members; provided, that if giving such advance notice is not feasible, then any new Observer shall present written evidence of his or her authority at the commencement of such meeting.

(b) **Rights of Observer.** The Observer shall have the right to attend and participate in meetings of the Series A Management Committee and to receive all information provided to the Series A Management Committee (including minutes of the Series A Management Committee meetings), [***].

(c) [***]. [***] shall have the right to [***], and the [***] agree to cause [***]. Solely to the extent necessary for [***] to exercise its rights under this Section 3.04(c), all provisions of this Agreement applicable to [***] of the Series A Management Committee shall be applicable to [***].

(d) **Notice of Meetings.** [***], the Observer shall be entitled to receive notice of, and an agenda for, all Series A Management Committee meetings at least five Days prior to

the date of each meeting, together with proposed minutes of the previous Series A Management Committee meeting (if such minutes have not been previously ratified), unless, with respect to special meetings of the Series A Management Committee, such five-Day period is shortened by the Series A Management Committee pursuant to Section 2.02(b), in which case the Observer shall be entitled to receive notice by such shortened time, which shall in no event be less than one Business Day before any special meeting. The Observer shall have the right to participate in all Series A Management Committee meetings in accordance with Section 2.02(c) regardless of whether all other participants are present at such meeting in person. For the avoidance of doubt, actions taken at any meeting where the Observer was not given proper notice shall be null and void; provided, that such actions may be reinstated and be of full force and effect if re-authorized by written consent of the Series A Management Committee (such consent to be made available to the Observer in accordance with Section 3.04(e)).

(e) **Action by Written Consent.** [***], in the event the Series A Management Committee takes any action by written consent pursuant to Section 6.02(g) of the Agreement, the Series A Management Committee shall cause to be delivered a copy of such written consent to the Observer when sent to the Representatives for execution.

(f) [***]. The provisions of [***] shall apply to [***].

(g) [***]. The provisions of [***] with respect to the [***] shall apply to [***].

3.05 [***].

(a) [***]. If, [***] EQT and [***] propose to [***] shall be permitted to [***]; provided, however, that [***] would not be subject to [***] (unless [***], in which case such transaction shall be [***]). For the avoidance of doubt, any transactions pursuant to [***] shall not constitute [***].

(b) [***]. Prior to the [***] EQT and/or [***] shall deliver to [***].

(c) [***].

(i) [***] shall exercise its right to [***] by delivering [***] does not approve [***], then [***] shall not [***].

(ii) If [***] does not [***], then [***] shall be deemed to have [***].

(iii) Each Member [***] shall [***].

(d) [***]. This Section 3.05 shall not apply to [***].

3.06 [***].

(a) [***]. If [***] a Member [***] desires to [***], then [***] shall be permitted to [***] on the terms and conditions set forth in this Section 3.06.

(b) [***]. Within [***] Business Days of [***].

- (c) [***].
 - (i) [***] shall [***].
 - (ii) If [***].
 - (iii) Prior to the time the [***]. Promptly following [***]:
 - (A) such [***] shall [***]; and
 - (B) the Company shall [***].

3.07 [***].

(a) Notwithstanding anything to the contrary in this Agreement, the Series A Founding Members and the Company agree that [***].

(b) Notwithstanding anything to the contrary in [***] EQT and [***] agree that [***].

3.08 [***]. [***] shall have the [***], which shall specifically include [***]. If [***] another [***] then [***] shall [***]; provided, however, that nothing herein shall be deemed to [***].

3.09 Confidential Information. Notwithstanding anything to the contrary in this Agreement, the Series A Founding Members and the Company agree that Con Edison may disclose Confidential Information to an Affiliate of Con Edison, including the directors, officers, members, managers, employees, agents and advisors of such Affiliate, if such Affiliate has agreed to abide by the terms of Section 3.06 of the Agreement; provided, however, that in no event shall Con Edison or any of its successors, assigns or Affiliates disclose Confidential Information to any Shipper that is an Affiliate of Con Edison, [***].

3.10 [***]. Notwithstanding anything to the contrary in this Agreement, the Series A Founding Members and the Company hereby agree that [***].

3.11 [***].

(a) If the Company shall [***], the Company shall [***]. The Company shall use [***]; provided, that, in the event that the [***]. The Company shall have the right to [***].

(b) In connection with its obligations under this Section 3.11, the Company shall:

- (i) [***]; and
- (ii) [***] such other actions as are [***].

3.12 [***]. Notwithstanding any provision of the Agreement to the contrary, in the event [***] shall have the right [***]; provided that, any [***] shall [***]. Upon such election [***];

provided that [***] shall not [***] and shall not [***], and no [***] shall be [***] as a consequence of [***].

3.13 [*]; Assignability; Joinder.** None of the Company, a Series, EQT or [***]. EQT and USG shall have the right to assign their obligations under this Article 3 without the prior written consent of any other Member only in connection with transfer of any Series A Membership Interests to a third party [***]. This Article 3 will be binding upon, and inure to the benefit of, the respective successors and permitted assigns, as permitted by the terms of this Agreement, of the Members.

3.14 Waivers. None of EQT, USG [***] waives any right under this Article 3 by failure or delay in its exercise. A single or partial exercise of any right does not preclude its later or further exercise or the exercise of any other right. The rights and remedies in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

3.15 Representations and Warranties. Each of the Company, EQT and USG hereby represent and warrant to [***].

3.16 Conflicts. In the event of a conflict between the terms and provisions of this Article 3 and the other terms and provisions of this Agreement, the terms and provisions of this Article 3 shall govern and control.

3.17 Term. The terms and provisions set forth in this Article 3 shall automatically terminate and no longer be a part of this Agreement, without any further action on the part of any Person, if [***].

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the undersigned have executed this Schedule I-A as of the date first set forth above. By executing this Schedule I-A, the undersigned acknowledge that this Schedule I-A and the attributes of Series A Membership Interests, and the rights, benefits, privileges, obligations, duties and liabilities relating thereto, set forth herein have been duly approved and adopted in accordance with the Agreement.

SERIES A MEMBERS:

MVP HOLDCO, LLC

By: /s/ David W. Gray
Name: David W. Gray
Title: Senior Vice President

US MARCELLUS GAS
INFRASTRUCTURE, LLC

By: /s/ Matthew J. Schafer
Name: Matthew J. Schafer
Title: Vice President

VEGA NPI IV, LLC

By: _____
Name: _____
Title: _____

WGL MIDSTREAM, INC.

By: Anthony M. Nee
Name: Anthony M. Nee
Title: President

RGH MIDSTREAM, LLC

By: /s/ John S. D'Orazio
Name: John S. D'Orazio
Title: President and CEO

CON EDISON GAS PIPELINE AND
STORAGE, LLC

By: Con Edison Transmission, Inc.,
its sole member

By: /s/ Joseph P. Oates
Name: Joseph P. Oates
Title: President and CEO

SCHEDULE I-B

SERIES B MEMBERSHIP INTERESTS

Dated as of October 11, 2018

Name, Address, Fax and E-mail	Sharing Ratio in respect of Series B Membership Interests	Parent	Representative and Alternate Representatives
<p>MVP HOLDCO, LLC</p> <p>EQT Plaza 625 Liberty Avenue Pittsburgh, Pennsylvania 15222 Fax: (412) 553-7781 Attention: Diana Charletta ([***) Sean McGinty ([***)</p> <p>with a copy to:</p> <p>Baker Botts L.L.P. 30 Rockefeller Plaza New York, New York 10112 Fax: (212) 408-2504 Attn: Michael L. Bengtson ([***)</p>	32.705%	[***]	[***] – Representative [***] – Alternate Representative
<p>US MARCELLUS GAS INFRASTRUCTURE, LLC</p> <p>601 Travis Street Suite 1900 Houston, Texas 77002 Fax: (713) 751-0375 Attention: Matthew Schafer ([***)</p>	25.310%	[***]	[***] – Representative [***] – Alternate Representative
<p>PSNC SOUTHGATE, LLC</p> <p>220 Operation Way, MC J50 Cayce, SC 29033-3701 Fax: (803) 933-8074 Attn: Shaun Randall ([***)</p> <p>with a copy to:</p> <p>SCANA Corporation 220 Operation Way, MC-D308</p>	30.000%	[***]	[***] – Representative [***] – Alternate Representative

Cayce, SC 29033-3701 Attention: Office of General Counsel			
WGL MIDSTREAM, INC. c/o AltaGas, LTD 1000 Maine Ave. SW Washington, DC 20024 Fax: (202) 624-6655 Attn: Anthony M. Nee (***)	5.100%	[***]	N/A
RGC MIDSTREAM, LLC 519 Kimball Ave NE Roanoke, Virginia 24016 Fax: (540) 777-2636 Attn: Paul Nester (***)	0.510%	[***]	N/A

The Series B Members acknowledge and agree as follows:

ARTICLE 1
GENERAL PROVISIONS APPLICABLE TO SERIES B MEMBERS

1.01 [Intentionally omitted].

1.02 Facilities. The Facility to which the Series B Membership Interests relate is (a) new transportation facilities, together with any upgrades thereto, to be constructed on the Mainline Facilities, including a new delivery point in Pittsylvania County, Virginia; (b) new transmission pipeline and compression facilities, together with any upgrades thereto, to be constructed from the new delivery point in Pittsylvania County, Virginia to planned new delivery points to be established in Dan River and Haw River, North Carolina; (c) any pipeline constructed or installed to loop (as such term is commonly used in the natural gas pipeline industry) the facilities described in clauses (a) or (b) above; (d) any compression installed or upgraded with respect to the facilities described in clauses (a) or (b) above; and (e) increased transportation capacity of the facilities described in clauses (a) or (b) above through the installation of greater capacity pipe, looping or similar improvements (“*MVP Southgate*”).

1.03 Development of MVP Southgate.

(a) ***FERC Application.*** Pursuant to the terms of the COM Agreement relating to MVP Southgate, USG, EQT and the applicable Operator shall jointly prepare and submit to the Series B Management Committee the proposed ATF FERC Application related to MVP Southgate; and, following the approval of the ATF FERC Application by the Series B Management Committee, USG, EQT and the applicable Operator shall, on behalf of the Series, file such ATF FERC Application with the FERC.

(b) ***Approval of ATF FERC Certificate.*** No later than [***] Days prior to the applicable ATF FERC Response Date, the Series B Management Committee shall vote on whether the ATF FERC Certificate for MVP Southgate is issued on terms and conditions which are not materially different from those requested in the ATF FERC Application for MVP Southgate and whether the Series shall (i) accept the ATF FERC Certificate for MVP Southgate without seeking rehearing; (ii) accept such ATF FERC Certificate and seek rehearing of the order issuing such ATF FERC Certificate; (iii) file for rehearing before committing to accept or reject such ATF FERC Certificate; or (iv) reject such ATF FERC Certificate. The Series B Management Committee shall be deemed to have approved such ATF FERC Certificate for MVP Southgate if the Series B Management Committee determines that such certificate is issued on terms and conditions which are not materially different from those requested in the ATF FERC Application for MVP Southgate. In such event, the Series B Management Committee shall accept such ATF FERC Certificate prior to the applicable ATF FERC Response Date with or without seeking rehearing of the order issuing the ATF FERC Certificate for MVP Southgate. In such event, subject to the terms of this Schedule I-B, including Section 1.02(d), and the Agreement, each Member holding Series B Membership Interests (in its capacity as such and not in its capacity as the holder of any other Series of Membership Interests, each, a “*Series B Member*” and, collectively, the “*Series B Members*”) shall be firmly committed to the construction of MVP Southgate and the construction of MVP Southgate shall not be subject to any conditions precedent, including but not limited to

Series B Management Committee approval of any financial commitment for obtaining funds to finance MVP Southgate or the Series B Management Committee approval to construct MVP Southgate.

(c) If the Series B Management Committee finds that the ATF FERC Certificate for MVP Southgate is issued on terms and conditions which are materially different from those requested in the ATF FERC Application for MVP Southgate and one or more of the Series B Members (which must include either USG or EQT or both) vote to accept the order issuing such ATF FERC Certificate with or without seeking rehearing and one or more of the Series B Members vote to reject the order issuing such ATF FERC Certificate with or without seeking rehearing (or did not vote), then the Series B Members that voted to accept such ATF FERC Certificate shall be free to proceed with the construction of MVP Southgate under this Agreement (but only if one of EQT or USG so elects to proceed), such vote being deemed the requisite vote of the Series B Management Committee, and the Series B Member(s) that voted to reject such ATF FERC Certificate shall be deemed to have Withdrawn from Series B, with such deemed Withdrawal being considered a “Deemed Withdrawal Event” for purposes of Section 10.02(e) of the Agreement. Subject to the terms of this Agreement, those Series B Members that elect to proceed with the construction of MVP Southgate shall be firmly committed to the construction of MVP Southgate and the construction of MVP Southgate shall not be subject to any conditions precedent. In the event no Series B Member votes to accept the order issuing the ATF FERC Certificate for MVP Southgate, then such vote shall be a Dissolution Event with respect to Series B and Series B shall terminate and wind up pursuant to Article 12 of the Agreement. Notwithstanding anything to the contrary in this Agreement, a deemed Withdrawal pursuant to this Section 1.03(c) of this Schedule I-B shall carry no connotation or implication that the Withdrawn Member has breached this Agreement or otherwise acted contrary to the intent of this Agreement, it being understood that (i) each Series B Member is completely free to cast its vote as it wishes with respect to the matters set forth in this Section 1.03(c) of this Schedule I-B and (ii) the concept of “deemed Withdrawal” is merely a convenient technique for permitting the continued development of MVP Southgate by the Series B Members that desire to continue such development.

1.04 Performance Assurances. Each Series B Member shall deliver, or cause to be delivered on such Series B Member’s behalf, to the Series:

(a) Within [***] Business Days of the Effective Date (or, with respect to a New Member admitted after the Effective Date and prior to the In-Service Date with respect to MVP Southgate, within [***] Business Days of such admission), for the period up to the issuance of the FERC’s initial release to the Series to commence construction pursuant to the ATF FERC Certificate with respect to MVP Southgate (the “*Southgate Initial Release*”), Performance Assurances equal to such Member’s share of \$[***] (calculated based on such Member’s Sharing Ratio in respect of Series B Membership Interests); and

(b) Within 10 Business Days of the date of the Southgate Initial Release (or, with respect to a New Member admitted after the date of the Southgate Initial Release, within 10 Business Days of such admission), for the period following the Southgate Initial Release and up to the In-Service Date for MVP Southgate, Performance Assurances equal to [***]% of an amount equal to such Member’s Sharing Ratio in respect of Series B Membership Interests multiplied by

the remaining obligations under the applicable Construction Budget and less any security posted by such Member, or Member's Affiliate, under any Approved Precedent Agreement).

Notwithstanding anything to the contrary in this Section 1.04, at no time prior to the In-Service Date for MVP Southgate will a Series B Member's Performance Assurance obligation be less than such Series B Member's share of \$[***] (calculated based on such Member's Sharing Ratio in respect of Series B Membership Interests). The Performance Assurances posted by a Member pursuant to this Schedule I-B shall be reduced (A) at the end of each Quarter, to reflect [***]% of such Member's actual Capital Contributions made to the Company during such Quarter in respect of the Series B Membership Interests, (B) to reflect any Performance Assurances posted by any New Members holding Series B Membership Interests, and (C) in connection with a Disposition of all or a portion of such Member's Series B Membership Interest, to reflect the replacement Performance Assurances to be posted by the Assignee of such Series B Membership Interest pursuant to this Schedule I-B.

1.05 Amendment of this Series Schedule. Notwithstanding anything to the contrary in the Agreement and except as otherwise agreed in writing, this Schedule I-B may only be amended by a Supermajority Interest of the Representatives of the Series B Management Committee; provided, however, any amendment or restatement of this Schedule I-B that is materially adverse to any Series B Member in a manner that is disproportionate to such Series B Member's interest (as compared to the interest of other Series B Members) shall (a) if the affected Member is a Series B Founding Member, require the written consent or approval of such Series B Founding Member; or (b) if the affected Member is not a Series B Founding Member, require the written consent or approval of a majority of all Series B Members similarly adversely affected.

1.06 Interpretation. Unless the context otherwise requires, as used in this Schedule I-B, (a) references to Articles and Section refer to the Articles and Sections of this Schedule I-B and (b) capitalized terms not otherwise defined in this Schedule I-B have the meanings given to such terms in the Agreement.

1.07 [Intentionally omitted].

1.08 Series B Founding Members. The Founding Members with respect to Series B shall be EQT, USG and any other Person who EQT and USG mutually agree should be a Founding Member with respect to Series B (the "*Series B Founding Members*").

1.09 COM Matters. The COM Agreement applicable to Series B shall be that certain Construction, Operation and Management Agreement, dated as of the date hereof (as amended from time to time, the "*Series B COM Agreement*"), by and between Series B and the Existing Operator. The Owner Performance Rights with respect to Series B shall be those matters set forth in Section 4.4 of the Series B COM Agreement and the COM Approval Matters with respect to Series B shall be those matters described in the Series B COM Agreement.

1.10 [Intentionally omitted].

ARTICLE 2

GOVERNANCE PROVISIONS APPLICABLE TO SERIES B MEMBERS

2.01 General. Subject to Section 6.03 of the Agreement, with respect to matters relating to Series B, management is fully vested in the Series B Founding Members as set forth in Section 2.02. The Series B Management Committee shall be comprised of one Representative for each Series B Founding Member, which Representative shall have a vote equal to the designating Series B Founding Member's Sharing Ratio in respect of Series B Membership Interests (each Series B Founding Member entitled to participate in the Series B Management Committee at a given time, a "***Series B Management Committee Member***"). To facilitate the orderly and efficient management of Series B, the Series B Founding Members' Representatives shall act (a) collectively as a "committee of the whole" pursuant to Section 2.02, and (b) through the delegation of certain duties and authority to the Operator under the Series B COM Agreement.

2.02 Management Committee. The Series B Founding Members shall act collectively through meetings as a "committee of the whole," which is hereby named the "***Series B Management Committee***." Except as expressly set forth in the Agreement, the Series B Management Committee shall have voting rights only with respect to matters that are solely and exclusively related to Series B or MVP Southgate and shall not have any voting rights with respect to matters that affect one or more Series. Decisions or actions taken by the Series B Management Committee in accordance with the provisions of this Schedule I-B and the Agreement shall constitute decisions or actions by the Company and each Series and shall be binding on each Member, Representative, and employee of the Company and each Series, subject to any other approvals required under the Agreement and any other Series Schedule. The Series B Management Committee shall conduct its affairs in accordance with the following provisions and the other provisions of this Agreement:

(a) **Representatives.** To facilitate the orderly and efficient conduct of Series B Management Committee meetings, each Series B Management Committee Member (together with its Affiliates, if applicable) shall notify the other Series B Management Committee Member(s), from time to time, of the identity of (A) its Representative, and (B) at least one, but not more than two, Alternate Representatives. [***] The initial Representative and Alternate Representatives of each Series B Management Committee Member are set forth above in this Schedule I-B. A Series B Management Committee Member may designate a different Representative or Alternate Representatives for any meeting of the Series B Management Committee by notifying the other Series B Management Committee Member(s) at least [***] Business Days prior to the scheduled date for such meeting; provided that, if giving such advance notice is not feasible, then such new Representative or Alternate Representatives shall present written evidence of his or her authority at the commencement of such meeting.

(b) **Time and Place of Meetings.** The Series B Management Committee shall meet quarterly, subject to more or less frequent meetings upon approval of the Series B Management Committee. Notice of, and an agenda for, all Series B Management Committee meetings shall be provided by the Representatives to all Series B Founding Members at least five Days prior to the date of each meeting, together with proposed minutes of the previous Series B Management Committee meeting (if such minutes have not been previously ratified). Among other items, the agenda will provide for a discussion of (i) the results of operations, including explanations of significant variances in revenues, expenses and cash flow activities and (ii)

amounts due for contractual obligations that will impact Available Cash. Special meetings of the Series B Management Committee may be called at such times, and in such manner, as any Series B Management Committee Member reasonably deems necessary. Any Series B Management Committee Member calling for any such special meeting shall notify the Representatives, who in turn shall notify all Series B Management Committee Members of the date and agenda for such meeting at least five Days prior to the date of such meeting. Such five-Day period may be shortened by the Series B Management Committee, acting through a Supermajority Interest. All meetings of the Series B Management Committee shall be held at a location agreed upon by the Representatives. Attendance of a Representative of a Series B Management Committee Member at a meeting of the Series B Management Committee shall constitute a waiver of notice of such meeting, except where such Representative attends the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

(c) ***Quorum.*** The presence of Representative(s) of Series B Management Committee Members representing a Supermajority Interest shall constitute a quorum for the transaction of business at any meeting of the Series B Management Committee; provided, that for any matter set forth in Section 2.02(e) of this Schedule I-B, the presence of Representatives of Series B Management Committee Members necessary to action pursuant thereto shall be required for a quorum to be present.

(d) ***Voting.***

(i) Voting by Sharing Ratios. Subject to Section 2.02(f) and Section 6.05(e) of the Agreement, each Representative shall be entitled to vote on all matters submitted to a vote of the Series B Management Committee in accordance with the respective Sharing Ratio in respect of Series B Membership Interests of the Series B Management Committee Member that designated such Representative. Except for matters set forth in Section 2.02(e), (A) the approval of [***] the Representatives comprising the Series B Management Committee will be necessary for the approval of any and all actions submitted to the Series B Management Committee and (B) no vote shall be required for matters delegated to the Operator pursuant to the Series B COM Agreement.

(ii) DISCLAIMER OF DUTIES. WITH RESPECT TO ANY VOTE, CONSENT OR APPROVAL AT ANY MEETING OF THE SERIES B MANAGEMENT COMMITTEE OR OTHERWISE UNDER THIS AGREEMENT, EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED IN SECTION 2.02(f) AND SECTION 6.05(e) OF THE AGREEMENT, EACH REPRESENTATIVE MAY GRANT OR WITHHOLD SUCH VOTE, CONSENT OR APPROVAL IN ITS SOLE DISCRETION. THE PROVISIONS OF THIS SECTION 2.02(d)(ii) SHALL APPLY NOTWITHSTANDING THE NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, STRICT LIABILITY OR OTHER FAULT OR RESPONSIBILITY OF A SERIES A MEMBER OR ITS REPRESENTATIVE.

(iii) Exclusion of Certain Members and Their Sharing Ratios. With respect to any vote, consent or approval, any Breaching Member or Withdrawn Member (and any Representative of such Breaching Member or Withdrawn Member) shall be excluded from such decision (as contemplated by Section 10.03(b)), and the Sharing Ratio in respect of Series B

Membership Interests of such Breaching Member or Withdrawn Member shall be disregarded in calculating the voting thresholds in Section 2.02(d)(i). In addition, if any other provision of this Agreement (for the avoidance of doubt, including this Schedule I-B) provides that a Supermajority Interest is to be calculated without reference to the Sharing Ratio in respect of Series B Membership Interests of a particular Series B Management Committee Member, then the applicable voting threshold shall be deemed adjusted accordingly.

(e) ***Special Approval Matters.*** Notwithstanding any other provision of this Agreement, none of the following actions may be taken by, or on behalf of, the Company without first obtaining the approval of the Representatives of the Series B Management Committee Members holding at least [***]% of the Sharing Ratios in respect of Series B Membership Interests held by all Series B Management Committee Members:

(i) entering into, amending in any material respect, or terminating any Material Contract relating to MVP Southgate, or taking any action that results in a material default under any such Material Contract;

(ii) approving any material loans made by the Series or the provision of any material financial guarantees by the Series, except to the extent such material loans or material financial guarantees have been specifically included in and approved as part of a Construction Budget, an Initial Operating Budget, or any subsequent annual Capital Budget or Operating Budget that has been approved by the Series B Management Committee;

(iii) placing or permitting any liens or other encumbrances (other than Permitted Encumbrances) to exist on the assets of the Series relating to MVP Southgate;

(iv) [***]

(v) [***]

(vi) [***]

(vii) except as otherwise provided in Section 4.01(a)(ii) of the Agreement, making a Capital Call or otherwise requiring any Series B Member to make any Capital Contribution to Series B, except to the extent such Capital Call or Capital Contribution has been specifically included in and approved as part of a Construction Budget, an Initial Operating Budget, or any subsequent annual Capital Budget or Operating Budget that has been approved by the Series B Management Committee;

(viii) [***]

(ix) [***]

(x) [***]

(xi) [***]

(xii) [***]

(xiii) [***]

(xiv) the formation of any subcommittee of the Series B Management Committee pursuant to Section 6.02(f) of the Agreement;

(xv) the Disposition or abandonment of all or substantially all of the assets of Series B, or of the material assets related to the Series B Membership Interests other than any Disposition(s) in the ordinary course of business;

(xvi) [***]

(xvii) [***]

(xviii) [***]

(xix) [***]

(xx) considering at a meeting of the Series B Management Committee a material matter not on the agenda for that meeting;

(xxi) commencement, conduct or settlement of any suit, action or proceeding or arbitration to the extent related to Series B, in each case to the extent involving in excess of \$500,000;

(xxii) making any material tax elections or any material decisions relating to material tax returns pertaining only to Series B, as determined in the reasonable judgment of the Series B Operator, acting in good faith; and

(xxiii) any approval, determination or finding by the Series B Management Committee pursuant to Sections 1.03(a) or (b) of this Schedule I-B.

(f) **Reasonableness.** In any matter proposed to the Series B Management Committee pursuant to [***].

2.03 Delivery of Operating Budget. Unless provided otherwise in the Series B COM Agreement, on or prior to [***] of each year, the Operator under the Series B COM Agreement shall deliver draft annual Operating Budget(s) for Series B for the following year to each of the Representatives of the Series B Management Committee Members, which Representatives will have [***] Days to provide comments (the “**Series B Comment Deadline**”) on such draft annual Operating Budgets (such comments, the “**Series B Representative Budget Comments**”). Such Operator shall make a good faith effort to respond to, and incorporate into such draft annual Operating Budgets prepared by such Operator, the Series B Representative Budget Comments and shall deliver to each of such Representatives the final annual Operating Budgets prepared by such Operator for the following year on or before [***] (the “**Series B December Deadline**”) of each year; provided, however, that, if the board of directors of such Operator has not convened to approve such annual Operating Budgets by [***] of a given year, then the Series B December Deadline shall be extended to [***] of such year; provided, further, that, if the meeting of the board of directors of such Operator to approve such annual Operating Budgets is scheduled prior to the

Series B Comment Deadline, such Operator shall promptly notify such Representatives in writing of the date and time of such meeting (but no less than [***] Business Days in advance of such meeting), and such Representatives shall use reasonable efforts to provide the Series B Representative Budget Comments in advance of such meeting. The Operator under the Series B COM Agreement and such Representatives shall work together in good faith to cause the Operating Budget for Series B to be approved by [***] of such year.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the undersigned have executed this Schedule I-B as of the date first set forth above. By executing this Schedule I-B, the undersigned acknowledge that this Schedule I-B and the attributes of Series B Membership Interests, and the rights, benefits, privileges, obligations, duties and liabilities relating thereto, set forth herein have been duly approved and adopted in accordance with the Agreement.

SERIES B MEMBERS:

MVP HOLDCO, LLC

By: /s/ David W. Gray
Name: David W. Gray
Title: Senior Vice President

US MARCELLUS GAS
INFRASTRUCTURE, LLC

By: /s/ Matthew J. Schafer
Name: Matthew J. Schafer
Title: Vice President

WGL MIDSTREAM, INC.

By: /s/ Anthony M. Nee
Name: Anthony M. Nee
Title: President

RGCMIDSTREAM, LLC

By: /s/ John S. D'Orazio
Name: John S. D'Orazio
Title: President and CEO

CON EDISON GAS PIPELINE AND
STORAGE, LLC

By: Con Edison Transmission, Inc.,
its sole member

By: /s/ Joseph P. Oates
Name: Joseph P. Oates
Title: President and CEO



MVP Southgate Project

Docket No. CP19-__-000

Exhibit B – State Authorizations



COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

Office of the Clerk

September 17, 2014

CT CORPORATION SYSTEM
TERESA BROWN
4701 COX RD STE 285
GLEN ALLEN, VA 23060

RECEIPT

RE: Mountain Valley Pipeline, LLC

ID: T058621 - 6

DCN: 14-09-16-1230

Dear Customer:

This receipt acknowledges payment of \$100.00 to cover the fee for filing an application for a certificate of registration to transact business in Virginia with this office.

This receipt also acknowledges payment of \$100.00 to cover the fee for expedited service.

The effective date of the registration is September 17, 2014.

If you have any questions, please call (804) 371-9733 or toll-free in Virginia, (866) 722-2551.

Sincerely,

Joel H. Peck
Clerk of the Commission

RECEIPTLC
LLNCF
CIS0353

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, September 17, 2014

*This certificate of registration to transact business in Virginia is
this day issued for*

Mountain Valley Pipeline, LLC

*a limited liability company organized under the laws of
DELAWARE and the said company is authorized to transact
business in Virginia, subject to all Virginia laws applicable to the
company and its business.*



State Corporation Commission

Attest:

Joel H. Beck
Clerk of the Commission



NORTH CAROLINA

Department of the Secretary of State

To all whom these presents shall come, Greetings:

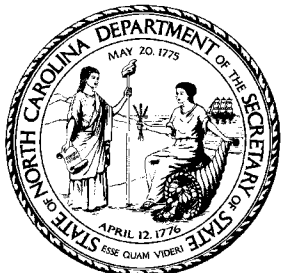
I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

APPLICATION FOR CERTIFICATE OF AUTHORITY

OF

MOUNTAIN VALLEY PIPELINE, LLC

the original of which was filed in this office on the 4th day of May, 2018.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 4th day of May, 2018.

Elaine F. Marshall

Secretary of State

State of North Carolina
Department of the Secretary of State

APPLICATION FOR CERTIFICATE OF AUTHORITY
FOR LIMITED LIABILITY COMPANY

Pursuant to §57D-7-03 of the General Statutes of North Carolina, the undersigned limited liability company hereby applies for a Certificate of Authority to transact business in the State of North Carolina, and for that purpose submits the following:

1. The name of the limited liability company is Mountain Valley Pipeline, LLC;

and if the limited liability company name is unavailable for use in the State of North Carolina, the name the limited liability company wishes to use is _____.

2. The state or country under whose laws the limited liability company was formed is Delaware.

3. Principal office information: (Select either a or b.)

a. The limited liability company has a principal office.

The principal office telephone number: (412) 553-5700.

The street address and county of the principal office of the limited liability company is:

Number and Street: 625 Liberty Avenue, Suite 1700

City: Pittsburgh State: PA Zip Code: 15222 County: Allegheny

The mailing address, *if different from the street address*, of the principal office of the corporation is:

Number and Street: _____

City: _____ State: _____ Zip Code: _____ County: _____

b. The limited liability company does not have a principal office.

4. The name of the registered agent in the State of North Carolina is: CT Corporation System.

5. The street address and county of the registered agent's office in the State of North Carolina is:

Number and Street: 160 Mine Lake Court, Suite 200

City: Raleigh State: NC Zip Code: 27615-6417 County: Wake

6. The North Carolina mailing address, *if different from the street address*, of the registered agent's office in the State of North Carolina is:

Number and Street: _____

City: _____ State: NC Zip Code: _____ County: _____

APPLICATION FOR CERTIFICATE OF AUTHORITY
Page 2

7. The names, titles, and usual business addresses of the current company officials of the limited liability company are:
(use attachment if necessary) (This document must be signed by a person listed in item 7.)

<u>Name and Title</u>	<u>Business Address</u>
MVP Holdco, LLC, Member	625 Liberty Avenue, Ste 1700 Pittsburgh, PA 15222
US Marcellus Gas Infrastructure, LLC, Member	601 Travis Street, Ste 1900, Houston, TX 77002
WGL Holdings, Inc. Member	101 Constitution Avenue, N.W., Washington DC 20080
RGC Midstream, LLC, Member	519 Kimball Ave NE, Roanoke, VA 24016
Con Edison Gas Midstream, LLC, Member	4 Irving Place, New York, NY 10003

8. Attached is a certificate of existence (or document of similar import), duly authenticated by the secretary of state or other official having custody of limited liability company records in the state or country of formation. **The Certificate of Existence must be less than six months old. A photocopy of the certification cannot be accepted.**

9. If the limited liability company is required to use a fictitious name in order to transact business in this State, a copy of the resolution of its managers adopting the fictitious name is attached.

10. (Optional): Please provide a business e-mail address: _____.
The Secretary of State's Office will e-mail the business automatically at the address provided above at no cost when a document is filed. **The e-mail provided will not be viewable on the website.** For more information on why this service is offered, please see the instructions for this document.

11. This application will be effective upon filing, unless a delayed date and/or time is specified: _____.

This the 3 day of May, 2018

Mountain Valley Pipeline, LLC

Name of Limited Liability Company

Signature of Company Official

Jeremiah J. Ashcroft, III, President, MVP Holdco, LLC,

Type or Print Name and Title Member

Notes:

1. Filing fee is \$250. This document must be filed with the Secretary of State.

Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "MOUNTAIN VALLEY PIPELINE, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FOURTH DAY OF MAY, A.D. 2018.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID "MOUNTAIN VALLEY PIPELINE, LLC" IS A SERIES LIMITED LIABILITY COMPANY.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "MOUNTAIN VALLEY PIPELINE, LLC" WAS FORMED ON THE TWENTY-SECOND DAY OF AUGUST, A.D. 2014.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.



5580929 8300E

SR# 20183342823

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

Authentication: 202634917

Date: 05-04-18



MVP Southgate Project

Docket No. CP19-__-000

Exhibit C – Company Officials

EXHIBIT C
COMPANY OFFICIALS

Mountain Valley Pipeline, LLC, Series B, is managed by the Founding Members acting as a committee of the whole through its Management Committee. The Management Committee is comprised of one Representative (with one designated Alternate Representative) of each of the Founding Members. The following is a list of the current Representatives and Alternate Representatives and their business addresses:

Officer	Title	Company	Address
Diana Charletta	Representative	MVP Holdco, LLC	625 Liberty Avenue Pittsburgh, PA 15222
Thomas Karam	Alternate Representative	MVP Holdco, LLC	625 Liberty Avenue Pittsburgh, PA 15222
Matthew Schafer	Representative	US Marcellus Gas Infrastructure, LLC	601 Travis Street Suite 1900 Houston, TX 77002
TJ Tuscai	Alternate Representative	US Marcellus Gas Infrastructure, LLC	601 Travis Street Suite 1900 Houston, TX 77002
Shaun Randall	Representative	PSNC Southgate, LLC	220 Operation Way Cayce, SC 29033
Andrew Moore	Alternate Representative	PSNC Southgate, LLC	220 Operation Way Cayce, SC 29033

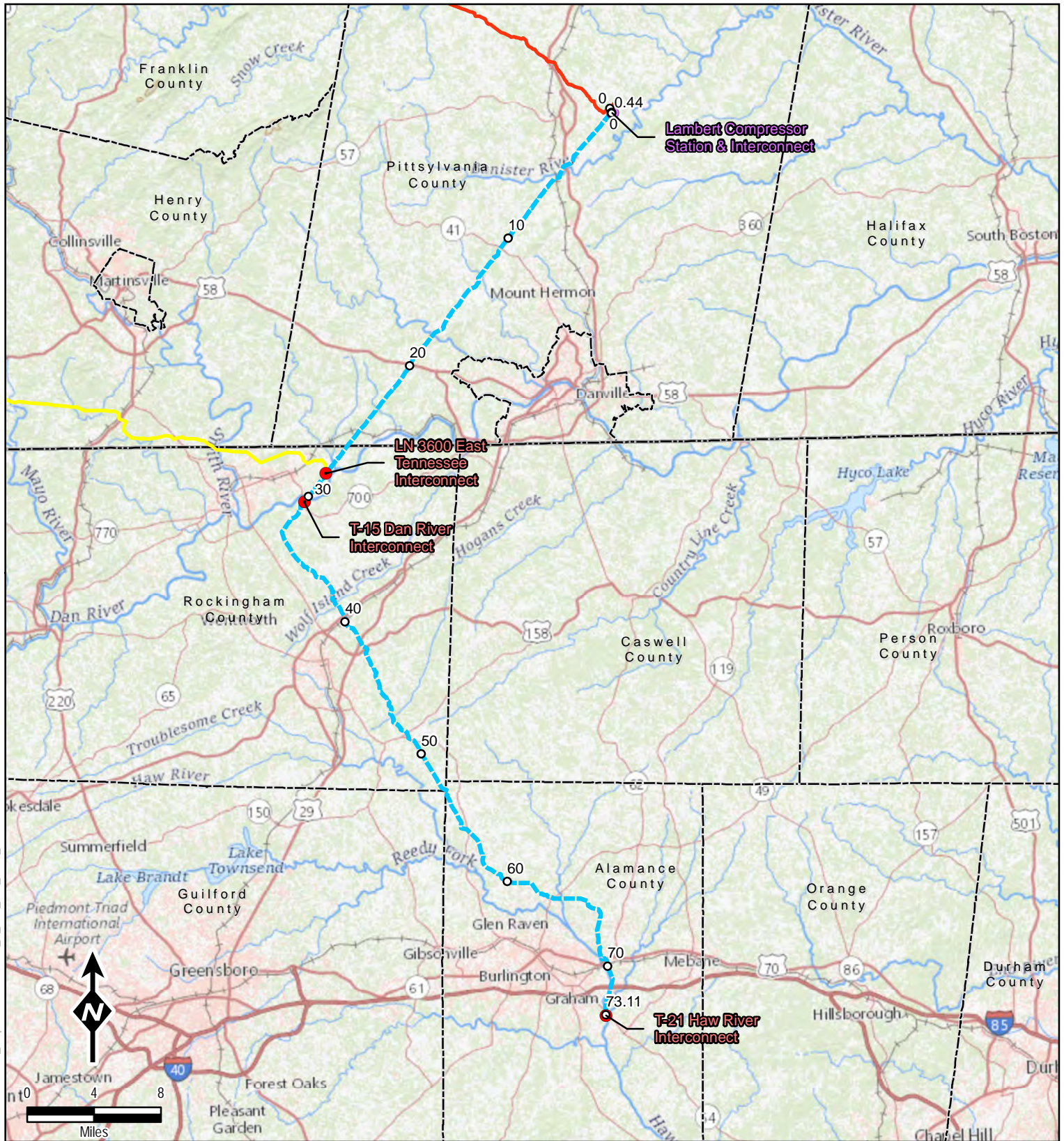


MVP Southgate Project

Docket No. CP19-__-000

Exhibit F – Location of Facilities

S:\1-PROJECTS\NEXTERRA\300423_MVP_Southgate\6-MXD\Resource_Reports\RR1\Exhibit_F_Fac_Loc_OCT_2018.mxd



Legend

- Proposed Pipeline Route
- Mountain Valley Pipeline
- East Tennessee Natural Gas
- Compressor Station
- Meter Station
- State Boundary
- County Boundary

Data Sources: ESRI, USGS, TRC, EQT

1 inch = 8 miles
When Printed 8.5x11



Exhibit F

Location of Facilities



600 Willowbrook Ln
West Chester, PA 19382
November 2018



MVP Southgate Project

Docket No. CP19-__-000

Exhibit G-I and G-II – Flow Diagrams and Flow Diagram Data

Public Version-Redacted



MVP Southgate Project

Docket No. CP19-__-000

Exhibit I – Precedent Agreement

Public Version-Redacted

PRECEDENT AGREEMENT

This Precedent Agreement (this “Precedent Agreement”) is made this 20th day of December, 2017 (“Effective Date”), by and between Mountain Valley Pipeline, LLC (“Transporter”) and Public Service Company of North Carolina, Incorporated (“Shipper”). Transporter and Shipper are also referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Transporter will be a provider of interstate natural gas transmission services; and

WHEREAS, Transporter proposes to develop and construct new transmission facilities for its proposed pipeline project, with approximately 300,000 dekatherms (Dth) per day of planned, firm natural gas transportation capacity, such pipeline project consisting of a new greenfield natural gas pipeline system comprising approximately 70 miles of transmission pipeline and compression facilities from the interconnection with the proposed Mountain Valley Pipeline (the “Mainline Project”) in Pittsylvania County, Virginia near Transco Station 165 to planned new delivery points to be established in Rockingham and Alamance Counties, North Carolina, at Shipper’s Dan River and Haw River interconnects (hereinafter referred to as the “Project”); and

WHEREAS, the Project will be subject to the jurisdiction of the Federal Energy Regulatory Commission (“FERC”) and Transporter will file for the necessary approvals for the construction and operation of the Project to provide services on the Project facilities; and

WHEREAS, the parties have executed a precedent agreement (the “Mainline Precedent Agreement”) related to the Mainline Project.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and intending to be legally bound by the terms herein, Transporter and Shipper agree as follows:

1. **Facilities.** Transporter agrees, subject to the terms and conditions of this Precedent Agreement, to proceed with the development of the Project and to thereby create new firm transportation capacity and provide access to new receipt and delivery points as further described herein (such new capacity to be referred to as the “Project Capacity”).
 - (a) The Project is expected to provide in aggregate approximately 300,000 Dth per day of new firm transportation capacity, and is expected to involve installing approximately 70 miles of pipeline in Virginia and North Carolina.
 - (b) The receipt and delivery points available to Shipper from the Project are set forth on Exhibit 1 hereto.
 - (c) Transporter will be responsible for the acquisition, design, construction, installation, land rights and permitting of the facilities that may be necessary for Transporter to provide the services on the Project Capacity as specified in this Precedent Agreement.

- (d) Shipper shall be responsible for making all arrangements with, and/or acquiring any services from, upstream and downstream pipelines that may be necessary for Shipper to utilize the Project Capacity and Shipper’s failure to have in place adequate upstream or downstream facilities or arrangements shall not relieve Shipper of its obligations under this Precedent Agreement, the Credit Agreement or the Service Agreement, each as defined elsewhere herein.

2. **Level of Service, Term, and Rates for Service.**

- (a) As of the Service Commencement Date (as hereinafter defined), Transporter commits to provide, and Shipper commits to receive from and pay Transporter for, firm transportation service capacity in the quantity selected by Shipper as set forth in the capacity subscription table below.

Capacity Subscription Table:

Rate Schedule FTS Service Agreement Anticipated Service Date	Maximum Daily Quantity (MDQ) (Dth / Day)	MDQ Term
November 1, 2020	300,000	20 Years

- (b) The “Anticipated Service Date” shall be the date by which Transporter anticipates that the Project will be placed into service. The Anticipated Service Date for the Project is November 1, 2020. The “Service Commencement Date” for the Project shall be the later of (i) November 1, 2020 or (ii) the first day of the month immediately following the date on which Transporter is authorized by FERC to commence service on the Project facilities and Transporter is first able to provide Shipper with its full 300,000 Dth/day MDQ of firm transportation service from the Receipt Point to the Delivery Point, utilizing the Project Capacity. Transporter agrees to use commercially reasonable efforts to construct the Project facilities and to make the facilities available for service by November 1, 2020.
- (c) Within thirty (30) days following the date on which the FERC issues an order granting Transporter a certificate of public convenience and necessity to construct the Project facilities, Transporter shall tender to Shipper, and Shipper agrees to execute and deliver, the “Transportation Service Agreement applicable to Firm Transportation Service under Rate Schedule FTS” (“Service Agreement”) set forth in Transporter’s FERC Gas Tariff as approved by FERC at the time of such execution, with only such modifications as necessary to reflect the rates, terms and conditions of service set forth in this Precedent Agreement. Subject to FERC approval, Transporter represents and warrants that the Service Agreement tendered

by Transporter for execution by Shipper will not deviate from or conflict with any of the material provisions of this Precedent Agreement, including but not limited to the MDQ, term, Receipt and Delivery Points, and negotiated rates.

- (i) The Service Agreement shall become effective as set forth in Section 2(b) above.
- (ii) The Contract Term for the Service Agreement shall extend from the Service Commencement Date until the end of the first 20 years following the Service Commencement Date (“Primary Term”).
- (iii) Shipper shall have the right of first refusal with respect to Shipper’s MDQ at the expiration of the Primary Term in accordance with Transporter’s FERC Gas Tariff.

(d)



(e)



- (f) In addition to the fixed Monthly Reservation Rate as set forth in the FERC Gas Tariff or as otherwise agreed to by Transporter and Shipper, Shipper shall pay for all Project service: (1) actual fuel and lost and unaccounted-for gas to recover fuel usage, lost and unaccounted for gas on the Project, as set forth on Exhibit 4 attached to this Precedent Agreement (“Retainage Rate”), (2) the applicable FERC ACA surcharge, and (3) any future surcharges approved by FERC. The Retainage Rate will be considered a negotiated Retainage Rate, subject to FERC’s negotiated rate policies. In addition, subject to FERC approval of relevant provisions in Transporter’s FERC Gas tariff, the Service Agreement shall provide that Shipper shall not be entitled to reservation charge credits in the event of a service outage (or service outages)

affecting the transportation service to be provided under the Service Agreement lasting up to thirty (30) days in a year (in the aggregate), after which time Shipper shall be entitled to full reservation charge credits.

3. **Transporter's Conditions Precedent.**

(a) Transporter's obligations under the Service Agreement are subject in all respects to the satisfaction of the conditions precedent set forth in this Section 3. For the Project, Transporter shall have the sole right to determine whether the following conditions precedent have been satisfied and/or whether to waive any such conditions:

(i)

[REDACTED]

(ii)

[REDACTED]

(iii)

[REDACTED]

(iv) Transporter's receipt, by March 31, 2018, of all necessary approvals and authorizations by its management committee, board of directors, board of managers, or other applicable governing body;

(v) The execution by Shipper of a credit agreement as required by Section 6(a); and

(vi) Transporter's completion, by June 1, 2022, of construction of the necessary Project facilities required to render firm transportation service for Shipper pursuant to the Service Agreement and Transporter being ready and able to place such facilities into gas transportation service.

(b) If any of the conditions precedent set forth in Section 3(a) are not satisfied or waived by the date set forth therein, or if the obligation stated in Section 6(a) is not met by Shipper, Transporter shall have the right to provide written notice to Shipper of its intention to terminate this Precedent Agreement, the Service Agreement, and the Credit Agreement, as applicable; provided however, that, with respect to each such condition precedent or obligation, unless the right to terminate is exercised by written notice provided within thirty (30) days of the date on which such right to terminate for failure of such condition precedent or obligation first becomes effective, any such

right to terminate shall be deemed to have been waived. Such notice shall designate each condition precedent or obligation giving rise to the right to provide such notice of termination. Unless all such conditions or obligations are satisfied within thirty (30) days after the receipt of such notice from Transporter or the Parties mutually agree otherwise in writing, this Precedent Agreement, the Service Agreement and the Credit Agreement shall terminate effective upon the expiration of said thirty (30) day period, without any liability on the part of Transporter to Shipper. Transporter shall use commercially reasonable efforts to satisfy the conditions precedent applicable to its own actions set forth in Section 3(a) by the deadlines set forth therein.

- (c) Transporter shall not be liable in any manner to Shipper due to Transporter's failure to complete the construction of the Project within the timeframe contemplated herein, provided that Transporter has met its obligations in Sections 2(b), 3(b), and 5(a) to use commercially reasonable efforts to construct the Project facilities and meet its conditions precedent, respectively.

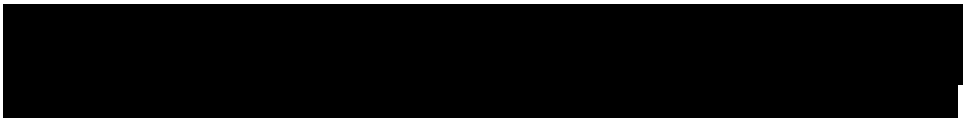
4. **Shipper's Conditions Precedent.**

- (a) Shipper's obligations under the Service Agreement are subject in all respects to the satisfaction of the conditions precedent set forth in this Section 4. Shipper shall have the sole right to determine whether the following conditions precedent has been satisfied and/or whether to waive such conditions:

- (i) 

- (ii) 

- (iii) 

- (iv) 

- (v) 

- (b) If any of the conditions precedent set forth in Sections 4(a)(i), 4(a)(ii), 4(a)(iv), and 4(a)(v) are not satisfied or waived by the date set forth therein, Shipper shall have the right to provide written notice to Transporter of its intention to terminate this Precedent Agreement, the Service Agreement and the Credit Agreement, as applicable; provided however, that, with respect to each such condition precedent or obligation, unless the right to terminate is exercised by written notice provided within thirty (30) days of the date on which such right to terminate for failure of such condition precedent or obligation first becomes effective, any such right to terminate shall be deemed to have been waived. Such notice shall designate each condition precedent or obligation giving rise to the right to provide such notice of termination. Unless all such conditions or obligations are satisfied within thirty (30) days after the receipt of such notice from Shipper or the Parties mutually agree otherwise in writing, this Precedent Agreement, the Service Agreement and the Credit Agreement shall terminate effective upon the expiration of said thirty (30) day period, without any liability on the part of Shipper to Transporter.
- (c) If the condition precedent set forth in Section 4(a)(iii) is not satisfied or waived by the date set forth therein, Shipper shall have the right to provide written notice to Transporter of its intention to terminate this Precedent Agreement, the Service Agreement and the Credit Agreement, as applicable; provided however, that, with respect to such condition precedent, unless the right to terminate is exercised by written notice provided within five (5) days of the date on which such right to terminate for failure of such condition precedent first becomes effective, any such right to terminate shall be deemed to have been waived. Such notice shall designate each condition precedent or obligation giving rise to the right to provide such notice of termination. Upon Transporter's receipt of such notice, this Precedent Agreement, the Service Agreement and the Credit Agreement, as applicable, shall terminate, and Shipper shall reimburse Transporter for all costs and expenses (including reasonable attorneys' fees) incurred by Transporter in connection with the transactions contemplated hereby and/or by the Service Agreement up to the date of such termination.

5. **Transporter's Obligations.**

- (a) Transporter agrees to use commercially reasonable efforts to seek and to obtain by the Anticipated Service Date the contractual and property rights, financing arrangements and regulatory approvals, including the necessary authorizations from FERC, as may be necessary to construct and operate the Project so as to provide firm transportation service to Shipper consistent with the terms and conditions agreed to in this Precedent Agreement, and Transporter agrees to use commercially reasonable efforts to construct the Project facilities and to place such facilities into service by the Anticipated Service Date; provided, however, that the Service Commencement Date shall be no later than June 1, 2022, unless otherwise excused under the terms herein. Transporter shall have the right to terminate this Precedent Agreement, the Service Agreement and the Credit Agreement if, in Transporter's reasonable discretion, the FERC order granting Transporter the authority to construct, modify, own or operate any aspect of the Project includes conditions that have a material

adverse effect on the economic viability of the Project from Transporter's perspective; provided, Transporter must exercise such right, if ever, no later than thirty (30) days following the date on which Transporter has obtained Natural Gas Act authorization from FERC to construct the Project.

- (b) Once construction of the Project has commenced, Transporter shall keep Shipper informed regarding the progress of constructing the Project by providing Shipper with updates 120 and 60 days prior to the Anticipated Service Date for such Project. Updates will include Transporter's then-estimate of the projected Service Commencement Date.

6. **Shipper's Obligations.**

- (a) Shipper shall execute and deliver the credit agreement in the form attached hereto as Exhibit 2 or another form of credit assurance agreeable to Transporter (the "Credit Agreement") contemporaneously with the execution of this Precedent Agreement, and shall meet Transporter's creditworthiness requirements as set forth in the Credit Agreement and on a continuous basis commencing on the effective date of the Credit Agreement and continuing through the term of the Service Agreement. If Shipper does not satisfy Transporter's creditworthiness requirements by the effective date of the Credit Agreement or at any time thereafter through the term of the Service Agreement, Transporter may terminate this Precedent Agreement, the Service Agreement (if executed) and the Credit Agreement in accordance with Section 3(b).
- (b) On the Service Commencement Date Transporter shall provide, and, if provided, Shipper shall pay the applicable charges as set forth in the Service Agreement.
- (c) Shipper agrees to apply for, and will seek with commercially reasonable diligence to obtain, any regulatory authorizations it deems necessary for it to utilize the Project for the service described herein, including with respect to Shipper facilities upstream or downstream of the Project.
- (d) Shipper will cooperate with Transporter to provide, on a timely basis, all information requested by Transporter that Transporter reasonably deems necessary for obtaining approvals to construct the Project, including but not limited to information required to prepare, file and prosecute Transporter's application to FERC for the Project. By signing below, Shipper gives consent for filing any non-conforming Service Agreement with the Commission and agrees to support the Project before the Commission and not oppose, obstruct or otherwise interfere in any manner with the efforts of Transporter to obtain those permits, licenses, authorizations, rights-of-way, regulatory consents, environmental permits and land use or zoning permits specified in Section 3(a)(ii) and (iii) to the extent such efforts are within the scope of, and consistent with, the provisions of this Precedent Agreement.
- (e) Shipper shall use commercially reasonable efforts to obtain all necessary material authorizations from the North Carolina Utilities Commission (the "NCUC") for the transactions and agreements specified in this Precedent Agreement and/or the Service

Agreement in a timely manner in a form that is satisfactory to Shipper in its reasonable discretion and consistent with the terms of this Precedent Agreement or the Service Agreement (such authorizations, the “NCUC Authorizations”). Without limiting the generality of the foregoing, within two (2) weeks of a request by Transporter, Shipper shall make all filings with the NCUC that are necessary or appropriate to obtain the NCUC Authorizations; provided that, prior to such request and notwithstanding the provisions of Section 13, Shipper may discuss the matter with and otherwise provide relevant information to the Public Staff of the NCUC (the “Public Staff”) pursuant to that certain Comprehensive Confidentiality Agreement, dated June 1, 2011 (the “Public Staff Confidentiality Agreement”), between Shipper and the Public Staff; provided, further, that any such discussions or information shall be specified by Shipper as proprietary trade secrets under N.C. General Statute § 132-1.2 at the time of disclosure to the Public Staff.

7. **Termination.**

- (a) Unless terminated sooner pursuant to the terms herein, this Precedent Agreement shall terminate upon the Service Commencement Date.
- (b) Notwithstanding any other provision in this Precedent Agreement and in addition to the provisions of Sections 3(a), 3(b), and 5(a) of this Precedent Agreement, Transporter may terminate this Precedent Agreement upon thirty (30) days prior written notice to Shipper if: (i) Transporter reasonably determines that the Project contemplated herein is no longer economically viable or (ii) Transporter reasonably determines that the Mainline Project is no longer economically viable.

(c)



- 8. **Assignment.** This Precedent Agreement may be assigned by either Party, including a partial assignment by Shipper, with the consent of the other Party, such consent not to be unreasonably conditioned, withheld, or delayed, to any entity, including an entity which

may succeed such Party by purchase, merger, joint venture, or consolidation, and any such successor in interest shall have all of the rights and obligations of the assigning Party hereunder. Furthermore, either Party may, as security for its indebtedness, assign, mortgage or pledge any of its rights or obligations under this Precedent Agreement to any other entity, and the other Party will execute any commercially reasonable consent agreement with such entity and provide such commercially reasonable certificates and other documents as the assigning Party may reasonably request in connection with any such assignment; provided, any such consent agreement shall not contain any provisions that are inconsistent with, or that would modify, the other Party's rights or obligations under this Precedent Agreement. Except as security in accordance with the preceding sentence, any purported assignment by Shipper of its rights and obligations hereunder shall be void *ab initio* without the prior written consent of Transporter, which consent will not be unreasonably withheld; provided, that any otherwise permitted assignee meets Transporter's creditworthiness standards set forth in the Credit Agreement attached as Exhibit 2 by the Service Commencement Date.

9. **Representations and Warranties.** Each Party represents and warrants to each other as follows:

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, and is in good standing in each other jurisdiction where the failure to so qualify would have a material adverse effect upon the business or financial condition of such Party.
- (b) The execution, delivery and performance of this Precedent Agreement by such Party does not and will not require the consent of any trustee or holder of any indebtedness, or be subject to or inconsistent with other obligations of such Party under any other agreement.
- (c) This Precedent Agreement has been duly executed and delivered by such Party. This Precedent Agreement constitutes the legal, valid, binding and enforceable obligation of such Party, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws of general application relating to or affecting creditor's rights generally and by general equitable principles.
- (d) Except as specified herein, no governmental authorization, approval, order, license, permit, franchise or consent, and no registration, declaration or filing with any governmental authority is required on the part of such Party in connection with the execution and delivery of this Precedent Agreement.

10. **Force Majeure.**

- (a) In the event that Transporter is rendered unable wholly or in part by Force Majeure (as defined below) to carry out its obligations under this Precedent Agreement, the obligations of Transporter so far as they are affected by such Force Majeure shall be suspended during the continuance of such inability to perform, provided that Transporter gives proper notice, but for no period longer than the continuation of the

inability to perform caused by such Force Majeure, and such cause shall be remedied, to the extent possible, with all reasonable dispatch. Proper notice shall be written notice that describes the full particulars of the Force Majeure event, delivered as soon as reasonably practicable after the date on which Transporter became aware of such event, but in no event later than sixty (60) calendar days thereafter. Transporter shall not be liable in damages to Shipper for any act, omission, or circumstance occasioned by or in consequence of Force Majeure, provided that Transporter shall use all reasonable efforts to remedy any situation that may interfere with the performance of its obligations hereunder; provided the settlement of strikes or other labor disturbances shall be in Transporter's sole discretion. In the event that the achievement of any milestone, the receipt of any approval or right, or the performance of any other obligation hereunder is delayed due to an event of Force Majeure, any applicable deadline, including but not limited to the deadlines set forth in Sections 3(a), 4(a), 5(a) and 5(b) shall be extended day for day for each day that the event of Force Majeure is continuing, provided that such extension shall not exceed one (1) year. Transporter will provide to Shipper Transporter's best estimate of the expected duration of any Force Majeure event, and will respond to reasonable inquiries regarding the same.

- (b) The term "Force Majeure" shall include any act, event or circumstance, or any combination thereof, that is beyond the reasonable control of Transporter and which event or circumstance, or any combination thereof, has not been caused by or contributed to by the acts or omissions of Transporter. To the extent the requirements in the preceding sentence are satisfied, the term "Force Majeure" shall include, but shall not be limited to, the following: acts of God, the public enemy, fire, freezes, floods, storms, accidents, breakdowns of pipeline or equipment, unplanned facility repairs, changes in operational parameters or operational difficulties experienced by any third party pipeline transporter to transport Gas, including without limitation any increase or decrease in an interconnected downstream pipeline's maximum allowable operating pressure, failures or freezing of wells, strikes, and any other industrial, civil, or public disturbance, the inability to obtain materials, supplies, permits or labor, and any laws, orders, rules, regulations, acts or restraints of any government or governmental body or authority, failure or delay by any governmental body or authority to timely provide requested certificates, permits or approval necessary for completion of projects, refusal of landowners to co-operate in the provisions of rights-of-way necessary for completion of the Project, weather related disruptions and delays of the necessary activities for completion of projects, civil or military, and any other cause, whether of the kind herein enumerated or otherwise, that is beyond the reasonable control of Transporter.

11. **Modifications or Waivers.** No modification or waiver of the terms and provisions of this Precedent Agreement shall be or become effective except by the execution by both Parties of a written amendment.

12. **Notices.** Notices under this Precedent Agreement shall be sent to:

Transporter:

Mountain Valley Pipeline, LLC
c/o MVP Holdco, LLC
EQT Plaza
625 Liberty Avenue
Pittsburgh, PA 15222
Email: smcginty@eqt.com

Shipper:

Public Service Company of North Carolina,
Incorporated
220 Operation Way MC E31
Cayce, SC 29033-3701
Email: gassupply3@scana.com

Any notice, request, instruction, correspondence or other document to be given hereunder by either Party shall be in writing and delivered personally or mailed by certified mail, postage prepaid and return receipt requested, by express courier, or by facsimile. Notice given by personal delivery, certified mail, or express courier shall be effective upon actual receipt. In the absence of proof of the actual receipt date, notice by personal delivery or overnight courier shall be deemed to have been received on the next business day after it was sent or such earlier time as is confirmed by the receiving Party, and notice given by certified mail shall be deemed to have been received five (5) business days after it was sent or such earlier time as is confirmed by the receiving Party. Notice given by facsimile shall be effective upon actual receipt if received during the recipient's normal business hours or at the beginning of recipient's next business day if received after recipient's normal business hours. All notices by facsimile shall promptly be confirmed in writing by certified mail or express courier. Any Party may change any address to which notice is to be given to it by providing written notice as provided above of such change in address.

13. **Confidentiality.** The Parties and their respective agents, employees, affiliates, officers, directors, attorneys, auditors and other representatives shall keep and maintain this Precedent Agreement, the independent provisions thereof, and the existence thereof in strict confidence, and shall not transmit, reveal, disclose or otherwise communicate any of the provisions of this Precedent Agreement or the existence thereof to any person without first obtaining the express written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed; provided, however, that such consent shall not be required to the extent that either Party determines in its reasonable judgment that any such disclosure is required by law, regulation, or order of any governmental authority of competent jurisdiction, including but not limited to the FERC and the NCUC, or that disclosure is necessary to enforce the Party's rights hereunder, to obtain necessary regulatory approvals, or to defend itself with respect to litigation. In the event that either Party receives a demand from a governmental authority to disclose any of the provisions of this Precedent Agreement, such Party shall endeavor to provide two (2) business days' notice to the other Party prior to making such disclosure. Notwithstanding the foregoing, Shipper shall not disclose the provisions of this Precedent Agreement or the existence thereof to any person prior to Transporter announcing an open season for the Project; provided, however, that the foregoing shall not apply with respect to Shipper's disclosure of the provisions of this Precedent Agreement or the existence thereof: (i) in a filing for the purpose of obtaining the NCUC Authorizations, provided

that such filing is made as a proprietary trade secret under N.C. General Statute § 132-1.2, and (ii) to the Public Staff pursuant to the Public Staff Confidentiality Agreement.

14. **Survival.** The Credit Agreement will be incorporated into the Service Agreement to be executed pursuant to this Precedent Agreement and the Credit Agreement and the provisions of Sections 7(c), 9, 13 (but only for one year), 14, 15, and 17 of this Precedent Agreement will survive the termination of this Precedent Agreement, and the Credit Agreement will remain in effect during the term of the Service Agreement.
15. **Limitations on Damages.** THE PARTIES HERETO AGREE THAT NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY PUNITIVE, SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR BUSINESS INTERRUPTIONS) ARISING OUT OF OR IN ANY MANNER RELATED TO THIS PRECEDENT AGREEMENT, AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF OR THE SOLE, CONCURRENT OR CONTRIBUTORY NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT OF EITHER PARTY.
16. **Severability.** If any provision of this Precedent Agreement is held to be invalid, illegal, or unenforceable, then: (a) the validity, legality, and enforceability of the remaining provisions will not, in any way, be affected or impaired thereby; (b) in lieu of such invalid, illegal, or unenforceable provision, there will be automatically added to this Precedent Agreement a provision as similar to such invalid, illegal, or unenforceable provision as may be possible and be legal, valid, and enforceable; and (c) upon request by either Party, the Parties will promptly enter into a written amendment to this Precedent Agreement, in form reasonably acceptable to the Parties, implementing the addition of such substituted provision.
17. **Miscellaneous.**
 - (a) All recitals and exhibits attached hereto are incorporated into this Precedent Agreement by reference and shall be deemed part of this Precedent Agreement as though they were in the main body of this Precedent Agreement.
 - (b) This Precedent Agreement shall not create any rights in third parties, and no provision of this Precedent Agreement shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than Transporter or Shipper, or their successors or permitted assignees.
 - (c) No waiver of either Party of any default by the other Party in the performance of any provision, condition or requirement herein shall be deemed a waiver of, or in any manner release the other Party from, future performance of any other provision, condition or requirement herein, nor shall such waiver be deemed to be a waiver of, or in any manner release the other Party from, future performance of the same provision, condition or requirement. Any delay or omission of either Party to exercise any right hereunder shall not impair the exercise of any such right, or any like right, accruing to it thereafter.

- (d) This Precedent Agreement must be executed and delivered by both Parties to create a binding contractual commitment.
- (e) This Precedent Agreement, and all of the terms and provisions contained herein, and the respective obligations of the Parties hereunder, are subject to all valid laws, orders, rules and regulations of duly constituted governmental authorities having jurisdiction.
- (f) This Precedent Agreement, including the exhibits attached hereto, constitutes the sole and entire agreement of Transporter and Shipper with respect to the subject matter hereof, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
- (g) The construction, interpretation, and enforcement of this Precedent Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, excluding any conflict of law rules, which would refer any matter to the laws of a jurisdiction other than the Commonwealth of Pennsylvania.
- (h) EACH PARTY HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY RIGHT TO A JURY TRIAL FOR ANY DISPUTES, CONTROVERSIES, OR CLAIMS ARISING HEREUNDER OR RELATED HERETO.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Precedent Agreement to be duly executed in several counterparts by their proper officers as of the date indicated in the signature block.

**Mountain Valley Pipeline, LLC
by and through its Founding Members**

**Public Service Company of North
Carolina, Incorporated**

MVP Holdco, LLC



Signature:

Signature:



DocuSigned by:
AED7E2F5F5EF74C0..

Name:

Name: Jeremiah J. Ashcroft III

Title:

Title: President

Date:

Date: December 20, 2017

US Marcellus Gas Infrastructure, LLC

Signature:

Name:

Title:

Date:

IN WITNESS WHEREOF, the Parties hereto have caused this Precedent Agreement to be duly executed in several counterparts by their proper officers as of the date indicated in the signature block.

**Mountain Valley Pipeline, LLC
by and through its Founding Members**

**Public Service Company of North
Carolina, Incorporated**

MVP Holdco, LLC

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

US Marcellus Gas Infrastructure, LLC

Signature:



Name: Matt Schafer

Title: Vice President - Gas Infrastructure

Date: 12/20/2017

IN WITNESS WHEREOF, the Parties hereto have caused this Precedent Agreement to be duly executed in several counterparts by their proper officers as of the date indicated in the signature block.

**Mountain Valley Pipeline, LLC
by and through its Founding Members**

**Public Service Company of North
Carolina, Incorporated**

MVP Holdco, LLC

Signature:

Signature:



Name:

Name: D. Russell Harris

Title:

Title: SVP

Date:

Date: 12/20/17

US Marcellus Gas Infrastructure, LLC

Signature:

Name:

Title:

Date:

EXHIBIT 1

RECEIPT AND DELIVERY POINTS

RATE SCHEDULE FTS ANTICIPATED SERVICE DATE – NOVEMBER 1, 2020

<u>Receipt Point</u>	<u>MDQ (Dth/Day)</u>	<u>Delivery Point</u>	<u>MDQ (Dth/Day)</u>
Mountain Valley Pipeline interconnection near Transco Station 165	250,000	Dan River Haw River	125,000 125,000
East Tennessee Natural Gas, LLC	50,000	Dan River	50,000

The Project will provide minimum delivery pressures of 650 psi at the Haw River delivery point and 700 psi at the Dan River delivery point.

[Subject to modification based on final pipeline design.]

EXHIBIT 2

CREDIT AGREEMENT

This Credit Agreement (“Agreement”) is made and entered into effective this 20th day of December, 2017, by and between Mountain Valley Pipeline, LLC (“Transporter”) and Public Service Company of North Carolina, Incorporated (“Shipper”). Each of Transporter and Shipper are sometimes referred to herein individually as “Party” or collectively as “Parties.”

WHEREAS, Transporter proposes to develop and construct new transmission facilities for its proposed pipeline project, with approximately 300,000 dekatherms (Dth) per day of planned, firm natural gas transportation capacity, such pipeline project consisting of a new greenfield natural gas pipeline system comprising approximately 70 miles of transmission pipeline and compression facilities from the interconnection with Mountain Valley Pipeline, LLC (“Mountain Valley”) in Pittsylvania County, Virginia, to planned new delivery points to be established in Rockingham and Alamance Counties, North Carolina, at Shipper’s Dan River and Haw River interconnects (hereinafter referred to as the “Project”);

WHEREAS, Transporter and Shipper entered into a Precedent Agreement, dated on or about even date herewith, for an aggregate capacity of 300,000 Dth/day of firm transportation capacity on the Project (“Precedent Agreement”);

WHEREAS, Transporter and Shipper have or will execute a Service Agreement as contemplated by and in accordance with the Precedent Agreement (“Service Agreement”);

WHEREAS, significant capital expenditures will be expended to develop and construct the Project; and

WHEREAS, Transporter desires for Shipper to commit to provide Transporter with assurance of Shipper’s performance of its financial obligations relating to or arising under the Service Agreement in consideration of Transporter’s willingness to pursue the Project in accordance with the terms of the Precedent Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, Transporter and Shipper hereby agree as follows:

1. Shipper will furnish financial information requested by Transporter and Transporter will conduct a credit evaluation of Shipper’s creditworthiness. Further, for the duration of this Agreement, the Precedent Agreement and any Service Agreement entered into pursuant to the Precedent Agreement, Shipper shall deliver to Transporter within 120 days after the close of each fiscal year Shipper’s audited financial statements that reflect the operations of Shipper for the most recent fiscal year, including, without limitation, a balance sheet, income statement, and statement of cash flows, with supporting schedules, all on a consolidated and consolidating basis and in reasonable detail; provided, if such financial statements are posted on the website of Shipper or Shipper’s parent company or are otherwise publicly available on the website of the Securities Exchange Commission or a successor agency, then Shipper shall have no obligation to deliver such financial statements to Transporter.

2. Shipper shall be deemed creditworthy if Shipper (1) has a Credit Rating (as defined below) of BBB- or better from Standard & Poor’s Rating Group (“S&P”) or its successor, and Baa3 or better from Moody’s Investor Services, Inc. (“Moody’s”) and (2) is not under review by either S&P or Moody’s for possible downgrade below the levels of BBB-and Baa3, respectively. If Shipper is rated by more than one rating agency and the existing Credit Ratings are split, then the lower Credit Rating from the rating agencies mentioned above shall be utilized.

Alternatively, Shipper shall be deemed creditworthy if Shipper has a guarantor (hereinafter referred to as the “Guarantor”) of Shipper’s obligations under the Precedent Agreement and the Service Agreement that (1) has provided an irrevocable, unconditional guaranty in a dollar amount equal to the number of months of reservation charges as shown below, in form and substance reasonably acceptable to Transporter issued by an entity which has a Credit Rating (as defined below) of BBB- or better from S&P and Baa3 or better from Moody’s and (2) is not under review by either S&P or Moody’s for possible downgrade below the level of BBB- and Baa3, respectively (the credit ratings in Tables 1 and 2 refer to Guarantor’s credit rating):

Credit Rating	Months of Charges Required	Credit Support Type
≥ BBB-/Baa3	9	Guaranty, as applicable
BB+/Ba1	12	As Agreed
BB/Ba2	12	As Agreed
BB-/Ba3 or unrated	12	As Agreed

Shipper agrees that it shall meet the creditworthiness requirements at all times during the term of this Agreement and shall inform the Transporter immediately of any changes in its Credit Rating or financial condition. Without limitation of the foregoing, Shipper shall, upon written request, affirmatively demonstrate to the Transporter Shipper’s compliance with the creditworthiness requirements set forth herein. Notwithstanding the foregoing, if at any time and from time to time Shipper does not meet the requirements set forth in the first sentence of this Section 2, Shipper may be accepted as creditworthy by Transporter if Transporter determines that, notwithstanding the absence of an acceptable credit rating, the financial position of Shipper is acceptable to Transporter.

3. Notwithstanding the financial information reporting requirements outlined in Section 1, the Parties acknowledge that Shipper’s and Guarantor’s credit quality, as applicable, may change over time, and Transporter shall have the right to obtain updated or additional financial information from Shipper and Guarantor, as applicable, at any time to assess its current creditworthiness. If at any time during the period extending from the Effective Date of the Precedent Agreement through the end of the primary term of the Service Agreement, Shipper or Guarantor, as applicable, fails to demonstrate its creditworthiness to Transporter in accordance with Section 2 of this Credit

Agreement or Transporter's Tariff or if Shipper or Guarantor loses its creditworthy status, then Transporter may require Shipper and Guarantor to provide and maintain additional credit assurance, in form and substance reasonably acceptable to Transporter in accordance with this Credit Agreement and Transporter's Tariff, and in a dollar amount up to the number of months of reservation charges under the Service Agreement as provided in Table 3 below. If Shipper fails to provide Transporter with the appropriate additional credit assurance as provided in Table 3 below within three (3) business days after Transporter's written request therefor, then Transporter may, without waiving any rights or remedies it may have, suspend further service until Shipper's compliance is obtained and if compliance is not obtained within a ten (10) day period then Transporter shall no longer be obligated to continue to provide service to Shipper. Transporter agrees that any of the following may be proposed by Shipper or Guarantor as an alternate form of credit assurance in an amount at least equal to the "Amount of Credit Assurance" set forth in Table 3 below in this Section 3, subject to such alternative being reasonably acceptable to Transporter and fully satisfactory in form and substance:

(i) an irrevocable standby letter of credit (the "Letter of Credit") for the benefit of Transporter, in form and substance satisfactory to Transporter, in its reasonable discretion, in a dollar amount not to exceed a maximum of the number of months of reservation charges under the Service Agreement as provided in Table 3 below;

a. The issuer (the "Issuer") of the Letter of Credit shall have and maintain \$10 billion in assets and a senior unsecured bond rating (unenhanced by third-party support) equivalent to A- or better as determined by all rating agencies that have provided such a rating, and if ratings from either S&P and Moody's are not available, equivalent ratings from alternate rating sources reasonably acceptable to Transporter. If such rating is equivalent to A-, the Issuer must not be on credit watch or have a negative outlook by any rating agency;

(ii) a prepayment, in an amount not to exceed a maximum of the number of months of reservation charges under the Service Agreement as provided in Table 3 below in advance for service on Transporter's System;

(iii) a grant to Transporter of a security interest in collateral, the value of which is mutually agreed upon by Transporter and Shipper, to secure a dollar amount not to exceed a maximum of the number of months of reservation charges under the Service Agreement as provided in Table 3 below;

(iv) a guarantee by an entity that is a U.S. incorporated or organized entity that owns all of the equity of Shipper, which entity satisfies Transporter's credit appraisal for an amount not to exceed a maximum of the number of months of reservation charges under the Service Agreement as provided in the tables below; and

(v) other mutually agreeable forms and value of credit assurances to secure payment for an amount not to exceed a maximum of the number of months of reservation charges under the Service Agreement as provided in Table 3 below.

"Credit Rating" is defined to be a party's senior unsecured debt rating as assigned by S&P and Moody's. In the event either S&P or Moody's discontinues its rating services, such that only

one of the aforementioned rating agencies exist, Transporter and Shipper agree to discuss possible alternative agencies that rate senior unsecured debt.

If additional credit assurance pursuant to this Section 3 is required, it must be provided according to the following schedule as shown in Table 3 below:

Table 3

Shipper's or Guarantor's S&P Credit Rating*	Shipper's or Guarantor's Moody's Credit Rating*	Determination Date	Amount of Credit Assurance
BBB- or better	Baa3 or better	N/A	None
BB+ or below	Bal or below	Effective Date of Precedent Agreement	2 months of reservation charges under the Service Agreement
		Date of Issuance of FERC Certificate for Project	The amount set forth in Table 1 above
		Service Commencement Date under Precedent Agreement	The amount set forth in Table 1 above

* In the event Shipper's or Guarantor's Credit Rating from S&P and Moody's is not equivalent, on a relative scale, then the lower Credit Rating shall apply.

Shipper shall provide and maintain such required additional credit assurance to Transporter, in the amount specified in Table 3 above, for the duration of any Service Agreement entered pursuant to the Precedent Agreement, or until such earlier time when Shipper's or Guarantor's Credit Rating is equal to a BBB- or better with a stable or positive outlook by S&P and Baa3 or better with a stable or positive outlook by Moody's.

4. To the extent not inconsistent with any other provision herein, each Party reserves all of its rights pursuant to Transporter's Tariff, pursuant to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction (including the Federal Energy Regulatory Commission), and pursuant to other contractual arrangements with the other, and pursuant to any other applicable legal or equitable rights. In the event of a conflict or ambiguity as between this Credit Agreement and the creditworthiness provisions of Transporter's Tariff, the provisions of this Credit Agreement shall prevail unless such provisions are in conflict with then governing FERC regulations or policies.

5. This Agreement does not, and is not intended to, create a third party beneficiary relationship between or among Transporter, Shipper, and any third party.

6. THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, EXCEPT THAT ANY CONFLICT OF LAWS RULE OF THE COMMONWEALTH OF PENNSYLVANIA THAT WOULD REQUIRE REFERENCE TO THE LAWS OF SOME OTHER STATE OR JURISDICTION SHALL BE DISREGARDED.

7. This Agreement shall become effective as of the date first set forth above; provided, notwithstanding any other provision of this Agreement, the credit support requirements set forth in Sections 2 and 3 of this Agreement must be received by Transporter prior to the dates set forth in the tables in Section 3 for Shipper. This Agreement may be terminated by either Party upon the later of (a) the date the Precedent Agreement is lawfully terminated and full payment of all outstanding balances and charges has been made by Shipper, and (b) the latest date on which any Service Agreement entered pursuant to the Precedent Agreement is lawfully terminated and full payment of all outstanding balances and charges has been made by Shipper. In the event that all or a portion of the Precedent Agreement or the Service Agreement is permanently and entirely assigned to a third party, this Agreement shall terminate on the date that any and all such portions of the permanently assigned Service Agreement or the Precedent Agreement, as the case may be, are lawfully terminated and full payment of all outstanding balances and charges for transportation service rendered prior to the effective date of such assignment has been made by Shipper to Transporter.

8. Any entity that shall succeed by purchase, merger, consolidation, or other transfer to the properties of either Transporter or Shipper, substantially or in entirety, shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement. Other than as set forth in the preceding sentence, no assignment of this Agreement or of any of the rights or obligations hereunder shall be made, unless there first shall have been obtained the written consent thereto of the other Party to this Agreement, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, either Party shall have the right, without obtaining the other Party's consent, to pledge or assign its rights under this Agreement or the Precedent Agreement as collateral security for its indebtedness. In addition, this Agreement is assignable in whole or in part by Transporter without the prior consent of the Shipper to any current or future entity affiliated with Transporter or any of its owners or any joint venture or other entity formed for purposes of owning and/or operating the Project.

9. This Agreement sets forth all understandings and agreements between the Parties respecting the subject matter hereof, and all prior agreements, understandings, and representations, whether written or oral, respecting the subject matter hereof are merged into and superseded by this Agreement.

10. No presumption shall operate in favor of or against any Party as a result of any responsibility or role that any Party may have had in the drafting of this Agreement.

[Signature Page Follows]

Confidential

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first hereinabove written.

**Mountain Valley Pipeline, LLC,
by and through its Funding Members:**

**Public Service Company of North
Carolina, Incorporated**

MVP Holdco, LLC



By:  _____
AED7E2F5FEF74C0.

By: _____

Print Name: Jeremiah J. Ashcroft III

Print Name: _____

Title: President

Title: _____

US Marcellus Gas Infrastructure, LLC

By: _____

Print Name: _____

Title: _____

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first hereinabove written.

**Mountain Valley Pipeline, LLC,
by and through its Funding Members:**

**Public Service Company of North
Carolina, Incorporated**

MVP Holdco, LLC

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

US Marcellus Gas Infrastructure, LLC

By: *Matt Schafer*

Print Name: Matt Schafer

Title: Vice President - Gas Infrastructure

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first hereinabove written.

**Mountain Valley Pipeline, LLC,
by and through its Funding Members:**

**Public Service Company of North
Carolina, Incorporated**

MVP Holdco, LLC

By: _____

By: MS Randall

Print Name: _____

Print Name: M. SHAUN RANDALL

Title: _____

Title: V.P. - GAS SERVICES

US Marcellus Gas Infrastructure, LLC

By: _____

Print Name: _____

Title: _____

EXHIBIT 3

NEGOTIATED RATE ADJUSTMENT

Project Cost Adjustment

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

EXHIBIT 4

METHODOLOGY FOR DETERMINING FUEL AND LOST AND UNACCOUNTED FOR GAS

In addition to the fixed Monthly Reservation Rate as set forth in the FERC Gas Tariff or as otherwise agreed to by Transporter and Shipper, Shipper shall pay for all Project service: (1) actual fuel and lost and unaccounted-for gas to recover fuel usage, lost and unaccounted for gas on the Project (“Retainage Factor”), (2) the applicable FERC ACA surcharge, and (3) any future surcharges either mandated by FERC or initiated by another governmental agency or an entity not affiliated with Transporter which are approved by FERC.

Transporter will retain 0.5% of Shipper’s nominated receipts volumes to recover fuel and lost and unaccounted for gas.

Transporter will track the actual fuel and lost and unaccounted for gas experienced to provide transportation service on the system. Transporter will account for all under or over recovered fuel and lost and unaccounted for gas in FERC Account 186. Beginning with the date the Project is placed into service, Transporter shall adjust the Retainage Factor from time to time, but at least on a quarterly basis, to more accurately reflect actual experienced fuel and lost and unaccounted for gas on Transporter’s transmission system, plus or minus any under or over-recovered fuel and lost and unaccounted for gas; however, in no event will the Retainage Factor be less than zero. Transporter shall file with FERC for approval to adjust the Retainage Factor to reflect changes in the actual experienced fuel and unaccounted for gas on Transporter’s transmission system in accordance with Section 6.28 of Transporter’s FERC Gas Tariff. The resulting Retainage Factor shall be effective until the effective date of Transporter’s next succeeding Retainage Factor Filing.



January 2016

Southeast U.S. Natural Gas Market Demand in Support of the Mountain Valley Pipeline Project

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Introduction

The developers of the Mountain Valley Pipeline ("MVP") project retained Wood Mackenzie to analyse the long term natural gas market in the Southeast United States (the "Southeast"), one of the destination markets for the MVP project.¹ Wood Mackenzie is an industry leading energy consulting firm and provider of energy market research, data and insights. This report presents the findings of our independent analysis. Wood Mackenzie is advised that the MVP project sponsors may include all or parts of this report in certificate application filings before the Federal Energy Regulatory Commission (FERC).

As designed, the proposed Mountain Valley Pipeline project will traverse from its origin at receipt points in Wetzel County, West Virginia, to a terminus interconnection with the Williams Partners L.P.'s gas pipeline – Transco ("Transco") system at its compressor station 165 in Pittsylvania County, Virginia. When placed into service MVP will provide consumers across a broad region of the Southeast United States and other markets with firm gas transportation access to the prolific and relatively low cost gas reserves of the Marcellus and Utica shales in West Virginia, Pennsylvania, and Ohio.²

The Southeast is a large natural gas market, and among the fastest growing consuming regions in North America. New pipeline capacity will be required to satisfy the projected demand requirements. In addition to Southeast demand growth, MVP will also support the region's and other region's migration away from their traditional Gulf Coast and Mid-continent gas supplies as gas market conditions make Marcellus and Utica production more economic for consumers. These capacity demand drivers and other relevant factors impacting the Southeast gas market and the need for MVP are addressed in this report, which is organized as follows:

- Executive Summary - presents the primary findings of our analysis.
- Section 1 – explains our approach to the report and describes the intellectual property and analytical methods used in producing it.
- Section 2 – provides a sectoral analysis of historical Southeast gas market consumption for the 5-year period 2010 to 2014.
- Section 3 – identifies the sources of gas supply used to satisfy regional demand based on reported gas pipeline flows into the region.
- Section 4 – presents Wood Mackenzie's long term Southeast gas demand forecast through 2030. These projections help define MVP's role in serving both current and growing gas demand requirements.
- Section 5 – provides concluding comments and summary capacity requirement estimates.

¹ For this report, the "Southeast" gas market includes the states of Virginia, North Carolina, South Carolina, Tennessee, Georgia, Alabama and Florida. West Virginia is also included in states served by MVP.

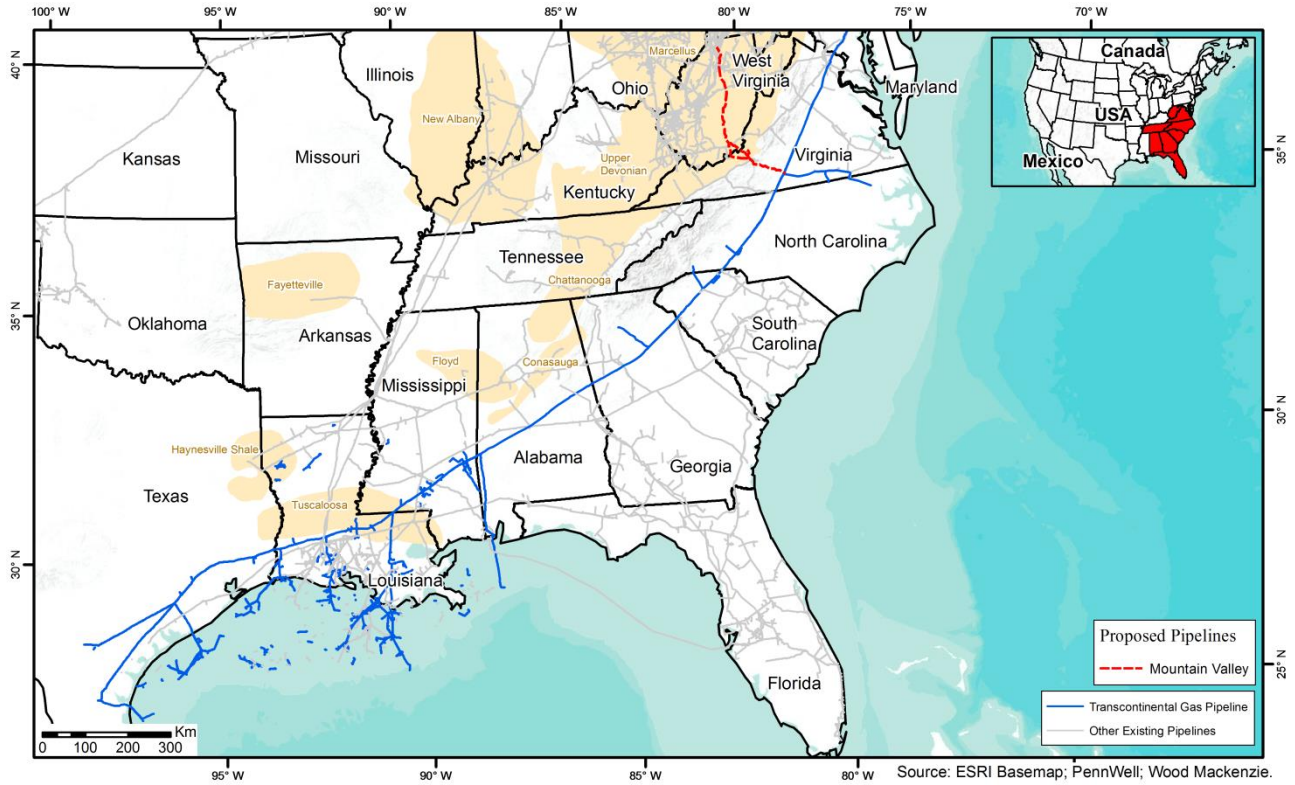
² Marcellus and Utica shale natural gas are variously referred to as "Appalachian" and "Northeast" gas supply in this report.

- The Appendix includes supporting tables and other relevant exhibits based on our research.

Executive Summary

MVP will serve markets in the Southeast that historically have been supplied by gas production from the Gulf Coast and Mid-continent producing regions.³ MVP's nexus to the Southeast market is seen in the map below.

Figure 1 Mountain Valley Pipeline project and the Southeast market



As summarized below and discussed in detail in this report, the demand for natural gas and firm transportation in the Southeast are expected to grow, in particular as a fuel for natural gas-fired generation to maintain pace with the region's growing demand for electricity and carbon emissions goals. Wood Mackenzie research indicates that by 2030, MVP will be needed to serve as much as 8.3 bcf/d of new demand for pipeline capacity in the Southeast and existing pipeline capacity demand that is currently flowing gas production from Gulf Coast and Mid-continent producing basins.

Unlike most other regions on the interstate pipeline grid, the Southeast generally lacks the geology for in-ground natural gas storage. This means that peak demand periods must largely be satisfied by pipeline capacity or LNG peak-shaving facilities and as a result, the gas pipeline system must be designed to not only serve annual average demand, but peak requirements as well.

As detailed in this report, Wood Mackenzie analysis finds that:

³ The Gulf Coast producing region primarily includes onshore gas plays in Texas, Louisiana, and Mississippi. The Gulf Coast reference can also include the offshore blocks of the Gulf of Mexico ("GOM"). Mid-continent production broadly includes gas supplies from Oklahoma, Kansas and Arkansas.

Historical Demand and Supply (2010-2015)

- Southeast average daily consumption grew at a compound annual growth rate ("CAGR") of 3.7% from 2010 to 2014. This is equivalent to a 15.5% average daily increase of 1.5 bcf/d (9.7 to 11.2 bcf/d). Estimates for 2015 indicate demand will grow another 0.4 bcf/d.
- Gas use in power generation grew at a 4.8% CAGR, equivalent to 1.0 bcf/d between 2010 and 2014, as an estimated 16.5 gigawatts of coal-fired plants were replaced by more than 18.0 gigawatts of gas-fired units between 2010 and 2014.
- Core⁴ and other market sector demand have grown, accounting for approximately 15 to 20 percent of total regional demand.
- The Southeast has growing demand during the winter months, as evidenced by average daily demand in January 2014, which was 3.5 bcf/d higher (32%) than the 2014 annual average. January 2014 average daily demand was 2.5 bcf/d higher than January 2013.
- Southeast gas buyers procured approximately 53% of the region's gas supplies from Gulf Coast producing basins in 2014. This reflects a 5% market share decrease from 2013.

Forecast Demand and Supply (2015-2030)

- In total, growing Southeast gas demand could require as much as 8.3 bcf/d of new pipeline capacity by 2030,
- Southeast average daily demand is projected to grow by 4.2 bcf/d through 2030 when compared to 2015 estimates. Interim demand grows 2.4 bcf/d by 2020, and 3.6 bcf/d by 2025.
- New pipeline capacity from the Appalachian Basin will enable Southeast buyers to ultimately shift as much as 3.3 bcf/d of current Gulf Coast and Mid-continent supply purchases to Marcellus and Utica sources.
- Peak hour gas demand for electric generation, stated in terms of rateable daily demand, required approximately 4.5 bcf/d of capacity in 2015. New power load through 2030 projects to increase pipeline capacity requirements by an estimated .8 bcf/d to manage hourly demand swings. Note that there is no stated allowance for current hourly swings.
- Power generation is the largest consuming (~60%) and fastest growing Southeast demand sector, with winter and summer average daily demand increasing by approximately 2.1 and 3.7 bcf/d, respectively, by 2030.
- Core and other market sectors are projected to expand at a 1.6% CAGR over the 2015-2030 period, with demand growth being highest in the winter season.

⁴ "Core" market demand in the natural gas industry is comprised of the residential, commercial and industrial sectors, each of which experiences heavy demand during the winter season.

This demand growth, past and projected, will require new sources of gas supply and transportation capacity. Wood Mackenzie forecasts the need for new gas pipeline capacity from Appalachia to the Southeast – the corridor and one of the markets to be served by MVP.

Section 1 – Analytical Approach

Wood Mackenzie develops gas market forecasts based on a deep analysis of market fundamentals: supply, demand and the infrastructure linking sources to uses. Each of these elements is the subject of continuous research such that market outlooks reflect the most recent trends and impacts of key variables affecting the market. The analysis is further supported by proprietary models that forecast gas prices and flows under equilibrium conditions.

Figure 2 Wood Mackenzie's integrated global and cross commodity approach

Gas Pipeline Competition Model (GPCM)

- » Third-party model, completely customized by Wood Mackenzie, reflecting our proprietary datasets and integrating with our other models.
- » Disaggregated demand curves consistent with GGM input
- » Detailed pipeline grid data identifying sub-regional or pipe-specific constraints
- » Produces highly disaggregated regional supply & demand results, and detailed monthly prices

Global Gas Model

- » Proprietary Wood Mackenzie model
- » Global input data on supply, demand, liquefaction, regas, piped flows, and LNG shipping
- » Analyses North America LNG imports and exports with global context under a range of market conditions across target export markets

NA Gas Supply Model

- » Proprietary Wood Mackenzie model built in conjunction with our Upstream team
- » Produces highly granular supply forecasts based on both corporate makeup and sub-play characteristics
- » Utilizes type well and reserves analysis from our upstream group and our internal demand/basis modelling to determine drilling, production, and the marginal sub-play

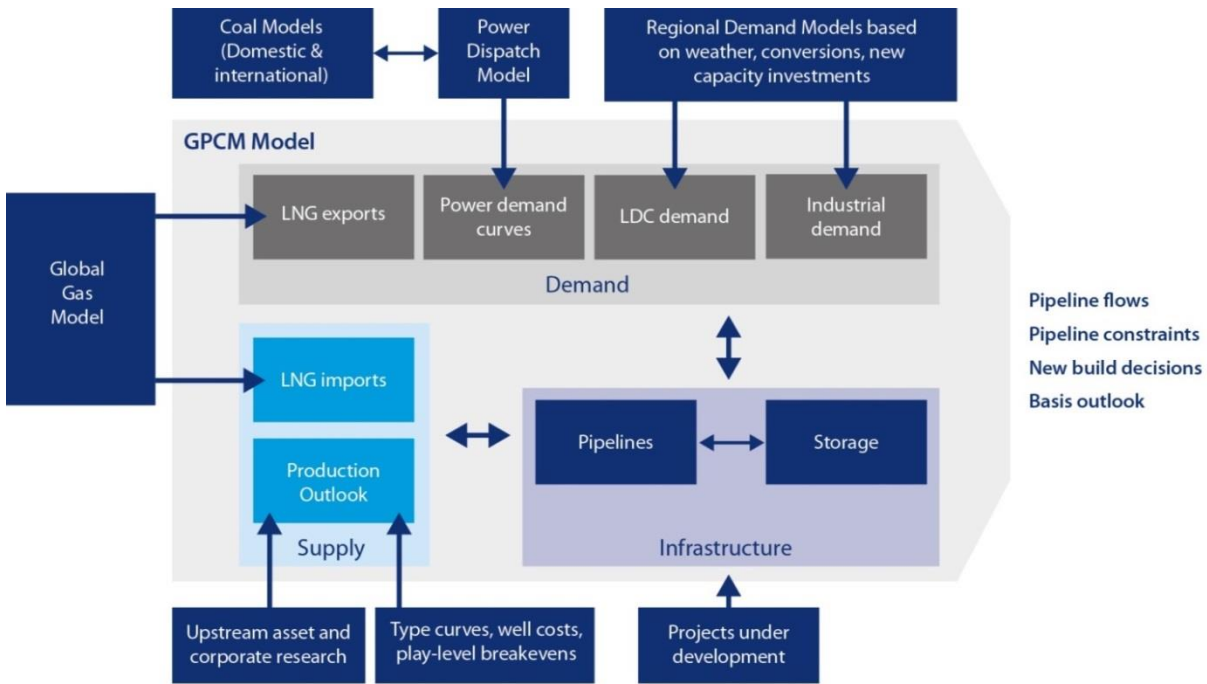
Demand models

- » Weather-based models for residential and commercial demand
- » Industrial and transportation demand outlook reflecting oil and chemicals market outlook, focused on new project build and economic growth
- » Power demand curves from Aurora, which is run by our Americas Power and Renewables group, with input from PRISM, our proprietary model of North American coal mines and plants



Models are run iteratively together to produce an integrated forecast that makes sense on a local, national and global level

Figure 3 Wood Mackenzie's North America gas modelling



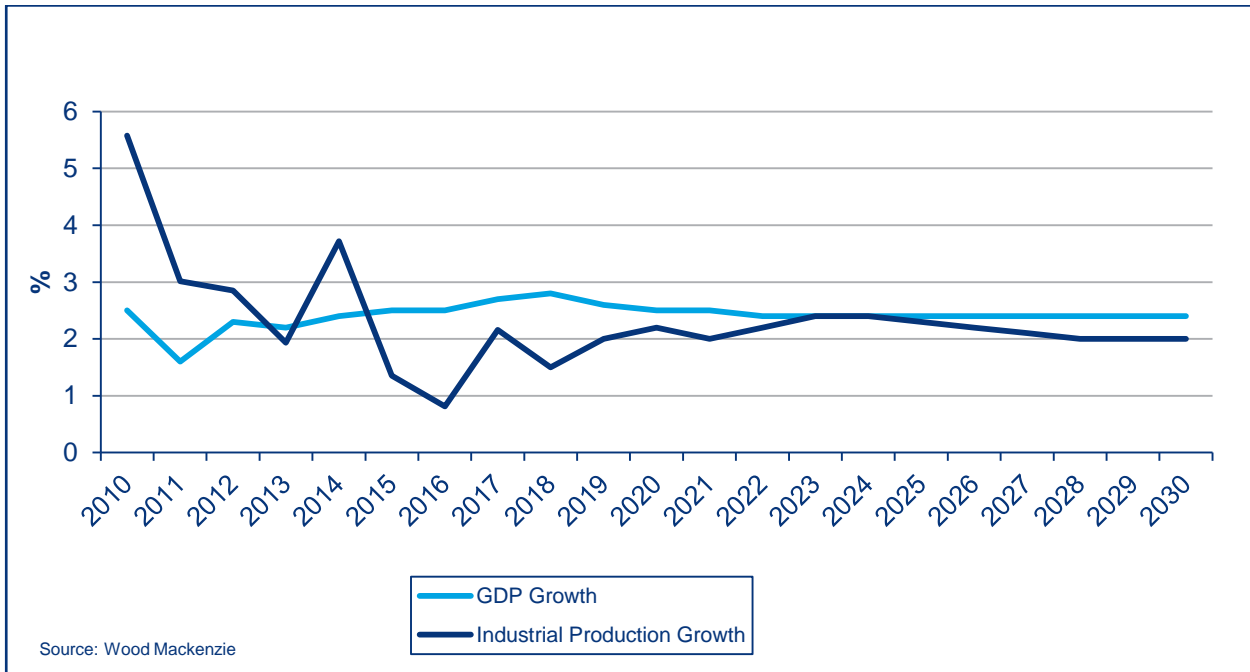
Source: Wood Mackenzie

A distinguishing characteristic of Wood Mackenzie gas market forecasts is the extent to which views on the natural gas market reflect the integrated nature of energy markets. When producing its forecasts Wood Mackenzie analysts ensure internal consistency of assumptions and outputs across all fuels and power markets. These processes yield robust results and insights into the interaction among fuel markets. In particular for this report, Wood Mackenzie has undertaken extensive research on the expected migration of regional power markets from coal- to gas-fired generation.

Energy market forecasts require extensive and important assumptions. Wood Mackenzie's analysts conduct extensive detailed research into their respective focus areas, relying on public and proprietary sources. Assumptions that are most relevant to this study and report are summarized here and discussed more in the Appendix.

- Wood Mackenzie assumes U.S. GDP growth to peak at 2.8% in 2018 before stabilizing at 2.4% in the long-term. We assume inflation to remain at 2.0% per year
- We expect industrial production to oscillate between 1 and 2.5% before stabilizing at 2% at the end of the study period
- Population growth is based on the United Nations, World Population Prospects

Chart 1 U.S. GDP growth and industrial production projection



Our data is subject to a rigorous integrity checking and quality control process carried out across several teams. In Wood Mackenzie, we strive to publish a single integrated market outlook across the entire globe and energy value chain. Hence, there is natural check in place as the analysis and the data behind the analysis feeds into the analysis of other parts of the Wood Mackenzie analytical network.

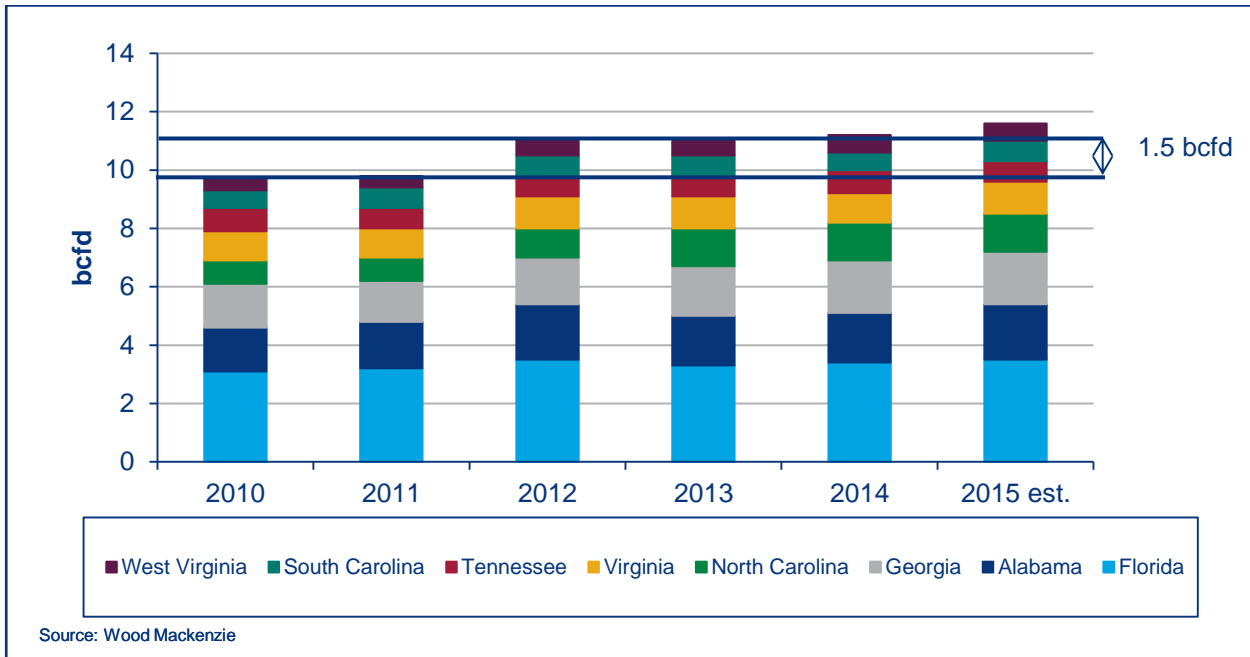
Inter-team discussions and data reviews are a core part of the data validation process. In this way, we have in place a comprehensive set of checks, which are carried out during every update cycle at zone, country, regional and global level. This includes, but is not limited to, iteration between models where the output from one model is an input into another, team discussions, peer review, and knowledge sharing. In addition, Wood Mackenzie client feedback and regular interaction with key regional market players contributes to data validation and enhancement.

Section 2 – Historical Southeast Gas Consumption (2010 – 2015e)

Natural gas consumption in the Southeast has grown at an annual rate of 3.7% from 2010 to 2014. This equates to a 15.5% average daily volume increase of 1.5 bcf/d from 9.7 to 11.2 bcf/d over the period.

The fastest absolute growth occurred in the most populous states, with Florida accounting for the largest increases. Chart 2 below illustrates that the increases in regional gas consumption have been comparatively broad-based across all states. Georgia, Alabama and North Carolina, in particular, have shown the fastest increases in gas use with a combined 1.0 bcf/d growth over the period.

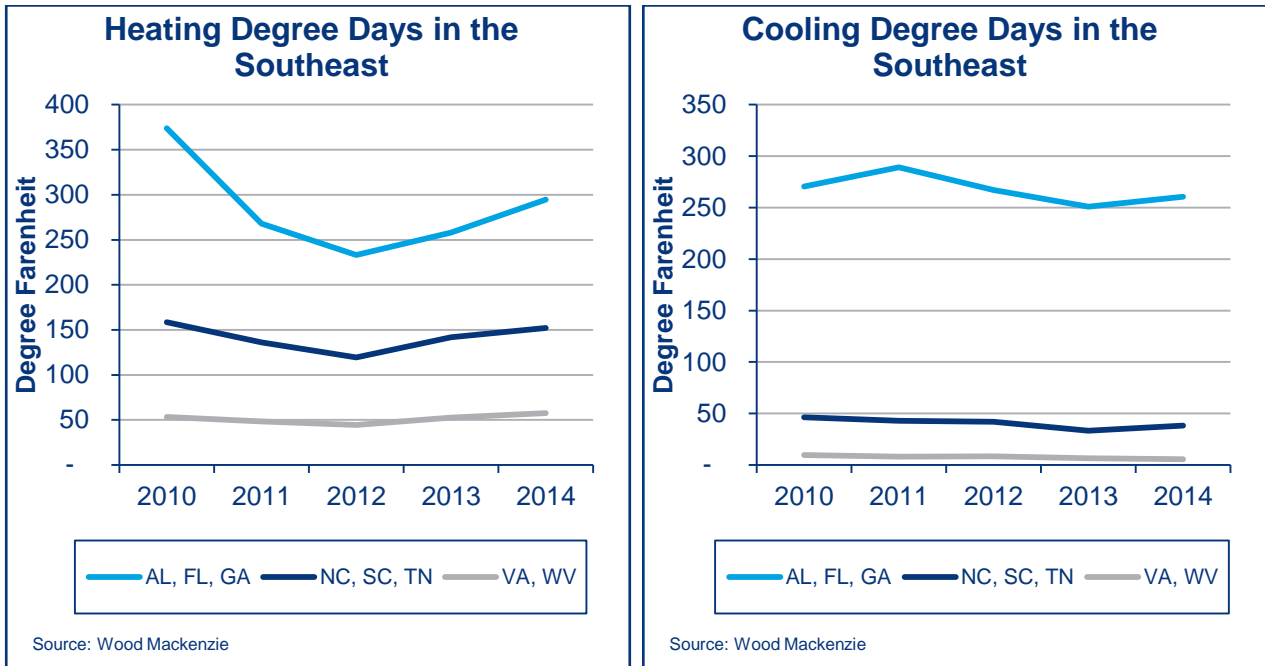
Chart 2 Growing daily gas consumption in the Southeast U.S. (2010 – 2015e)



The primary driver for increased gas consumption has been the expanded role of gas-fired power generation, which grew at an annual rate of 5.8%, owing in part to the Mercury and Air Toxics Standards (MATS) regulations that accelerated the retirements of coal plants. Between 2010 and 2015, generators retired an estimated 16.5 gigawatts (GW) of coal-fired plants and placed more than 18.0 GW of gas-fired plants into service, effectively shifting more of the regional electric dispatch to natural gas plants.

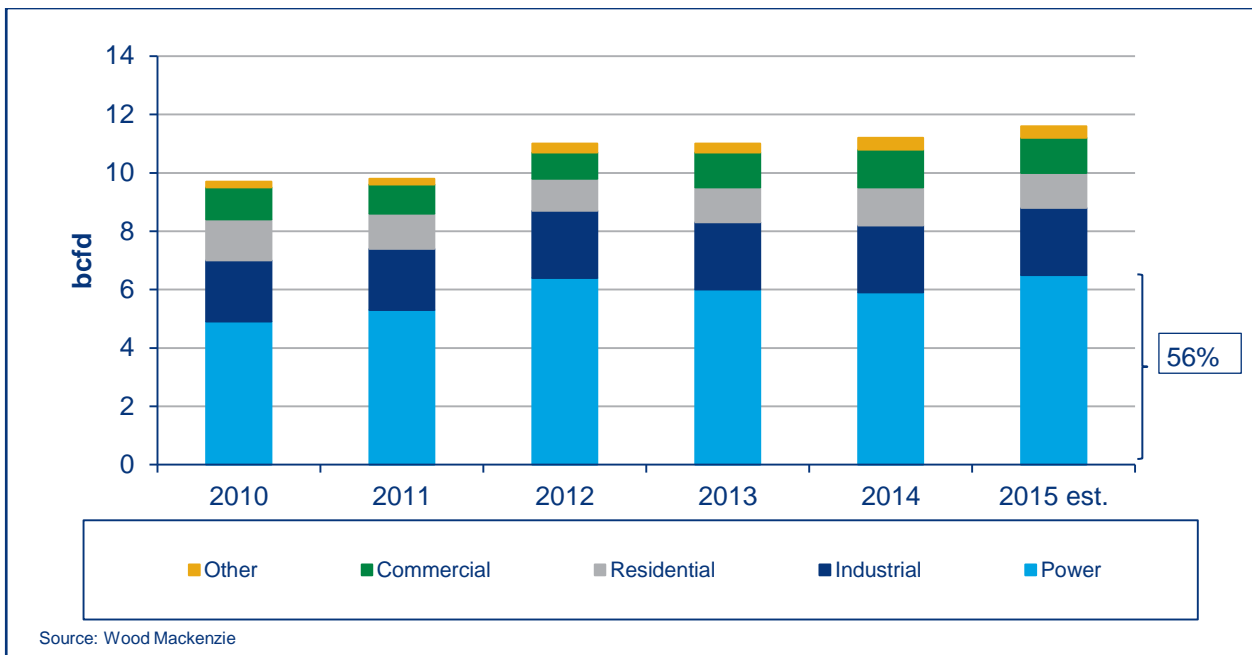
Southeast demand growth over 2010-2014 appears not to have been disproportionately affected, either to the negative or positive, by non-normal weather conditions when viewed over an entire winter or summer season. Wood Mackenzie's review of heating and cooling degree-days, as illustrated in Chart 3 below, shows that seasonal and average temperatures have not exerted major upward or downward impacts on consumption.

Chart 3 Southeast Heating Degree Days and Cooling Degree Days (2010-2014)



As discussed above and illustrated below in Chart 4, natural gas-fired power generation has increased by nearly 2 bcf/d and accounts for the largest share of regional gas consumption growth. Chart 4 also shows that other market sectors have grown, accounting for approximately 15 to 20 percent of the aggregate average annual day growth. Since these other sectors include core winter season customers, the peak-day percentage demand growth rates can be higher and comprise a larger percentage of total daily capacity requirements than observed with annual average-day data.

Chart 4 Southeast average daily gas demand, by sector

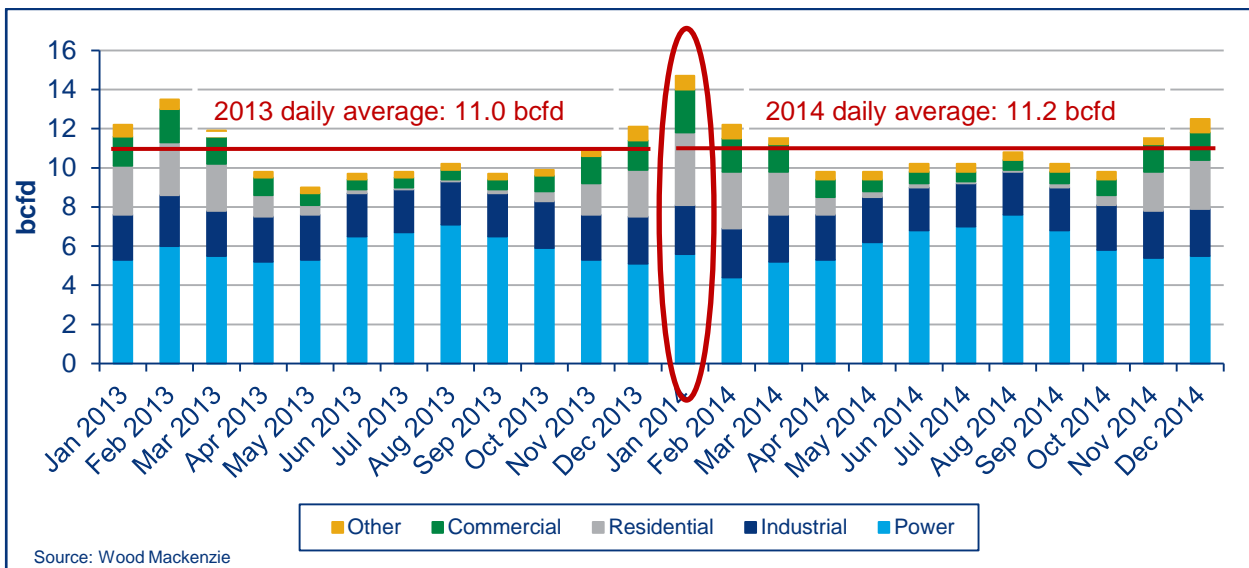


Seasonal Demand

The average annual daily demand figures discussed above are an important benchmark for measuring growth. The Southeast, however, remains a highly seasonal market with gas demand being highest in the winter months due to space heating requirements. Assessments of regional pipeline capacity adequacy should consider the higher daily demand that occurs during the peak winter months. There is also a strong summer peak as power generation use increases to meet air conditioning requirements.

Chart 5 below shows average daily demand across the Southeast, *by month*. Note that during January 2014, spurred in part by the Polar Vortex⁵ cold weather episodes that occurred that season, average daily demand was more than 3.5 bcf/d higher than the annual average day for that year. In all, daily demand in the coldest 2013 and 2014 months was 26 and 32 percent, respectively, higher than the average annual daily consumption.

Chart 5 Average daily gas demand by Southeast U.S. sector (2013-2014)



Peak Demand

The monthly average daily demand graphed above does not reflect higher peak/design day⁶ demand that often occurs during extreme weather conditions. Peak-day, design-day and average annual daily consumption can grow at different rates, such that peak-day and design-day supply capacity may be inadequate, even though installed capacity is sufficient for serving annual average demand. Individual utilities, among other consumers, take peak

⁵ Gas demand in parts of the Southeast market spiked materially during the "Polar Vortex" cold fronts that swept across much of the eastern United States and Canada in the winter of 2013/2014.

⁶ References vary, but in this report "peak-day" refers to the highest consumption, heating-degree day or cooling degree day figures occurring in a given year. "Design-day" references an analytical peak over an extended year period (e.g.10-100+ years) used in capacity planning. Both figures will be greater than average annual day figures.

and design demand conditions into account when planning their gas pipeline capacity portfolios.

Peak/design considerations are becoming increasingly relevant as winter-season gas-fired generation expands in the Southeast and shares resources with other regional markets, such as the Mid-Atlantic and Northeast U.S. Electric reliability, going forward, will depend more on incremental gas capacity that can satisfy energy needs and provide operating flexibility during the course of an operating day.

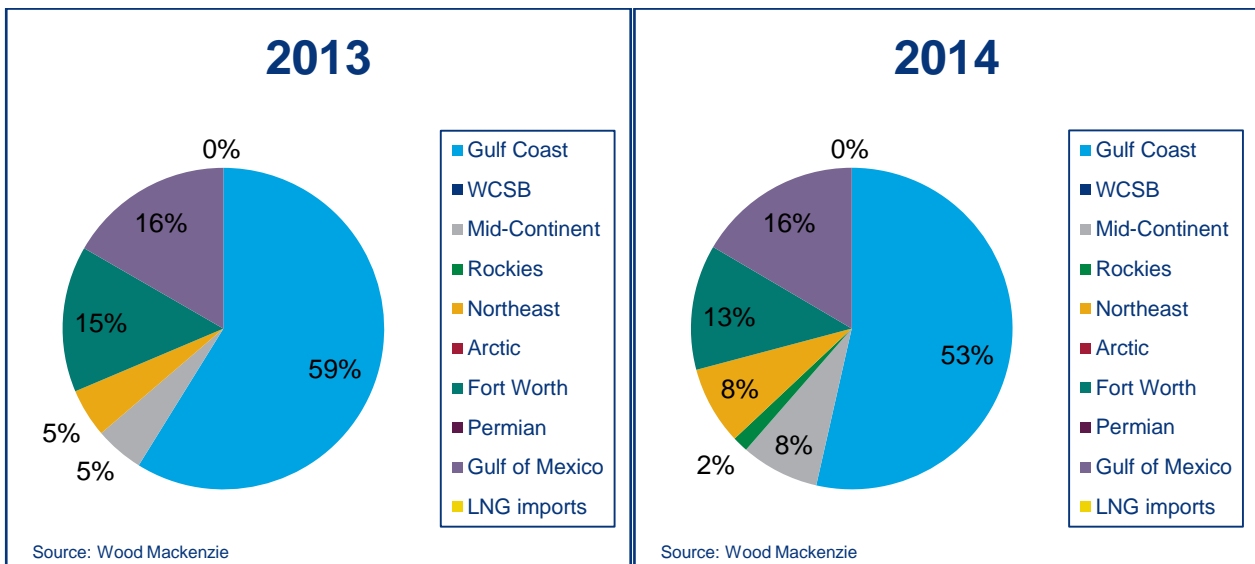
Section 3 – Southeast Gas Supply and Pipeline Utilization (2014)

The Southeast region states have historically been served by gas supply originating from the Gulf Coast and Mid-continent production regions. This gas flows eastward into the Southeast consuming markets, with additional gas then flowing up to the Mid-Atlantic and New England.

Historically, the majority of gas supplies delivered into the market have been sourced from producing fields and pipeline interconnections in the Gulf Coast. During 2014, the Southeast states, south of West Virginia and Virginia, sourced nearly three-quarters of their gas supplies from the onshore Gulf Coast and offshore Gulf of Mexico fields.

In response to strong Southeast market demand growth and declining Gulf Coast production, pipeline operators first expanded transportation linkages to Mid-continent fields in Oklahoma and Arkansas via new pipelines to Alabama, where downstream pipelines take receipt for final transportation delivery. Chart 6 below provides a comparison of Southeast source volumes from 2013 to 2014.

Chart 6 Natural gas supply sources for the Southeast



At the same time, Chart 6 also shows a shift from Gulf Coast region (which includes onshore Gulf Coast states and offshore Gulf of Mexico in the chart above) to Northeast (Appalachian Basin) gas supply, which is a more recent trend. This change has been relatively modest so far in the Southeast, due to the lack of pipeline capacity from the Northeast. Appendix Charts 16, 17 and 18 show this migration to new supplies by Southeast sub-region.

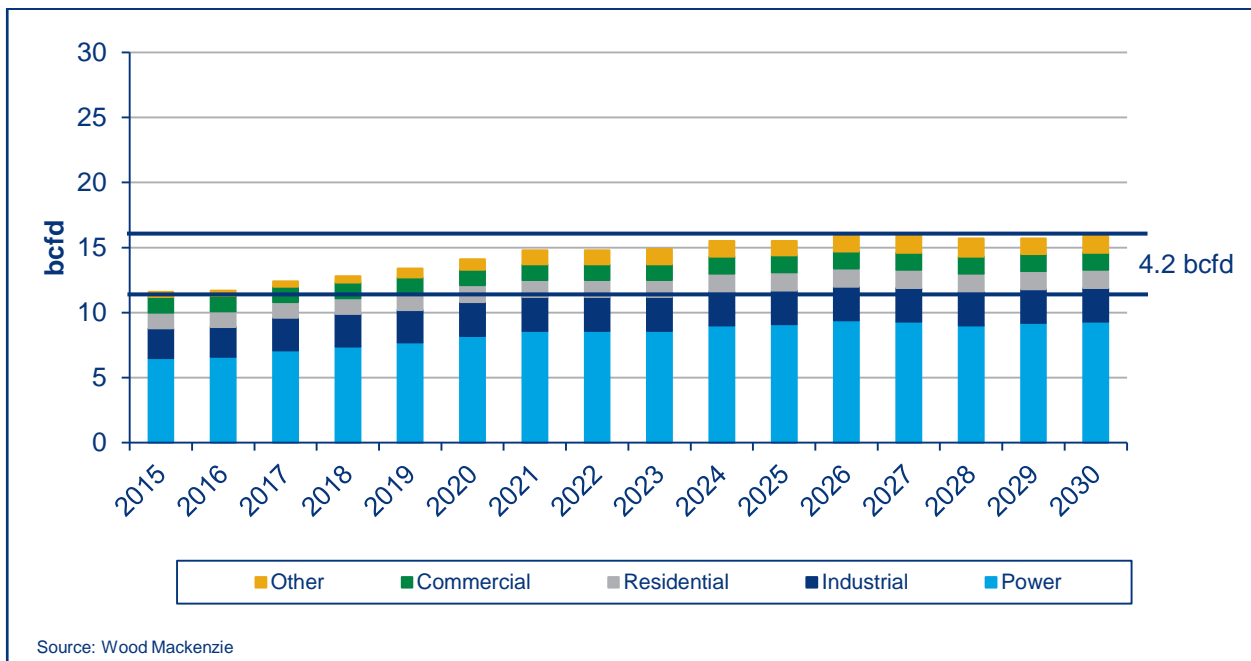
Wood Mackenzie believes that the Marcellus and Utica will become the principal source of gas supply growth in the Southeast U.S. and that this gas supply will be key in serving both existing demand and demand growth in the Southeast. As discussed below, growing Gulf Coast market growth will increasingly compete for supplies that have historically flowed into the Southeast, highlighting the need for new supply sources and pipeline capacity.

Section 4 – Long-Term Southeast Demand Outlook (2015-2030)

Planning standards for developing new pipeline capacity can vary, but most often benchmark regional capacity against average annual, seasonal and daily measures of market demand growth. This section reviews Wood Mackenzie's long term outlook for the Southeast.

The Southeast is very large and one of the fastest growing gas consuming regions in North America. As seen in the graph below, through 2030, average annual daily demand is projected to increase by 4.2 bcf/d at a 2.1% CAGR, which equates to 3.5 bcf/d by 2030 in the winter months, and up to 2.3% annually in the summer months.

Chart 7 Projected sectoral Southeast gas demand - Annual daily average



As noted, average annual demand projections are one measure of a region's pipeline capacity requirements. Taken alone, however, average annual demand estimates provide an incomplete assessment of capacity needs, and for that reason should be considered in tandem with corresponding peak seasonal and daily demand projections which are often higher. These are discussed in more detail below in the review of Southeast pipeline capacity drivers.

Three main factors underscore the need for new gas pipeline capacity and supply in the Southeast.

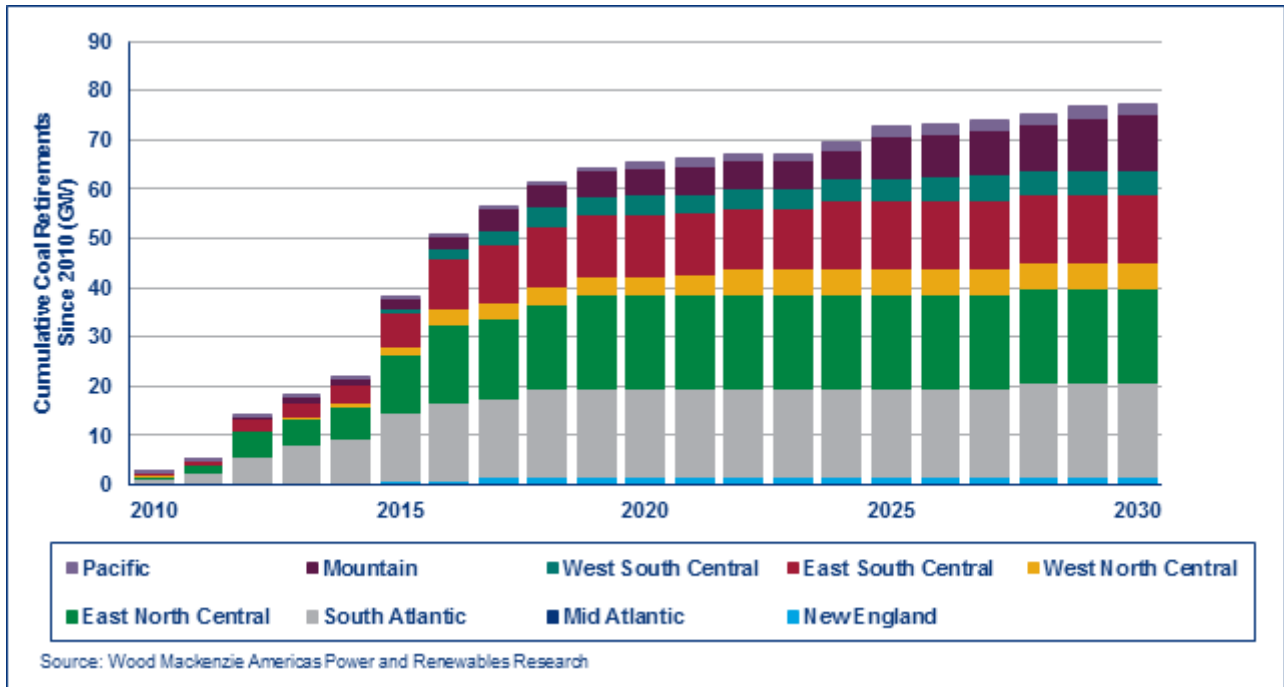
1. Power generation. The Southeast leads all regions in total projected migration from coal- to gas-fired power generation.

2. Peak period demand growth. In addition to seasonal peak demand spikes in core market sectors, significant pipeline capacity will be required to meet the peak hour dispatch rates in gas-fired power generation.
3. Economic supply displacement. Buyers reduce purchases of current Gulf Coast gas supply sources in favor of more economic Marcellus and Utica production.

Power Generation – Coal retirements drive Southeast growth in gas-fired generation

As discussed in Section 2 above, 16.5 GW of Southeast coal-fired plants have been shuttered since 2010. As shown in Chart 8, another 8 GW are expected to retire between 2015 and 2030. Chart 12 below shows how the Southeast power market (measured by the South Atlantic census region, in gray) has been one of the most aggressive regions in shifting away from coal-fired power generation.

Chart 8 Southeast coal retirements approach 25 GW (2010-2030)

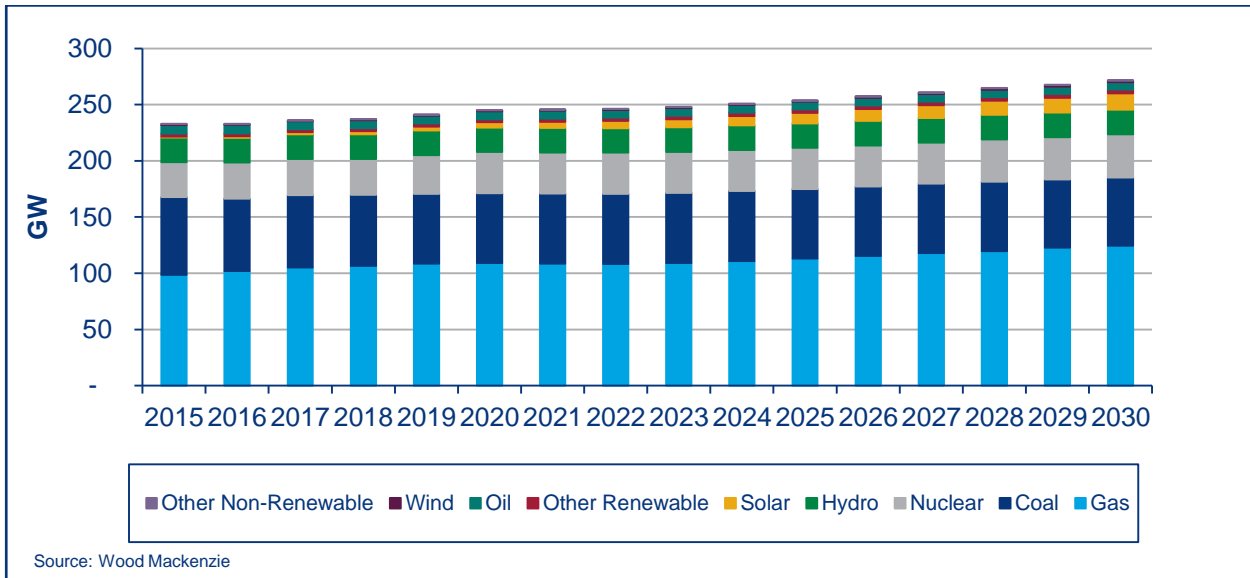


Note: The Southeast region as defined in this graph is comprised of the South Atlantic and part of the East South Central regions.

Going forward, Southeast gas-fired power plants are expected to take the largest share of generation abandoned by coal. As shown in Chart 9, Wood Mackenzie projects that total new gas-fired generation capacity rises nearly 50 GW to almost 125 GW over the period. In total, gas-fired generation is projected to comprise nearly 50% of the region's total capacity by 2030.

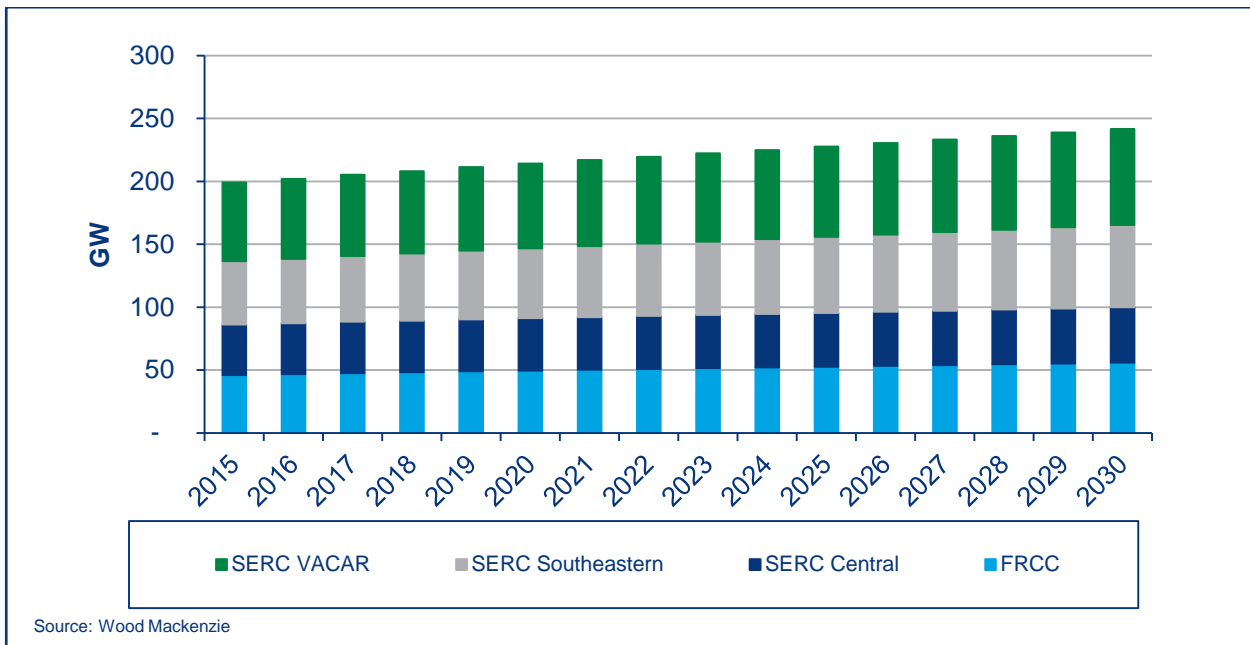
Solar energy and other renewables also experience a significant increase, but renewable energy's absolute share of the regional energy portfolio remains limited at 7.0% by 2030. The aggregate composition of the Southeast region's power fleet is shown below in Chart 9.

Chart 9 Forecast of installed generation capacity in the Southeast (2015 – 2030)



It is important to note that electric generation capacity and energy production are dispersed broadly across the Southeast market, and not concentrated in any single geographic area. The chart below illustrates how Southeast generators in the Southeast North American Electric Reliability ("NERC") regions will benefit from a supply project such as MVP that can affect deliveries to all states in the region.

Chart 10 Growing electricity peak demand in Southeast NERC regions



Note: FRCC is the Florida Reliability Coordinating Council; SERC is the Southern Electric Reliability Corporation, it is divided in sub-regions; The VACAR sub-region comprises North Carolina, South Carolina and Virginia, the Central region comprises Tennessee, Kentucky and parts of Georgia, Alabama and Mississippi; the Southeastern region comprises Alabama, Georgia and part of Florida and Mississippi.

Peak Period Demand Growth – Winter season core market and power generation demand

Between 2015 and 2030, power sector gas consumption projections increase at a 1.9% CAGR in winter and 2.6% in summer. By 2030, power generation load represents almost 60% of the Southeast's total demand for natural gas.

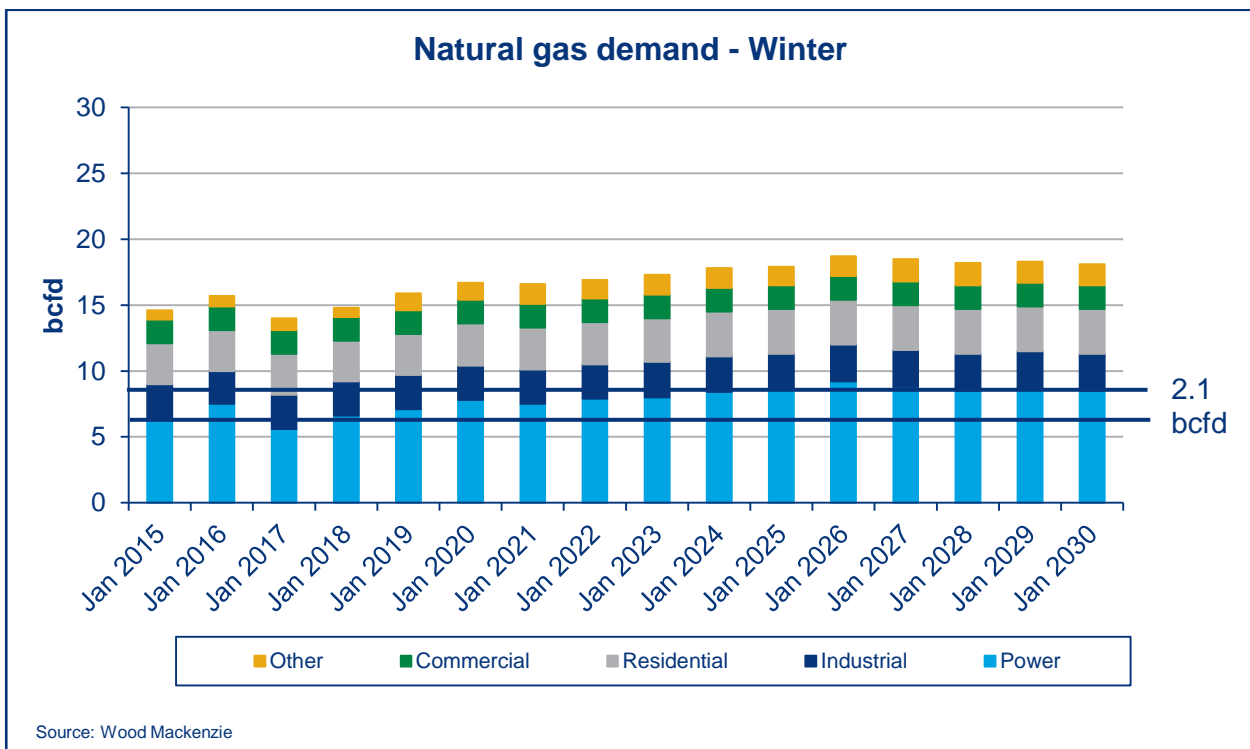
Power generation remains the largest Southeast growth sector, with summer average daily demand increasing by more than 3.7 bcf/d (approximately 30% from 8.0 to 11.7 bcf/d). Winter season power generation grows by approximately 2.1 bcf/d through 2030.

During the same time period, core sector consumption is projected to grow at a 1.6% CAGR.

The proliferation of gas-fired generation portends a potential change for capacity planners in the relationship between winter and summer peak month. As gas plants increasingly dispatch during the winter, when firm core markets also require supply, gas-fired generators may require that a greater percentage of their portfolio be sourced under firm transportation arrangements.

Charts 11 & 12 provide forecasts of power generation and core sector gas demand during the peak winter and summer season months of January and August, respectively. As seen, power generation demand is the largest growth sector, growing by 2.1 bcf/d in winter and 3.7 bcf/d in the summer.

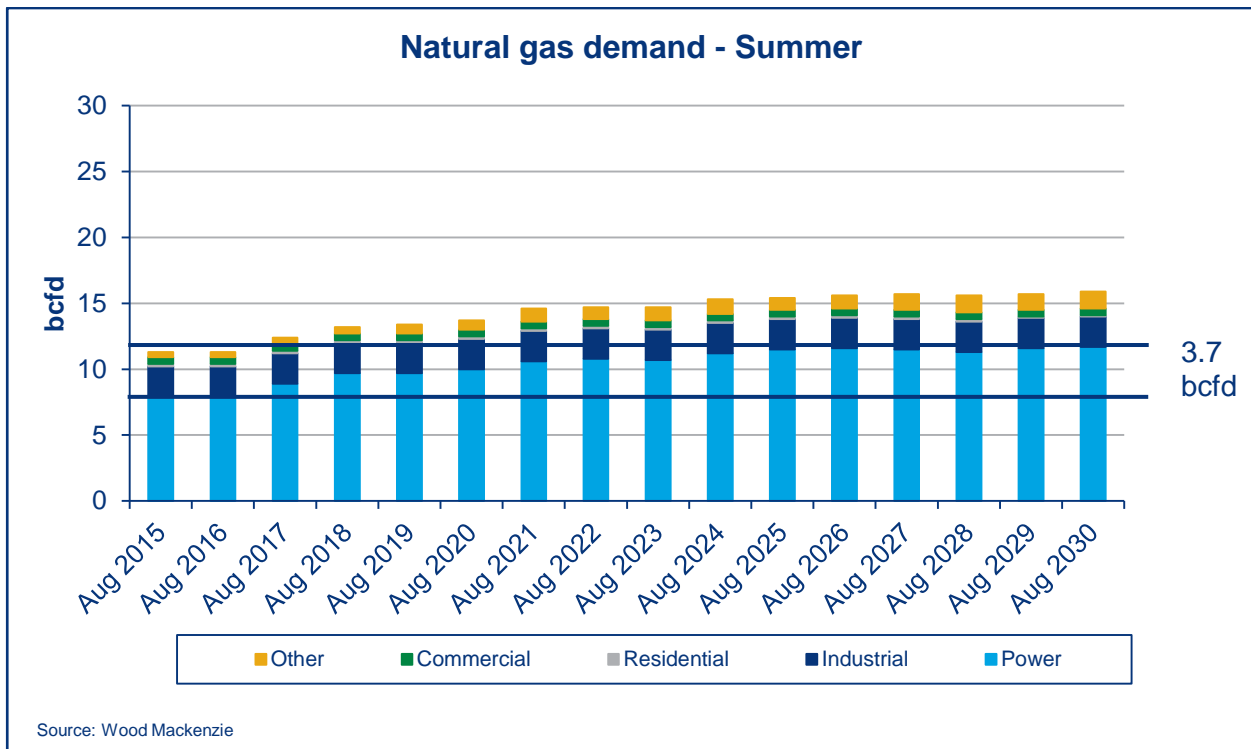
Chart 11 Projected Southeast power generation gas demand – Winter Peak Month



Comparing demand in the charts above and below shows that although summer demand grows more rapidly than winter demand, the winter demand growth will occur at times

when the pipeline grid is much more heavily utilized and gas non-firm gas deliverability is vulnerable to interruption.

Chart 12 Projected Southeast power generation gas demand – Summer Peak Month



Peak Period Demand Growth – Pipelines capacity to manage power generation hourly demand swings

For numerous reasons power markets in the Southeast are unlikely to dispatch gas-plants on a "baseload" basis for a 24-hour day or for continuous hourly blocks.⁷ Instead, many gas plant load profiles will vary widely on an hourly (or shorter) basis in the course of a day. These hourly demand "swings" can result in "rateable" daily pipeline capacity requirements that are materially higher than actual daily gas consumption.⁸ Since there is little gas storage in the Southeast, pipelines must be prepared to manage this hourly swing, which they do typically by drawing on latent capacity and linepack.⁹

Wood Mackenzie analysis and estimates indicate that the difference in rateable peak-hour versus average daily gas demand can equate to as much as a 50% difference between rateable daily requirement and actual consumption. The comparisons in Chart 13 below

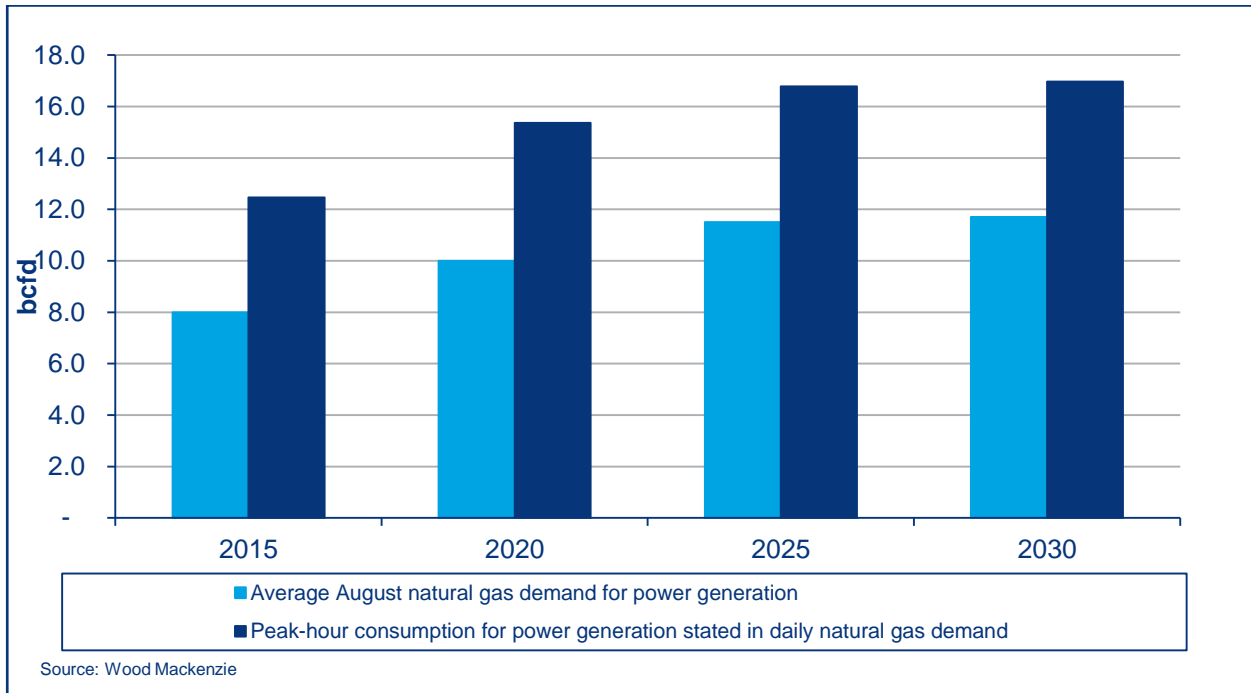
⁷ "Baseload" demand equals continuous operation throughout a day or periods of a day which often correspond to 16-hour on-peak and 8-hour off-peak blocks in the course of a day.

⁸ Power markets design and dispatch facilities on 15 minute intervals, while pipelines contract capacity on a 24-hour daily interval. "Rateable" daily gas demand by a power generator is calculated as a facility's hourly gas use x 24 hours. Pipelines must be designed and operated to be able to deliver gas supplies at the peak hour rate, which on rateable basis is typically greater than the actual daily demand,

⁹ "Linepack" is pipeline gas that is at pressure and which can be drawn upon to maintain service during short duration peak periods, typically measured in hours.

illustrate how hourly power generation swings can require as much as 5.3 bcf of additional capacity over average daily volumes by 2030. This reflects an additional .8 bcf of new swing capacity needs between 2015 and 2030. Note that capacity planners historically make no express allowances for hourly swing in their pipeline capacity planning.

Chart 13 Average daily vs rateable peak-hour demand in Southeast plants

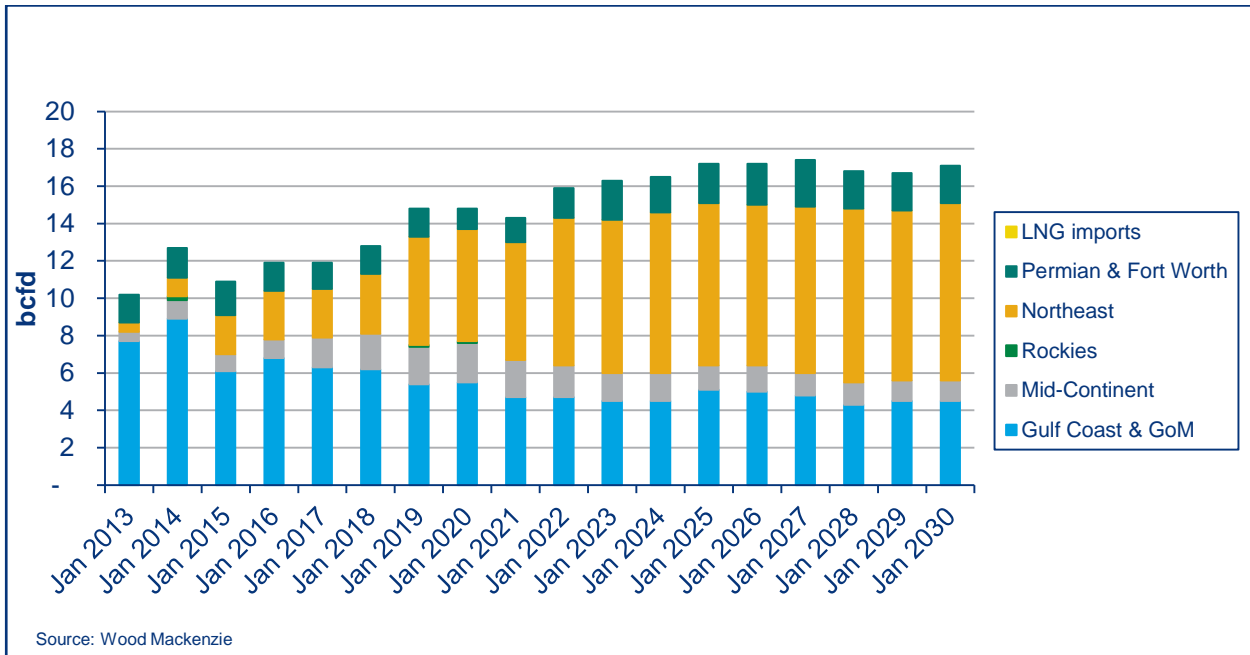


Economic Displacement – Southeast shift to Marcellus and Utica gas supplies

The Southeast's rapid growth is a major driver for new pipeline capacity connections to the Appalachian Basin and its Marcellus and Utica shale production. But demand growth is not the only impetus for new pipeline construction into the Southeast. The North American gas market is highly integrated and changes in the price of gas in the Gulf Coast and Appalachia will affect how the Southeast procures supply. Of particular relevance is the upward pressure that growing Gulf Coast demand may have on the prices of gas in the region, and the downward pressure that new gas production has on Appalachian production. These pricing trends clearly show that Southeast consumers stand to realize economic benefits from increased access to Marcellus and Utica gas supplies.

The chart below depicts total projected Southeast gas consumption and the composition of gas producing basins that will supply the region during the peak winter month of January. The role that Marcellus and Utica supplies (labelled "Northeast" in the graph legend) play in meeting growing demand is evident, growing from approximately 1.0 bcf in 2014 to nearly 10.0 bcf by 2030.

Chart 14 Southeast natural gas demand and supply sources (through 2030)



As seen above, the growing share of Northeast gas supply in the Southeast is greater than the total growth in Southeast demand. This implies a shift in gas flows that reflects not only the utilization of new pipeline capacity originating in the Northeast, but also the Southeast's displacement of other sources of gas, in particular the Gulf Coast and Mid-continent. In our analysis, by 2020, approximately 3.3 bcf/d of current gas supplies are displaced in favor of new Marcellus and Utica shale sources.

The projections of displaced Gulf Coast and Mid-continent production are a function of the economic algorithms used in Wood Mackenzie forecast modelling. These algorithms are designed to mimic rational economic behaviors between gas market buyers and sellers. In the analysis of MVP and the Southeast market, the shift by Southeast buyers away from traditional Gulf Coast and Mid-continent sources to Northeast (Appalachian Marcellus and Utica shale) supplies is driven by the relative economics of the regional supply choices. The variables and interactions of the North American market as modelled that underlie the shifting Southeast resource patterns are numerous and complex, but can be summarized as result of growing economic supplies in Appalachia that become less costly than gas supplies procured in the demand Gulf Coast and Mid-continent markets. When presented with pipeline transportation alternatives such as MVP that access a lower cost supply, Wood Mackenzie models reflect that buyers will shift their purchases to the lower cost basins.

Section 5 – Conclusion

The Southeast U.S. is a large and growing natural gas market that will require new sources of gas supply to satisfy future demand. Given the evolution of North American natural gas production, the Marcellus and Utica shale plays of the Appalachian Basin will become a critical component of the Southeast supply portfolio.

Connecting the growing Southeast markets to Appalachian production will require new pipeline capacity. Wood Mackenzie analysis indicates that the MVP capacity will be an essential source in reliably meeting Southeast regional demand, particularly during peak period conditions.

Wood Mackenzie projects that Southeast average daily gas demand, driven by new gas-fired power generation, will increase by 4.2 bcf/d through 2030, with much of that growth occurring early in the next decade. This growth projection assumes normal weather conditions.

It is important to note that pipeline capacity must be designed to supply gas during colder-than-normal peak periods, as witnessed during the 2013 and 2014 winter Polar Vortex episodes, when January actual demand was 26% and 32%, respectively above the average for that month. Average peak winter-month (January) daily demand grows by a slightly lower 3.5 bcf/d, this growth occurs when pipeline capacity is typically more scarce. Designing for colder-than-normal winter month peaks could increase winter capacity pipeline requirements by approximately 1.0 bcf/d.

The addition of significant new gas-fired generation in the Southeast will require pipeline capacity that is able to match the hourly dispatch cycles of gas plants in the region. Analysis of historical dispatch rates indicates that power generation could require the daily equivalent of an additional 5.3 bcf/d of capacity during peak hours, an increase of .8 bcf/d through 2030. Although pipelines have typically worked with generators to manage these swings using existing capacity, new capacity may ultimately be required as loads grow, particularly as generators dispatch in winter months when capacity conditions can be tight.

Finally, the evolution of North American markets and supplies is changing the buyer procurement practices. Our analysis indicates that Southeast buyers will realize economic benefits by shifting approximately 3.3 bcf/d of supplies from traditional Gulf Coast and Mid-continent sources to Appalachian supplies, assuming new pipeline capacity is available.

In all, total daily Southeast demand for pipeline capacity is poised to grow by as much as 8.3 bcf/d between 2015 and 2030. This will require new pipeline construction such as MVP from reliable and economic supply basins.

Appendix

Chart 15 Southeast gas supply sources (WV, VA, NC and SC)

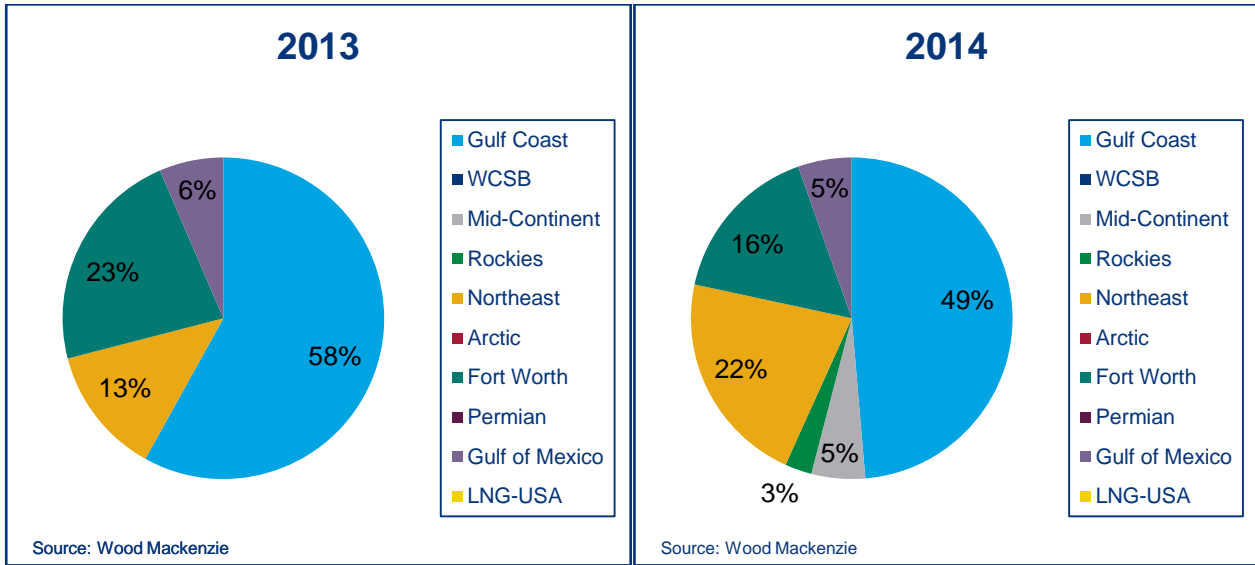


Chart 16 Southeast gas supply sources (AL, GA and TN)

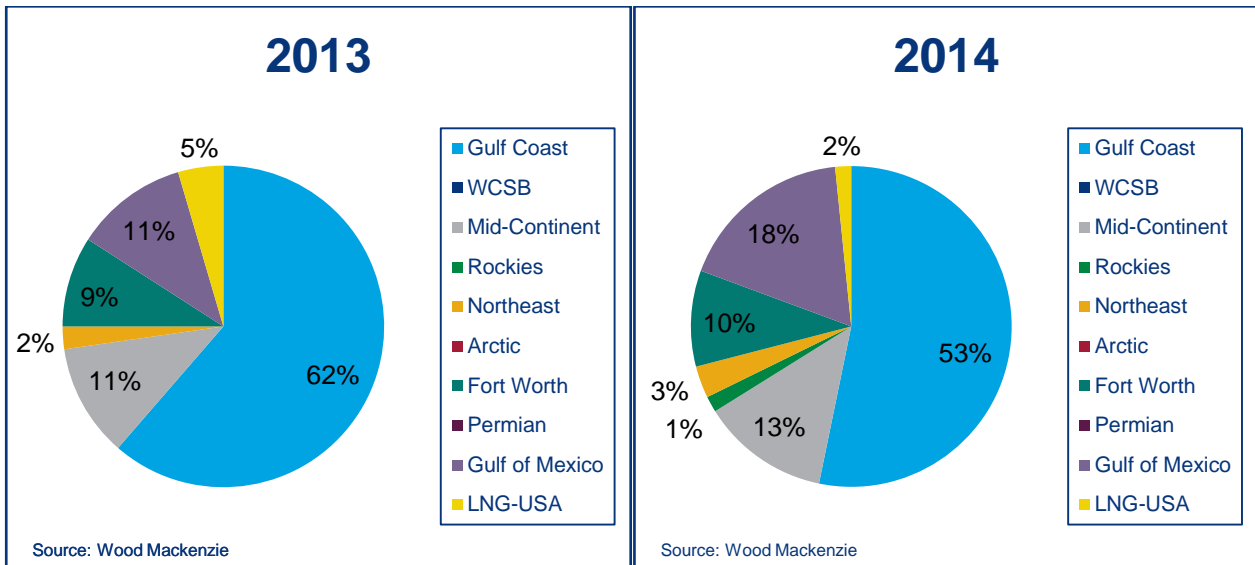
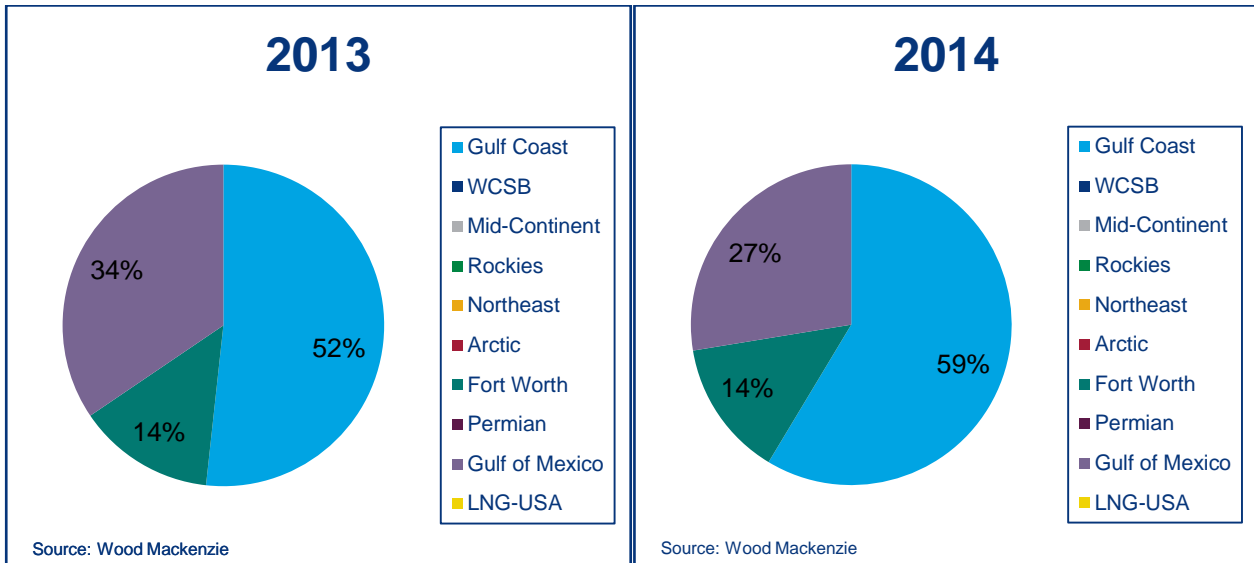


Chart 17 Florida gas supply sources



Analytical Approach and Key Assumptions

Wood Mackenzie analysis and forecasts are developed through the integration of specialist teams:

Table 1 Internal data sources

Data item	Wood Mackenzie Team
GDP and exchange rates	Macroeconomics team
Global coal prices	Coal market team
Gas supply and long run marginal cost of gas fields	Upstream team
Liquids prices, demand, and infrastructure	NGLs team
Industrial demand	Chemicals team
Yet-to-Find gas reserves	Exploration team
Crude oil demand and prices	Macro oils team
Diesel and oil product prices	Downstream team
Overall energy balance and market structure issues	Energy markets team

Source: Wood Mackenzie

GDP forecasting

GDP is the monetary value of all finished goods and services produced within the borders of a country over a given time period. Wood Mackenzie reports GDP in constant 2000 US

dollars. This is a measure of real GDP (taking inflation into account) and uses market exchange rates to convert local currency GDP into US dollar GDP. The date stamp of the market exchange rate used to make the conversion is determined by the World Bank. GDPs can only be compared across countries when measured in the same units.

Short-term GDP is forecast using a combination of lead indicators (which help economists set the very short-term) and an assessment of key economic variables within and across key economies over the current business cycle. An assessment of the key sectors within economies is made once per quarter using industry data and lead indicators to provide guidance on turning points and growth momentum within these sectors. Purchasing Managers Indices (PMI), and retail and business surveys are used to inform sector growth forecasts; household confidence, income measures, and unemployment rates are used to inform household consumer spending forecasts. Wood Mackenzie also pays close attention to key policy drivers including monetary and fiscal policy, assessing the impact of any change to both domestic and external sectors of the economy.

In line with standard growth accounting theory, the long-term growth potential of an economy (beyond five years) is estimated using three key growth drivers: (i) the labor force in an economy; (ii) growth in capital stock; and (iii) growth in productivity. These structural supply-side drivers tend to be driven by relatively stable trends through time, providing a robust basis for estimating long-run GDP growth potential of an economy. It is useful to note that the long-term GDP model estimates potential or trend growth that reflects the smoothed growth path of an economy, rather than cyclical fluctuations (as in the short-term).

Wood Mackenzie does not measure real GDP using Purchasing Power Parity (PPP). While the PPP measure of GDP is a useful relative measure of a country's output at any given time, it is not a reliable (or informative) measure of GDP when forecasting beyond five years. PPP GDP is highly sensitive to PPP exchange rates which are only estimated once every five years (by the International Comparison Program) and are not possible to forecast. Assumptions can be made, but long-term PPP forecasts are subject to large error bands and could generate misleading inferences in Wood Mackenzie's commodity analysis.

Key steps - industrial production forecasting

IP is a measure of output of the industrial sector of an economy. In the short-term, specific industry sector data and lead indicators such as the Purchasing Managers Indices (PMI) are used to inform Wood Mackenzie's Macroeconomics team of the direction and momentum of change in a country's industrial sector.

Over the long-term, the industrial trends of an economy are assessed using several approaches. Wood Mackenzie pays attention to the influence of energy and other commodity prices on the competitive and comparative advantage of an economy's industry, which informs the view of industrial migration over the 20-year time horizon. When a relationship exists, GDP growth can also be used to inform the view on industrial output growth. Wood Mackenzie also forecasts auto production (primarily used in metal demand modelling) and the construction outlook for core economies. These sectors also inform the industrial production outlook.

Key steps - inflation forecasting

Inflation is a measure of the increase in price of a standard basket of goods and services in an economy over a specific time horizon (usually one year). There are many inflation rates (in all countries), each measuring different baskets of goods, services and/ or inputs into the production process. Wood Mackenzie forecasts headline inflation, typically Consumer Price Inflation (CPI).

Wood Mackenzie's economists forecast headline inflation by assessing two main sources of inflation: demand pull and cost push in any given economy. Assessing the level of demand pull inflation is best done through the output gap, which is the difference between actual and potential output of an economy. Output gaps can be positive or negative, a positive gap occurs when actual output is less than potential, and this tends to put downward pressure on prices. When actual output is greater than potential output, the output gap is negative, and upward pressure is put on prices in the general economy as too much money chases too few goods. Cost push inflation arises when input costs rise, or the cost of imported goods rise. This is most common when commodity prices rise and/or when import prices rise due to currency depreciation.

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MVP Southgate Project

Docket No. CP19-__-000

Exhibit J – Federal Authorizations

Exhibit J
Federal Authorizations

Agency	Permit/ Approval	Anticipated Submittal Date	Anticipated Permit Receipt Date
Federal Energy Regulatory Commission	Natural Gas Act, Section 7; Certificate for construction and operation of interstate natural gas pipeline.	November 2018	December 2019
U.S. Army Corps of Engineers Norfolk District and Wilmington District	Section 404 Permit for impacts on waters of the U.S., including wetlands	November 2018	December 2019
U.S. Fish and Wildlife Service Virginia and North Carolina	Consultation under Section 7 of ESA for potential impacts on federally protected species Consultation regarding impacts on migratory birds and eagles	May 2018	September 2019
Virginia Department of Environmental Quality, Water Division	Section 401 Water Quality Certification and Water Protection Permit for impacts to non-404 regulated wetlands or waters	November 2018	December 2019
North Carolina Department of Environmental Quality, Division of Water Resources	401 Water Quality Certification, Isolated/non-404 wetlands and water permit, and Buffer authorization	November 2018	September 2019



MVP Southgate Project

Docket No. CP19-__-000

Exhibit K – Cost Estimate

**Exhibit K
 Cost of Facilities**

	VA Pipeline	NC Pipeline	Lambert Compressor Station & Interconnect	T-15 Dan River Interconnect	T-21 Haw River Interconnect	LN3600 Interconnect	Total Estimated Cost
ROW / Site Cost	\$ 9,477,731	\$ 16,809,561	\$ 1,000,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 27,347,292
Environmental & Civil Surveys	\$ 10,091,119	\$ 17,895,221	\$ 4,375,086	\$ 1,147,966	\$ 1,147,966	\$ 1,147,966	\$ 35,805,326
Materials	\$ 14,694,951	\$ 26,062,744	\$ 26,020,271	\$ 1,712,738	\$ 1,712,738	\$ 1,712,738	\$ 71,916,179
Construction Installation	\$ 72,359,521	\$ 128,335,755	\$ 13,088,500	\$ 1,764,657	\$ 1,764,657	\$ 1,764,657	\$ 219,077,747
Inspection & X-Ray Services	\$ 7,646,848	\$ 13,562,335	\$ 1,540,000	\$ 578,750	\$ 578,750	\$ 578,750	\$ 24,485,433
Other Services and Costs	\$ 652,779	\$ 1,155,090	\$ 250,000	\$ -	\$ -	\$ -	\$ 2,057,869
Contingencies	\$ 6,532,083	\$ 11,584,925	\$ 2,628,556	\$ 296,752	\$ 296,752	\$ 296,752	\$ 21,635,820
Line Pack	\$ 69,718	\$ 123,652	\$ -	\$ -	\$ -	\$ -	\$ 193,370
Overheads	\$ 10,040,008	\$ 17,806,378	\$ 4,040,169	\$ 456,117	\$ 456,117	\$ 456,117	\$ 33,254,906
Property Taxes	\$ 1,385,177	\$ 2,456,669	\$ 557,405	\$ 62,928	\$ 62,928	\$ 62,928	\$ 4,588,036
Cost of Facilities	\$ 132,949,936	\$ 235,792,328	\$ 53,499,987	\$ 6,039,909	\$ 6,039,909	\$ 6,039,909	\$ 440,361,977
AFUDC Estimate	\$ 7,842,295	\$ 13,863,603	\$ 4,980,938	\$ 470,232	\$ 470,232	\$ 470,232	\$ 28,097,532
Total Estimated Cost	\$ 140,792,230	\$ 249,655,931	\$ 58,480,925	\$ 6,510,141	\$ 6,510,141	\$ 6,510,141	\$ 468,459,509

**Exhibit K
 Cost of Facilities**

VA - Pipeline

semi-annual
 compounding

Month	Cost of Facilities	AFUDC Base	Monthly AFUDC Rate	AFUDC	Total Estimated Cost
Jan-18	\$ -	\$ -	0.816%	\$ -	\$ -
Feb-18	\$ -	\$ -	0.816%	\$ -	\$ -
Mar-18	\$ -	\$ -	0.816%	\$ -	\$ -
Apr-18	\$ -	\$ -	0.816%	\$ -	\$ -
May-18	\$ -	\$ -	0.816%	\$ -	\$ -
Jun-18	\$ 170,354	\$ 85,177	0.816%	\$ 695	\$ 171,050
Jul-18	\$ 57,518	\$ 199,809	0.816%	\$ 1,631	\$ 59,149
Aug-18	\$ 74,708	\$ 267,553	0.816%	\$ 2,185	\$ 76,893
Sep-18	\$ 3,073,944	\$ 1,844,064	0.816%	\$ 15,056	\$ 3,089,000
Oct-18	\$ 1,600,391	\$ 4,196,288	0.816%	\$ 34,262	\$ 1,634,653
Nov-18	\$ 1,174,087	\$ 5,617,789	0.816%	\$ 45,868	\$ 1,219,955
Dec-18	\$ 1,282,970	\$ 6,892,185	0.816%	\$ 56,274	\$ 1,339,243
Jan-19	\$ 1,508,780	\$ 8,344,334	0.816%	\$ 68,130	\$ 1,576,911
Feb-19	\$ 1,448,337	\$ 9,891,023	0.816%	\$ 80,759	\$ 1,529,096
Mar-19	\$ 1,219,526	\$ 11,305,713	0.816%	\$ 92,309	\$ 1,311,836
Apr-19	\$ 1,221,083	\$ 12,618,327	0.816%	\$ 103,027	\$ 1,324,109
May-19	\$ 1,280,275	\$ 13,972,032	0.816%	\$ 114,079	\$ 1,394,354
Jun-19	\$ 1,312,436	\$ 15,382,467	0.816%	\$ 125,595	\$ 1,438,031
Jul-19	\$ 1,415,659	\$ 16,872,110	0.816%	\$ 137,758	\$ 1,553,417
Aug-19	\$ 3,283,568	\$ 19,359,482	0.816%	\$ 158,067	\$ 3,441,635
Sep-19	\$ 7,103,618	\$ 24,711,142	0.816%	\$ 201,763	\$ 7,305,381
Oct-19	\$ 7,412,281	\$ 32,170,854	0.816%	\$ 262,670	\$ 7,674,951
Nov-19	\$ 1,435,103	\$ 36,857,216	0.816%	\$ 300,933	\$ 1,736,036
Dec-19	\$ 1,509,085	\$ 38,630,244	0.816%	\$ 315,410	\$ 1,824,495
Jan-20	\$ 1,687,401	\$ 40,543,896	0.816%	\$ 331,035	\$ 2,018,435
Feb-20	\$ 2,553,308	\$ 42,995,286	0.816%	\$ 351,050	\$ 2,904,358
Mar-20	\$ 4,173,742	\$ 46,709,860	0.816%	\$ 381,379	\$ 4,555,120
Apr-20	\$ 6,144,886	\$ 52,250,553	0.816%	\$ 426,618	\$ 6,571,504
May-20	\$ 9,381,492	\$ 60,440,360	0.816%	\$ 493,486	\$ 9,874,978
Jun-20	\$ 9,664,310	\$ 70,456,747	0.816%	\$ 575,268	\$ 10,239,579
Jul-20	\$ 10,103,159	\$ 80,915,749	0.816%	\$ 660,665	\$ 10,763,823
Aug-20	\$ 10,077,914	\$ 91,666,950	0.816%	\$ 748,447	\$ 10,826,361
Sep-20	\$ 10,064,357	\$ 102,486,533	0.816%	\$ 836,787	\$ 10,901,144
Oct-20	\$ 8,911,693	\$ 112,811,345	0.816%	\$ 921,087	\$ 9,832,780
Nov-20	\$ 6,369,911		0.816%		\$ 6,369,911
Dec-20	\$ 10,073,043		0.816%		\$ 10,073,043
Jan-21	\$ 3,179,781		0.816%		\$ 3,179,781
Feb-21	\$ 1,649,823		0.816%		\$ 1,649,823
Mar-21	\$ 429,384		0.816%		\$ 429,384
Apr-21	\$ 252,575		0.816%		\$ 252,575
May-21	\$ 249,715		0.816%		\$ 249,715
Jun-21	\$ 220,136		0.816%		\$ 220,136
Jul-21	\$ 35,955		0.816%		\$ 35,955
Aug-21	\$ 35,955		0.816%		\$ 35,955
Sep-21	\$ 35,955		0.816%		\$ 35,955
Oct-21	\$ 35,955		0.816%		\$ 35,955
Nov-21	\$ 23,907		0.816%		\$ 23,907
Dec-21	\$ 11,858		0.816%		\$ 11,858
	\$ 132,949,936			\$ 7,842,295	\$ 140,792,230

**Exhibit K
 Cost of Facilities**

NC - Pipeline

semi-annual
 compounding

Month	Cost of Facilities	AFUDC Base	Monthly AFUDC Rate	AFUDC	Total Estimated Cost
Jan-18	\$ -	\$ -	0.816%	\$ -	\$ -
Feb-18	\$ -	\$ -	0.816%	\$ -	\$ -
Mar-18	\$ -	\$ -	0.816%	\$ -	\$ -
Apr-18	\$ -	\$ -	0.816%	\$ -	\$ -
May-18	\$ -	\$ -	0.816%	\$ -	\$ -
Jun-18	\$ 302,131	\$ 151,065	0.816%	\$ 1,233	\$ 303,364
Jul-18	\$ 101,574	\$ 354,151	0.816%	\$ 2,892	\$ 104,465
Aug-18	\$ 123,207	\$ 469,433	0.816%	\$ 3,833	\$ 127,040
Sep-18	\$ 5,441,332	\$ 3,255,536	0.816%	\$ 26,581	\$ 5,467,913
Oct-18	\$ 2,838,177	\$ 7,421,872	0.816%	\$ 60,598	\$ 2,898,776
Nov-18	\$ 2,080,852	\$ 9,941,985	0.816%	\$ 81,175	\$ 2,162,027
Dec-18	\$ 2,274,059	\$ 12,200,615	0.816%	\$ 99,616	\$ 2,373,675
Jan-19	\$ 2,676,625	\$ 14,775,573	0.816%	\$ 120,640	\$ 2,797,265
Feb-19	\$ 2,569,426	\$ 17,519,239	0.816%	\$ 143,042	\$ 2,712,468
Mar-19	\$ 2,163,732	\$ 20,028,860	0.816%	\$ 163,533	\$ 2,327,265
Apr-19	\$ 2,166,492	\$ 22,357,504	0.816%	\$ 182,546	\$ 2,349,037
May-19	\$ 2,271,108	\$ 24,758,849	0.816%	\$ 202,152	\$ 2,473,260
Jun-19	\$ 2,327,905	\$ 27,260,508	0.816%	\$ 222,578	\$ 2,550,483
Jul-19	\$ 2,510,918	\$ 29,902,498	0.816%	\$ 244,149	\$ 2,755,067
Aug-19	\$ 5,823,567	\$ 34,313,890	0.816%	\$ 280,168	\$ 6,103,735
Sep-19	\$ 12,599,501	\$ 43,805,591	0.816%	\$ 357,666	\$ 12,957,167
Oct-19	\$ 13,150,486	\$ 57,038,251	0.816%	\$ 465,709	\$ 13,616,194
Nov-19	\$ 2,546,931	\$ 65,352,668	0.816%	\$ 533,594	\$ 3,080,526
Dec-19	\$ 2,514,675	\$ 68,417,066	0.816%	\$ 558,615	\$ 3,073,290
Jan-20	\$ 2,993,250	\$ 71,729,643	0.816%	\$ 585,661	\$ 3,578,911
Feb-20	\$ 4,681,419	\$ 76,152,639	0.816%	\$ 621,775	\$ 5,303,193
Mar-20	\$ 7,516,609	\$ 82,873,427	0.816%	\$ 676,649	\$ 8,193,258
Apr-20	\$ 10,962,510	\$ 92,789,635	0.816%	\$ 757,613	\$ 11,720,123
May-20	\$ 16,252,781	\$ 107,154,894	0.816%	\$ 874,903	\$ 17,127,684
Jun-20	\$ 16,754,282	\$ 124,533,329	0.816%	\$ 1,016,795	\$ 17,771,078
Jul-20	\$ 17,538,277	\$ 142,696,404	0.816%	\$ 1,165,094	\$ 18,703,371
Aug-20	\$ 17,493,469	\$ 161,377,371	0.816%	\$ 1,317,621	\$ 18,811,090
Sep-20	\$ 17,436,409	\$ 180,159,931	0.816%	\$ 1,470,978	\$ 18,907,387
Oct-20	\$ 17,642,061	\$ 199,170,145	0.816%	\$ 1,626,194	\$ 19,268,255
Nov-20	\$ 11,329,278		0.816%		\$ 11,329,278
Dec-20	\$ 18,455,043		0.816%		\$ 18,455,043
Jan-21	\$ 4,824,615		0.816%		\$ 4,824,615
Feb-21	\$ 2,892,013		0.816%		\$ 2,892,013
Mar-21	\$ 874,748		0.816%		\$ 874,748
Apr-21	\$ 511,064		0.816%		\$ 511,064
May-21	\$ 442,880		0.816%		\$ 442,880
Jun-21	\$ 390,421		0.816%		\$ 390,421
Jul-21	\$ 63,768		0.816%		\$ 63,768
Aug-21	\$ 63,768		0.816%		\$ 63,768
Sep-21	\$ 63,768		0.816%		\$ 63,768
Oct-21	\$ 63,768		0.816%		\$ 63,768
Nov-21	\$ 42,400		0.816%		\$ 42,400
Dec-21	\$ 21,031		0.816%		\$ 21,031
	\$ 235,792,328			\$ 13,863,603	\$ 249,655,931

**Exhibit K
 Cost of Facilities**

Lambert Compressor Station & Interconnect

semi-annual
 compounding

Month	Cost of Facilities	AFUDC Base	Monthly AFUDC Rate	AFUDC	Total Estimated Cost
Jan-18	\$ -	\$ -	0.816%	\$ -	\$ -
Feb-18	\$ -	\$ -	0.816%	\$ -	\$ -
Mar-18	\$ -	\$ -	0.816%	\$ -	\$ -
Apr-18	\$ -	\$ -	0.816%	\$ -	\$ -
May-18	\$ -	\$ -	0.816%	\$ -	\$ -
Jun-18	\$ 68,552	\$ 34,276	0.816%	\$ 280	\$ 68,832
Jul-18	\$ 7,334	\$ 72,499	0.816%	\$ 592	\$ 7,926
Aug-18	\$ 12,735	\$ 83,125	0.816%	\$ 679	\$ 13,413
Sep-18	\$ 845,070	\$ 512,707	0.816%	\$ 4,186	\$ 849,256
Oct-18	\$ 550,387	\$ 1,214,621	0.816%	\$ 9,917	\$ 560,304
Nov-18	\$ 2,346,119	\$ 2,672,791	0.816%	\$ 21,823	\$ 2,367,942
Dec-18	\$ 312,520	\$ 4,023,934	0.816%	\$ 32,855	\$ 345,375
Jan-19	\$ 1,710,285	\$ 5,068,191	0.816%	\$ 41,381	\$ 1,751,666
Feb-19	\$ 6,184,743	\$ 9,057,086	0.816%	\$ 73,950	\$ 6,258,693
Mar-19	\$ 260,871	\$ 12,353,843	0.816%	\$ 100,867	\$ 361,739
Apr-19	\$ 261,498	\$ 12,715,895	0.816%	\$ 103,823	\$ 365,321
May-19	\$ 267,474	\$ 13,084,204	0.816%	\$ 106,831	\$ 374,304
Jun-19	\$ 493,784	\$ 13,571,663	0.816%	\$ 110,811	\$ 604,595
Jul-19	\$ 1,417,121	\$ 14,637,926	0.816%	\$ 119,516	\$ 1,536,638
Aug-19	\$ 5,053,557	\$ 17,992,782	0.816%	\$ 146,908	\$ 5,200,466
Sep-19	\$ 675,691	\$ 21,004,315	0.816%	\$ 171,497	\$ 847,188
Oct-19	\$ 3,211,367	\$ 23,119,341	0.816%	\$ 188,766	\$ 3,400,133
Nov-19	\$ 646,708	\$ 25,237,144	0.816%	\$ 206,057	\$ 852,765
Dec-19	\$ 905,252	\$ 26,219,182	0.816%	\$ 214,076	\$ 1,119,328
Jan-20	\$ 488,117	\$ 27,129,942	0.816%	\$ 221,512	\$ 709,629
Feb-20	\$ 2,195,403	\$ 28,693,214	0.816%	\$ 234,276	\$ 2,429,679
Mar-20	\$ 3,142,677	\$ 31,596,530	0.816%	\$ 257,981	\$ 3,400,658
Apr-20	\$ 3,385,710	\$ 35,118,704	0.816%	\$ 286,739	\$ 3,672,449
May-20	\$ 5,651,983	\$ 39,924,289	0.816%	\$ 325,976	\$ 5,977,958
Jun-20	\$ 2,138,642	\$ 44,145,577	0.816%	\$ 360,442	\$ 2,499,084
Jul-20	\$ 2,035,686	\$ 46,593,183	0.816%	\$ 380,426	\$ 2,416,112
Aug-20	\$ 1,999,651	\$ 48,991,278	0.816%	\$ 400,006	\$ 2,399,657
Sep-20	\$ 1,988,256	\$ 51,385,237	0.816%	\$ 419,553	\$ 2,407,809
Oct-20	\$ 1,988,665	\$ 53,793,251	0.816%	\$ 439,214	\$ 2,427,879
Nov-20	\$ 1,087,712		0.816%		\$ 1,087,712
Dec-20	\$ 1,586,966		0.816%		\$ 1,586,966
Jan-21	\$ 105,613		0.816%		\$ 105,613
Feb-21	\$ 93,752		0.816%		\$ 93,752
Mar-21	\$ 83,388		0.816%		\$ 83,388
Apr-21	\$ 83,388		0.816%		\$ 83,388
May-21	\$ 95,790		0.816%		\$ 95,790
Jun-21	\$ 83,888		0.816%		\$ 83,888
Jul-21	\$ 9,772		0.816%		\$ 9,772
Aug-21	\$ 4,772		0.816%		\$ 4,772
Sep-21	\$ 4,772		0.816%		\$ 4,772
Oct-21	\$ 4,772		0.816%		\$ 4,772
Nov-21	\$ 4,772		0.816%		\$ 4,772
Dec-21	\$ 4,772		0.816%		\$ 4,772
	\$ 53,499,987			\$ 4,980,938	\$ 58,480,925

**Exhibit K
 Cost of Facilities**

T-15 Dan River Interconnect

semi-annual
 compounding

Month	Cost of Facilities	AFUDC Base	Monthly AFUDC Rate	AFUDC	Total Estimated Cost
Jan-18	\$ -	\$ -	0.816%	\$ -	\$ -
Feb-18	\$ -	\$ -	0.816%	\$ -	\$ -
Mar-18	\$ -	\$ -	0.816%	\$ -	\$ -
Apr-18	\$ -	\$ -	0.816%	\$ -	\$ -
May-18	\$ -	\$ -	0.816%	\$ -	\$ -
Jun-18	\$ 7,739	\$ 3,870	0.816%	\$ 32	\$ 7,771
Jul-18	\$ 828	\$ 8,185	0.816%	\$ 67	\$ 895
Aug-18	\$ 1,438	\$ 9,384	0.816%	\$ 77	\$ 1,514
Sep-18	\$ 95,405	\$ 57,882	0.816%	\$ 473	\$ 95,877
Oct-18	\$ 56,254	\$ 134,184	0.816%	\$ 1,096	\$ 57,350
Nov-18	\$ 29,611	\$ 178,213	0.816%	\$ 1,455	\$ 31,067
Dec-18	\$ 35,282	\$ 212,115	0.816%	\$ 1,732	\$ 37,014
Jan-19	\$ 47,797	\$ 255,386	0.816%	\$ 2,085	\$ 49,883
Feb-19	\$ 51,718	\$ 307,229	0.816%	\$ 2,508	\$ 54,227
Mar-19	\$ 36,118	\$ 353,656	0.816%	\$ 2,888	\$ 39,005
Apr-19	\$ 36,189	\$ 392,697	0.816%	\$ 3,206	\$ 39,395
May-19	\$ 30,197	\$ 429,095	0.816%	\$ 3,503	\$ 33,700
Jun-19	\$ 780,321	\$ 837,858	0.816%	\$ 6,841	\$ 787,162
Jul-19	\$ 29,229	\$ 1,249,474	0.816%	\$ 10,202	\$ 39,431
Aug-19	\$ 30,241	\$ 1,289,411	0.816%	\$ 10,528	\$ 40,769
Sep-19	\$ 29,065	\$ 1,329,591	0.816%	\$ 10,856	\$ 39,920
Oct-19	\$ 47,329	\$ 1,378,644	0.816%	\$ 11,256	\$ 58,585
Nov-19	\$ 49,270	\$ 1,438,200	0.816%	\$ 11,743	\$ 61,013
Dec-19	\$ 477,831	\$ 1,713,493	0.816%	\$ 13,990	\$ 491,822
Jan-20	\$ 476,141	\$ 2,204,470	0.816%	\$ 17,999	\$ 494,140
Feb-20	\$ 666,061	\$ 2,793,569	0.816%	\$ 22,809	\$ 688,870
Mar-20	\$ 799,465	\$ 3,549,142	0.816%	\$ 28,978	\$ 828,443
Apr-20	\$ 398,331	\$ 4,177,018	0.816%	\$ 34,105	\$ 432,435
May-20	\$ 401,819	\$ 4,611,197	0.816%	\$ 37,650	\$ 439,468
Jun-20	\$ 478,547	\$ 5,089,029	0.816%	\$ 41,551	\$ 520,098
Jul-20	\$ 350,227	\$ 5,544,968	0.816%	\$ 45,274	\$ 395,501
Aug-20	\$ 211,829	\$ 5,871,270	0.816%	\$ 47,938	\$ 259,767
Sep-20	\$ 36,724	\$ 6,043,484	0.816%	\$ 49,344	\$ 86,068
Oct-20	\$ 36,770	\$ 6,129,575	0.816%	\$ 50,047	\$ 86,817
Nov-20	\$ 39,417		0.816%		\$ 39,417
Dec-20	\$ 214,637		0.816%		\$ 214,637
Jan-21	\$ 9,101		0.816%		\$ 9,101
Feb-21	\$ 8,891		0.816%		\$ 8,891
Mar-21	\$ 8,850		0.816%		\$ 8,850
Apr-21	\$ 8,850		0.816%		\$ 8,850
May-21	\$ 10,250		0.816%		\$ 10,250
Jun-21	\$ 8,906		0.816%		\$ 8,906
Jul-21	\$ 539		0.816%		\$ 539
Aug-21	\$ 539		0.816%		\$ 539
Sep-21	\$ 539		0.816%		\$ 539
Oct-21	\$ 539		0.816%		\$ 539
Nov-21	\$ 539		0.816%		\$ 539
Dec-21	\$ 539		0.816%		\$ 539
	\$ 6,039,909			\$ 470,232	\$ 6,510,141

**Exhibit K
 Cost of Facilities**

T-21 Haw River Interconnect

semi-annual
 compounding

Month	Cost of Facilities	AFUDC Base	Monthly AFUDC Rate	AFUDC	Total Estimated Cost
Jan-18	\$ -	\$ -	0.816%	\$ -	\$ -
Feb-18	\$ -	\$ -	0.816%	\$ -	\$ -
Mar-18	\$ -	\$ -	0.816%	\$ -	\$ -
Apr-18	\$ -	\$ -	0.816%	\$ -	\$ -
May-18	\$ -	\$ -	0.816%	\$ -	\$ -
Jun-18	\$ 7,739	\$ 3,870	0.816%	\$ 32	\$ 7,771
Jul-18	\$ 828	\$ 8,185	0.816%	\$ 67	\$ 895
Aug-18	\$ 1,438	\$ 9,384	0.816%	\$ 77	\$ 1,514
Sep-18	\$ 95,405	\$ 57,882	0.816%	\$ 473	\$ 95,877
Oct-18	\$ 56,254	\$ 134,184	0.816%	\$ 1,096	\$ 57,350
Nov-18	\$ 29,611	\$ 178,213	0.816%	\$ 1,455	\$ 31,067
Dec-18	\$ 35,282	\$ 212,115	0.816%	\$ 1,732	\$ 37,014
Jan-19	\$ 47,797	\$ 255,386	0.816%	\$ 2,085	\$ 49,883
Feb-19	\$ 51,718	\$ 307,229	0.816%	\$ 2,508	\$ 54,227
Mar-19	\$ 36,118	\$ 353,656	0.816%	\$ 2,888	\$ 39,005
Apr-19	\$ 36,189	\$ 392,697	0.816%	\$ 3,206	\$ 39,395
May-19	\$ 30,197	\$ 429,095	0.816%	\$ 3,503	\$ 33,700
Jun-19	\$ 780,321	\$ 837,858	0.816%	\$ 6,841	\$ 787,162
Jul-19	\$ 29,229	\$ 1,249,474	0.816%	\$ 10,202	\$ 39,431
Aug-19	\$ 30,241	\$ 1,289,411	0.816%	\$ 10,528	\$ 40,769
Sep-19	\$ 29,065	\$ 1,329,591	0.816%	\$ 10,856	\$ 39,920
Oct-19	\$ 47,329	\$ 1,378,644	0.816%	\$ 11,256	\$ 58,585
Nov-19	\$ 49,270	\$ 1,438,200	0.816%	\$ 11,743	\$ 61,013
Dec-19	\$ 477,831	\$ 1,713,493	0.816%	\$ 13,990	\$ 491,822
Jan-20	\$ 476,141	\$ 2,204,470	0.816%	\$ 17,999	\$ 494,140
Feb-20	\$ 666,061	\$ 2,793,569	0.816%	\$ 22,809	\$ 688,870
Mar-20	\$ 799,465	\$ 3,549,142	0.816%	\$ 28,978	\$ 828,443
Apr-20	\$ 398,331	\$ 4,177,018	0.816%	\$ 34,105	\$ 432,435
May-20	\$ 401,819	\$ 4,611,197	0.816%	\$ 37,650	\$ 439,468
Jun-20	\$ 478,547	\$ 5,089,029	0.816%	\$ 41,551	\$ 520,098
Jul-20	\$ 350,227	\$ 5,544,968	0.816%	\$ 45,274	\$ 395,501
Aug-20	\$ 211,829	\$ 5,871,270	0.816%	\$ 47,938	\$ 259,767
Sep-20	\$ 36,724	\$ 6,043,484	0.816%	\$ 49,344	\$ 86,068
Oct-20	\$ 36,770	\$ 6,129,575	0.816%	\$ 50,047	\$ 86,817
Nov-20	\$ 39,417		0.816%		\$ 39,417
Dec-20	\$ 214,637		0.816%		\$ 214,637
Jan-21	\$ 9,101		0.816%		\$ 9,101
Feb-21	\$ 8,891		0.816%		\$ 8,891
Mar-21	\$ 8,850		0.816%		\$ 8,850
Apr-21	\$ 8,850		0.816%		\$ 8,850
May-21	\$ 10,250		0.816%		\$ 10,250
Jun-21	\$ 8,906		0.816%		\$ 8,906
Jul-21	\$ 539		0.816%		\$ 539
Aug-21	\$ 539		0.816%		\$ 539
Sep-21	\$ 539		0.816%		\$ 539
Oct-21	\$ 539		0.816%		\$ 539
Nov-21	\$ 539		0.816%		\$ 539
Dec-21	\$ 539		0.816%		\$ 539
	\$ 6,039,909			\$ 470,232	\$ 6,510,141

**Exhibit K
 Cost of Facilities**

LN3600 Interconnect

semi-annual
 compounding

Month	Cost of Facilities	AFUDC Base	Monthly AFUDC Rate	AFUDC	Total Estimated Cost
Jan-18	\$ -	\$ -	0.816%	\$ -	\$ -
Feb-18	\$ -	\$ -	0.816%	\$ -	\$ -
Mar-18	\$ -	\$ -	0.816%	\$ -	\$ -
Apr-18	\$ -	\$ -	0.816%	\$ -	\$ -
May-18	\$ -	\$ -	0.816%	\$ -	\$ -
Jun-18	\$ 7,739	\$ 3,870	0.816%	\$ 32	\$ 7,771
Jul-18	\$ 828	\$ 8,185	0.816%	\$ 67	\$ 895
Aug-18	\$ 1,438	\$ 9,384	0.816%	\$ 77	\$ 1,514
Sep-18	\$ 95,405	\$ 57,882	0.816%	\$ 473	\$ 95,877
Oct-18	\$ 56,254	\$ 134,184	0.816%	\$ 1,096	\$ 57,350
Nov-18	\$ 29,611	\$ 178,213	0.816%	\$ 1,455	\$ 31,067
Dec-18	\$ 35,282	\$ 212,115	0.816%	\$ 1,732	\$ 37,014
Jan-19	\$ 47,797	\$ 255,386	0.816%	\$ 2,085	\$ 49,883
Feb-19	\$ 51,718	\$ 307,229	0.816%	\$ 2,508	\$ 54,227
Mar-19	\$ 36,118	\$ 353,656	0.816%	\$ 2,888	\$ 39,005
Apr-19	\$ 36,189	\$ 392,697	0.816%	\$ 3,206	\$ 39,395
May-19	\$ 30,197	\$ 429,095	0.816%	\$ 3,503	\$ 33,700
Jun-19	\$ 780,321	\$ 837,858	0.816%	\$ 6,841	\$ 787,162
Jul-19	\$ 29,229	\$ 1,249,474	0.816%	\$ 10,202	\$ 39,431
Aug-19	\$ 30,241	\$ 1,289,411	0.816%	\$ 10,528	\$ 40,769
Sep-19	\$ 29,065	\$ 1,329,591	0.816%	\$ 10,856	\$ 39,920
Oct-19	\$ 47,329	\$ 1,378,644	0.816%	\$ 11,256	\$ 58,585
Nov-19	\$ 49,270	\$ 1,438,200	0.816%	\$ 11,743	\$ 61,013
Dec-19	\$ 477,831	\$ 1,713,493	0.816%	\$ 13,990	\$ 491,822
Jan-20	\$ 476,141	\$ 2,204,470	0.816%	\$ 17,999	\$ 494,140
Feb-20	\$ 666,061	\$ 2,793,569	0.816%	\$ 22,809	\$ 688,870
Mar-20	\$ 799,465	\$ 3,549,142	0.816%	\$ 28,978	\$ 828,443
Apr-20	\$ 398,331	\$ 4,177,018	0.816%	\$ 34,105	\$ 432,435
May-20	\$ 401,819	\$ 4,611,197	0.816%	\$ 37,650	\$ 439,468
Jun-20	\$ 478,547	\$ 5,089,029	0.816%	\$ 41,551	\$ 520,098
Jul-20	\$ 350,227	\$ 5,544,968	0.816%	\$ 45,274	\$ 395,501
Aug-20	\$ 211,829	\$ 5,871,270	0.816%	\$ 47,938	\$ 259,767
Sep-20	\$ 36,724	\$ 6,043,484	0.816%	\$ 49,344	\$ 86,068
Oct-20	\$ 36,770	\$ 6,129,575	0.816%	\$ 50,047	\$ 86,817
Nov-20	\$ 39,417		0.816%		\$ 39,417
Dec-20	\$ 214,637		0.816%		\$ 214,637
Jan-21	\$ 9,101		0.816%		\$ 9,101
Feb-21	\$ 8,891		0.816%		\$ 8,891
Mar-21	\$ 8,850		0.816%		\$ 8,850
Apr-21	\$ 8,850		0.816%		\$ 8,850
May-21	\$ 10,250		0.816%		\$ 10,250
Jun-21	\$ 8,906		0.816%		\$ 8,906
Jul-21	\$ 539		0.816%		\$ 539
Aug-21	\$ 539		0.816%		\$ 539
Sep-21	\$ 539		0.816%		\$ 539
Oct-21	\$ 539		0.816%		\$ 539
Nov-21	\$ 539		0.816%		\$ 539
Dec-21	\$ 539		0.816%		\$ 539
	\$ 6,039,909			\$ 470,232	\$ 6,510,141

**Exhibit K
 Cost of Facilities**

TOTAL

semi-annual
 compounding

Month	Cost of Facilities	AFUDC Base	Monthly AFUDC Rate	AFUDC	Total Estimated Cost
Jan-18	\$ -	\$ -	0.816%	\$ -	\$ -
Feb-18	\$ -	\$ -	0.816%	\$ -	\$ -
Mar-18	\$ -	\$ -	0.816%	\$ -	\$ -
Apr-18	\$ -	\$ -	0.816%	\$ -	\$ -
May-18	\$ -	\$ -	0.816%	\$ -	\$ -
Jun-18	\$ 564,255	\$ 282,127	0.816%	\$ 2,304	\$ 566,558
Jul-18	\$ 168,910	\$ 651,013	0.816%	\$ 5,315	\$ 174,225
Aug-18	\$ 214,963	\$ 848,265	0.816%	\$ 6,926	\$ 221,889
Sep-18	\$ 9,646,560	\$ 5,785,953	0.816%	\$ 47,241	\$ 9,693,801
Oct-18	\$ 5,157,719	\$ 13,235,334	0.816%	\$ 108,064	\$ 5,265,783
Nov-18	\$ 5,689,892	\$ 18,767,203	0.816%	\$ 153,231	\$ 5,843,124
Dec-18	\$ 3,975,395	\$ 23,753,078	0.816%	\$ 193,940	\$ 4,169,335
Jan-19	\$ 6,039,082	\$ 28,954,257	0.816%	\$ 236,407	\$ 6,275,489
Feb-19	\$ 10,357,661	\$ 37,389,036	0.816%	\$ 305,276	\$ 10,662,937
Mar-19	\$ 3,752,484	\$ 44,749,384	0.816%	\$ 365,372	\$ 4,117,855
Apr-19	\$ 3,757,638	\$ 48,869,816	0.816%	\$ 399,015	\$ 4,156,652
May-19	\$ 3,909,446	\$ 53,102,372	0.816%	\$ 433,573	\$ 4,343,018
Jun-19	\$ 6,475,088	\$ 58,728,212	0.816%	\$ 479,507	\$ 6,954,595
Jul-19	\$ 5,431,386	\$ 65,160,956	0.816%	\$ 532,029	\$ 5,963,415
Aug-19	\$ 14,251,416	\$ 75,534,386	0.816%	\$ 616,727	\$ 14,868,143
Sep-19	\$ 20,466,004	\$ 93,509,822	0.816%	\$ 763,493	\$ 21,229,497
Oct-19	\$ 23,916,119	\$ 116,464,377	0.816%	\$ 950,914	\$ 24,867,033
Nov-19	\$ 4,776,553	\$ 131,761,627	0.816%	\$ 1,075,813	\$ 5,852,367
Dec-19	\$ 6,362,506	\$ 138,406,971	0.816%	\$ 1,130,072	\$ 7,492,578
Jan-20	\$ 6,597,190	\$ 146,016,890	0.816%	\$ 1,192,205	\$ 7,789,395
Feb-20	\$ 11,428,313	\$ 156,221,847	0.816%	\$ 1,275,527	\$ 12,703,840
Mar-20	\$ 17,231,423	\$ 171,827,242	0.816%	\$ 1,402,943	\$ 18,634,366
Apr-20	\$ 21,688,097	\$ 192,689,945	0.816%	\$ 1,573,284	\$ 23,261,381
May-20	\$ 32,491,711	\$ 221,353,133	0.816%	\$ 1,807,314	\$ 34,299,025
Jun-20	\$ 29,992,876	\$ 254,402,741	0.816%	\$ 2,077,159	\$ 32,070,036
Jul-20	\$ 30,727,802	\$ 286,840,239	0.816%	\$ 2,342,006	\$ 33,069,809
Aug-20	\$ 30,206,522	\$ 319,649,408	0.816%	\$ 2,609,888	\$ 32,816,411
Sep-20	\$ 29,599,195	\$ 352,162,155	0.816%	\$ 2,875,350	\$ 32,474,544
Oct-20	\$ 28,652,730	\$ 384,163,467	0.816%	\$ 3,136,636	\$ 31,789,365
Nov-20	\$ 18,905,151	\$ -	0.816%	\$ -	\$ 18,905,151
Dec-20	\$ 30,758,965	\$ -	0.816%	\$ -	\$ 30,758,965
Jan-21	\$ 8,137,311	\$ -	0.816%	\$ -	\$ 8,137,311
Feb-21	\$ 4,662,260	\$ -	0.816%	\$ -	\$ 4,662,260
Mar-21	\$ 1,414,068	\$ -	0.816%	\$ -	\$ 1,414,068
Apr-21	\$ 873,574	\$ -	0.816%	\$ -	\$ 873,574
May-21	\$ 819,135	\$ -	0.816%	\$ -	\$ 819,135
Jun-21	\$ 721,164	\$ -	0.816%	\$ -	\$ 721,164
Jul-21	\$ 111,111	\$ -	0.816%	\$ -	\$ 111,111
Aug-21	\$ 106,111	\$ -	0.816%	\$ -	\$ 106,111
Sep-21	\$ 106,111	\$ -	0.816%	\$ -	\$ 106,111
Oct-21	\$ 106,111	\$ -	0.816%	\$ -	\$ 106,111
Nov-21	\$ 72,694	\$ -	0.816%	\$ -	\$ 72,694
Dec-21	\$ 39,278	\$ -	0.816%	\$ -	\$ 39,278
\$ 440,361,977				\$ 28,097,532	\$ 468,459,509

Exhibit K
Cost of Facilities

AFUDC Rate

	Capital Structure	Cost	Weighted Cost
Long Term Debt	50.00%	6.00%	3.00%
Common Equity	50.00%	14.00%	7.00%
AFUDC Rate			10.00%
Monthly AFUDC (simple interest)			0.8333%
Monthly AFUDC (semi-annual compounding)			0.8165%

Line No.	Description	Notes	Annual Totals					2018	2018	2018	2018	2018	2018	2018	2018	2018	2018	2018	2019	2019	2019	2019	2019	2019	2019	2019	
			2018	2019	2020	2021	Total	Actuals Jan-18	Actuals Feb-18	Actuals Mar-18	Actuals Apr-18	Actuals May-18	Actuals Jun-18	Actuals Jul-18	Actuals Aug-18	Actuals Sep-18	Forecast Oct-18	Forecast Nov-18	Forecast Dec-18	Forecast Jan-19	Forecast Feb-19	Forecast Mar-19	Forecast Apr-19	Forecast May-19	Forecast Jun-19	Forecast Jul-19	Forecast Aug-19
1	ROW / Site Cost		6,090,692	16,472,440	4,711,846	72,314	27,347,292	-	-	-	-	-	-	5,000	2,608,853	802,802	1,337,019	1,337,019	1,207,329	2,227,329	1,545,234	1,545,234	1,525,234	1,606,600	1,606,600	1,606,600	
2	Environmental & Civil Surveys		11,834,258	17,751,859	5,537,831	681,379	35,805,326	-	-	-	-	-	16,915	4,401	51,785	3,794,741	3,709,901	2,452,526	1,803,989	2,384,335	2,175,877	1,038,483	1,042,771	1,214,579	3,390,790	1,140,790	1,214,579
3	Materials		1,326,000	56,226,075	14,364,104	-	71,916,179	-	-	-	-	-	-	-	-	-	-	-	1,286,908	4,785,689	-	-	-	225,209	1,322,599	10,068,841	
4	Construction Installation		-	565,533	209,462,751	9,049,463	219,077,747	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	188,511	188,511
5	Inspection & X-Ray Services		-	153,665	21,210,468	3,121,300	24,485,433	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
6	Other Services and Costs		539,633	738,236	770,000	10,000	2,057,869	-	-	-	-	-	108,541	105,143	81,877	99,961	94,111	50,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000
7	Contingencies		-	4,821,621	16,814,199	-	21,635,820	-	-	-	-	-	-	-	-	-	-	-	68,675	68,675	68,675	68,675	68,675	68,675	68,675	68,675	68,675
8	Line Pack		-	-	193,370	-	193,370	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
9	Overheads		5,627,111	12,151,452	13,247,200	2,229,143	33,254,906	-	-	-	-	547,340	55,968	53,035	3,161,089	545,055	480,236	784,387	982,027	990,284	990,284	991,151	991,151	1,074,006	991,602	991,602	
10	Property Taxes		-	614,501	1,968,206	2,005,328	4,588,036	-	-	-	-	-	-	-	-	-	-	-	49,808	49,808	49,808	49,808	49,808	49,808	49,808	52,609	52,609
11	Cost of Facilities in Current Period		25,417,694	109,495,383	288,279,975	17,168,926	440,361,977	-	-	-	-	-	564,255	168,910	214,963	9,646,560	5,157,719	5,689,892	3,975,395	6,039,082	10,357,661	3,752,484	3,757,638	3,909,446	6,475,088	5,431,386	14,251,416
12	Cumulative Investment (w/o AFUDC)		25,417,694	134,913,077	423,193,051	440,361,977	-	-	-	-	-	564,255	733,165	948,128	10,594,688	15,752,406	21,442,299	25,417,694	31,456,776	41,814,437	45,566,920	49,324,558	53,234,004	59,709,092	65,140,477	79,391,894	
13	AFUDC Base		-	-	-	-	-	-	-	-	282,127	651,013	848,265	5,785,953	13,235,334	18,767,203	23,753,078	28,954,257	37,389,036	44,749,384	48,869,816	53,102,372	58,728,212	65,160,956	75,534,386		
14	Annual AFUDC Rate		10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%
15	Effective Rate for Semi-Annual Compounding		0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%
16	AFUDC in Current Period		517,022	7,288,196	20,292,313	-	28,097,532	-	-	-	-	2,304	5,315	6,926	47,241	108,064	153,231	193,940	236,407	305,276	365,372	399,015	433,573	479,507	532,029	616,727	
17	Cumulative AFUDC		517,022	7,805,219	28,097,532	28,097,532	-	-	-	-	-	2,304	7,619	14,545	61,786	169,851	323,082	517,022	753,429	1,058,705	1,424,077	1,823,091	2,256,664	2,736,171	3,268,200	3,884,927	
18	Debt %		0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	
19	Equity%		0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	
20	Debt Amount		155,107	2,186,459	6,087,694	-	8,429,260	-	-	-	-	691	1,595	2,078	14,172	32,419	45,969	58,182	70,922	91,583	109,612	119,704	130,072	143,852	159,609	185,018	
21	Equity Amount		361,916	5,101,738	14,204,619	-	19,668,272	-	-	-	-	1,612	3,721	4,848	33,069	75,645	107,262	135,758	165,485	213,693	255,760	279,310	303,501	335,655	372,420	431,709	
22	Current Period Total		517,022	7,288,196	20,292,313	-	28,097,532	-	-	-	-	2,304	5,315	6,926	47,241	108,064	153,231	193,940	236,407	305,276	365,372	399,015	433,573	479,507	532,029	616,727	
23	Grand Total Costs of Facilities (with AFUDC)		25,934,716	142,718,295	451,290,583	468,459,509	-	-	-	-	-	566,558	740,784	962,673	10,656,474	15,922,257	21,765,381	25,934,716	32,210,205	42,873,142	46,990,997	51,147,650	55,490,668	62,445,263	68,408,678	83,276,820	

Line No.	Description	Notes	Annual Totals					Actuals Jan-18	Actuals Feb-18	Actuals Mar-18	Actuals Apr-18	Actuals May-18	Actuals Jun-18	Actuals Jul-18	Actuals Aug-18	Actuals Sep-18	Forecast Oct-18	Forecast Nov-18	Forecast Dec-18	Forecast Jan-19	Forecast Feb-19	Forecast Mar-19	Forecast Apr-19	Forecast May-19	Forecast Jun-19	Forecast Jul-19	Forecast Aug-19
			2018	2019	2020	2021	Total																				
1	ROW / Site Cost		2,203,534	5,552,082	1,683,199	38,916	9,477,731	-	-	-	-	-	-	5,000	944,265	289,318	482,475	482,475	435,016	435,016	549,596	549,596	549,596	579,020	579,020	579,020	
2	Environmental & Civil Surveys		3,336,328	4,709,461	1,799,662	245,667	10,091,119	-	-	-	-	5,107	1,329	15,635	1,145,672	1,110,385	512,603	545,599	719,856	656,920	313,529	314,824	374,016	351,738	351,738	374,016	
3	Materials		-	14,063,429	631,523	-	14,694,951	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	59,290	1,904,921	
4	Construction Installation		-	203,900	68,552,074	3,603,548	72,359,521	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	67,967	67,967	
5	Inspection & X-Ray Services		-	48,193	6,604,221	994,435	7,646,848	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
6	Other Services and Costs		195,225	262,812	194,742	-	652,779	-	-	-	-	-	39,292	38,062	29,639	36,130	34,021	18,081	21,653	21,653	21,653	21,653	21,653	21,653	21,653	21,653	
7	Contingencies		-	1,455,698	5,076,384	-	6,532,083	-	-	-	-	-	-	-	-	-	-	-	20,734	20,734	20,734	20,734	20,734	20,734	20,734	20,734	
8	Line Pack		-	-	69,718	-	69,718	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
9	Overheads		1,698,884	3,668,652	3,999,470	673,002	10,040,008	-	-	-	-	165,248	16,897	16,012	954,366	164,558	144,988	236,815	296,484	298,977	298,977	299,239	299,239	324,254	299,375	299,375	
10	Property Taxes		-	185,524	594,222	605,430	1,385,177	-	-	-	-	-	-	-	-	-	-	-	15,038	15,038	15,038	15,038	15,038	15,038	15,883	15,883	
11	Cost of Facilities in Current Period		7,433,972	30,149,751	89,205,216	6,160,998	132,949,936	-	-	-	-	170,354	57,518	74,708	3,073,944	1,600,391	1,174,087	1,282,970	1,508,780	1,448,337	1,219,526	1,221,083	1,280,275	1,312,436	1,415,659	3,283,568	
12	Cumulative Investment (w/o AFUDC)		7,433,972	37,583,722	126,788,938	132,949,936						170,354	227,872	302,580	3,376,524	4,976,915	6,151,002	7,433,972	8,942,752	10,391,089	11,610,616	12,831,698	14,111,973	15,424,409	16,840,068	20,123,636	
13	AFUDC Base											85,177	199,809	267,553	1,844,064	4,196,288	5,617,789	6,892,185	8,344,334	9,891,023	11,305,713	12,618,327	13,972,032	15,382,467	16,872,110	19,359,482	
14	Annual AFUDC Rate		10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	
15	Effective Rate for Semi-Annual Compounding		0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	
16	AFUDC in Current Period		155,972	1,960,502	5,725,821	-	7,842,295	-	-	-	-	695	1,631	2,185	15,056	34,262	45,868	56,274	68,130	80,759	92,309	103,027	114,079	125,595	137,758	158,067	
17	Cumulative AFUDC		155,972	2,116,474	7,842,295	7,842,295						695	2,327	4,511	19,568	53,830	99,698	155,972	224,102	304,861	397,170	500,197	614,276	739,872	877,630	1,035,697	
18	Debt %		0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	
19	Equity%		0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	
20	Debt Amount		46,792	588,150	1,717,746	-	2,352,688	-	-	-	-	209	489	655	4,517	10,279	13,761	16,882	20,439	24,228	27,693	30,908	34,224	37,679	41,327	47,420	
21	Equity Amount		109,180	1,372,351	4,008,075	-	5,489,606	-	-	-	-	487	1,142	1,529	10,540	23,983	32,108	39,392	47,691	56,531	64,617	72,119	79,856	87,917	96,431	110,647	
22	Current Period Total		155,972	1,960,502	5,725,821	-	7,842,295	-	-	-	-	695	1,631	2,185	15,056	34,262	45,868	56,274	68,130	80,759	92,309	103,027	114,079	125,595	137,758	158,067	
23	Grand Total Costs of Facilities (with AFUDC)		7,589,944	39,700,196	134,631,233	140,792,230						171,050	230,199	307,092	3,396,092	5,030,745	6,250,700	7,589,944	9,166,854	10,695,950	12,007,786	13,331,895	14,726,249	16,164,281	17,717,698	21,159,333	

Line No.	Description	Notes	Annual Totals					Actuals Jan-18	Actuals Feb-18	Actuals Mar-18	Actuals Apr-18	Actuals May-18	Actuals Jun-18	Actuals Jul-18	Actuals Aug-18	Actuals Sep-18	Forecast Oct-18	Forecast Nov-18	Forecast Dec-18	Forecast Jan-19	Forecast Feb-19	Forecast Mar-19	Forecast Apr-19	Forecast May-19	Forecast Jun-19	Forecast Jul-19	Forecast Aug-19
			2018	2019	2020	2021	Total																				
1	ROW / Site Cost		3,887,158	9,860,358	3,028,647	33,398	16,809,561	-	-	-	-	-	-	-	1,664,587	513,483	854,544	854,544	772,313	772,313	975,637	975,637	975,637	1,027,580	1,027,580	1,027,580	
2	Environmental & Civil Surveys		5,916,723	8,350,972	3,191,814	435,711	17,895,221	-	-	-	-	9,057	2,356	27,729	2,031,898	1,969,013	909,075	967,595	1,276,695	1,165,076	556,057	558,353	662,968	623,458	623,458	662,968	
3	Materials		-	24,780,219	1,282,525	-	26,062,744	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	105,092	3,378,230	
4	Construction Installation		-	361,634	122,528,206	5,445,915	128,335,755	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	120,545	120,545	
5	Inspection & X-Ray Services		-	85,472	11,404,997	2,071,865	13,562,335	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
6	Other Services and Costs		344,408	465,424	345,258	-	1,155,090	-	-	-	-	-	69,249	67,081	52,237	63,831	60,091	31,919	38,347	38,347	38,347	38,347	38,347	38,347	38,347	38,347	
7	Contingencies		-	2,581,743	9,003,182	-	11,584,925	-	-	-	-	-	-	-	-	-	-	-	36,772	36,772	36,772	36,772	36,772	36,772	36,772	36,772	
8	Line Pack		-	-	123,652	-	123,652	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
9	Overheads		3,013,043	6,506,509	7,093,229	1,193,597	17,806,378	-	-	-	-	293,074	29,968	28,398	1,692,609	291,850	257,143	420,001	525,828	530,249	530,249	530,713	530,713	575,078	530,955	530,955	
10	Property Taxes		-	329,035	1,053,878	1,073,755	2,456,669	-	-	-	-	-	-	-	-	-	-	-	26,670	26,670	26,670	26,670	26,670	26,670	28,169	28,169	
11	Cost of Facilities in Current Period		13,161,332	53,321,367	159,055,388	10,254,241	235,792,328	-	-	-	-	302,131	101,574	123,207	5,441,332	2,838,177	2,080,852	2,274,059	2,676,625	2,569,426	2,163,732	2,166,492	2,271,108	2,327,905	2,510,918	5,823,567	
12	Cumulative Investment (w/o AFUDC)		13,161,332	66,482,699	225,538,087	235,792,328		-	-	-	-	302,131	403,705	526,912	5,968,244	8,806,421	10,887,274	13,161,332	15,837,957	18,407,383	20,571,115	22,737,607	25,008,715	27,336,620	29,847,538	35,671,105	
13	AFUDC Base							-	-	-	-	151,065	354,151	469,433	3,255,536	7,421,872	9,941,985	12,200,615	14,775,573	17,519,239	20,028,860	22,357,504	24,758,849	27,260,508	29,902,498	34,313,890	
14	Annual AFUDC Rate		10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	
15	Effective Rate for Semi-Annual Compounding		0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	
16	AFUDC in Current Period		275,928	3,474,391	10,113,284	-	13,863,603	-	-	-	-	1,233	2,892	3,833	26,581	60,598	81,175	99,616	120,640	143,042	163,533	182,546	202,152	222,578	244,149	280,168	
17	Cumulative AFUDC		275,928	3,750,319	13,863,603	13,863,603		-	-	-	-	1,233	4,125	7,958	34,539	95,137	176,312	275,928	396,568	539,610	703,143	885,688	1,087,841	1,310,419	1,554,568	1,834,735	
18	Debt %		0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	
19	Equity%		0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	
20	Debt Amount		82,778	1,042,317	3,033,985	-	4,159,081	-	-	-	-	370	867	1,150	7,974	18,180	24,352	29,885	36,192	42,913	49,060	54,764	60,646	66,773	73,245	84,050	
21	Equity Amount		193,150	2,432,074	7,079,299	-	9,704,522	-	-	-	-	863	2,024	2,683	18,607	42,419	56,822	69,731	84,448	100,129	114,473	127,782	141,507	155,804	170,905	196,117	
22	Current Period Total		275,928	3,474,391	10,113,284	-	13,863,603	-	-	-	-	1,233	2,892	3,833	26,581	60,598	81,175	99,616	120,640	143,042	163,533	182,546	202,152	222,578	244,149	280,168	
23	Grand Total Costs of Facilities (with AFUDC)		13,437,261	70,233,018	239,401,690	249,655,931		-	-	-	-	303,364	407,830	534,870	6,002,783	8,901,559	11,063,586	13,437,261	16,234,525	18,946,994	21,274,258	23,623,296	26,096,555	28,647,039	31,402,106	37,505,841	

Mountain Valley Pipeline, LLC
 Southgate Project
 Docket No. CP19-___-000
Exhibit K
Cost of Facilities
Lambert Compressor Station & Interconnect

Line No.	Description	Notes	Annual Totals					Actuals Jan-18	Actuals Feb-18	Actuals Mar-18	Actuals Apr-18	Actuals May-18	Actuals Jun-18	Actuals Jul-18	Actuals Aug-18	Actuals Sep-18	Forecast Oct-18	Forecast Nov-18	Forecast Dec-18	Forecast Jan-19	Forecast Feb-19	Forecast Mar-19	Forecast Apr-19	Forecast May-19	Forecast Jun-19	Forecast Jul-19	Forecast Aug-19
			2018	2019	2020	2021	Total																				
1	ROW / Site Cost		-	1,000,000	-	-	1,000,000	-	-	-	-	-	-	-	-	-	-	-	-	1,000,000	-	-	-	-	-	-	
2	Environmental & Civil Surveys		2,133,074	1,823,747	418,265	-	4,375,086	-	-	-	-	2,055	535	6,291	461,027	484,168	961,775	217,224	289,675	264,349	126,166	126,687	132,663	123,699	123,699	132,663	
3	Materials		1,326,000	16,097,874	8,596,397	-	26,020,271	-	-	-	-	-	-	-	-	-	1,326,000	-	1,286,908	4,785,689	-	-	-	225,209	1,158,217	4,785,689	
4	Construction Installation		-	-	13,088,500	-	13,088,500	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
5	Inspection & X-Ray Services		-	20,000	1,465,000	55,000	1,540,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
6	Other Services and Costs		-	10,000	230,000	10,000	250,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
7	Contingencies		-	585,783	2,042,773	-	2,628,556	-	-	-	-	-	-	-	-	-	-	-	-	8,343	8,343	8,343	8,343	8,343	8,343	8,343	
8	Line Pack		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
9	Overheads		683,643	1,476,291	1,609,415	270,821	4,040,169	-	-	-	-	66,497	6,800	6,443	384,044	66,219	58,344	95,296	119,307	120,311	120,311	120,416	120,416	130,482	120,471	120,471	
10	Property Taxes		-	74,656	239,119	243,629	557,405	-	-	-	-	-	-	-	-	-	-	-	6,051	6,051	6,051	6,051	6,051	6,051	6,391	6,391	
11	Cost of Facilities in Current Period		4,142,717	21,088,352	27,689,468	579,450	53,499,987	-	-	-	-	68,552	7,334	12,735	845,070	550,387	2,346,119	312,520	1,710,285	6,184,743	260,871	261,498	267,474	493,784	1,417,121	5,053,557	
12	Cumulative Investment (w/o AFUDC)		4,142,717	25,231,069	52,920,537	53,499,987		-	-	-	-	68,552	75,886	88,621	933,691	1,484,078	3,830,197	4,142,717	5,853,002	12,037,745	12,298,617	12,560,114	12,827,588	13,321,372	14,738,493	19,792,051	
13	AFUDC Base							-	-	-	-	34,276	72,499	83,125	512,707	1,214,621	2,672,791	4,023,934	5,068,191	9,057,086	12,353,843	12,715,895	13,084,204	13,571,663	14,637,926	17,992,782	
14	Annual AFUDC Rate		10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	
15	Effective Rate for Semi-Annual Compounding		0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	
16	AFUDC in Current Period		70,332	1,584,483	3,326,123	-	4,980,938	-	-	-	-	280	592	679	4,186	9,917	21,823	32,855	41,381	73,950	100,867	103,823	106,831	110,811	119,516	146,908	
17	Cumulative AFUDC		70,332	1,654,814	4,980,938	4,980,938		-	-	-	-	280	872	1,551	5,737	15,654	37,477	70,332	111,713	185,662	286,530	390,353	497,183	607,994	727,510	874,419	
18	Debt %		0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	
19	Equity%		0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	
20	Debt Amount		21,099	475,345	997,837	-	1,494,281	-	-	-	-	84	178	204	1,256	2,975	6,547	9,856	12,414	22,185	30,260	31,147	32,049	33,243	35,855	44,072	
21	Equity Amount		49,232	1,109,138	2,328,286	-	3,486,656	-	-	-	-	196	414	475	2,930	6,942	15,276	22,998	28,967	51,765	70,607	72,676	74,781	77,567	83,661	102,836	
22	Current Period Total		70,332	1,584,483	3,326,123	-	4,980,938	-	-	-	-	280	592	679	4,186	9,917	21,823	32,855	41,381	73,950	100,867	103,823	106,831	110,811	119,516	146,908	
23	Grand Total Costs of Facilities (with AFUDC)		4,213,049	26,885,883	57,901,475	58,480,925		-	-	-	-	68,832	76,758	90,171	939,428	1,499,732	3,867,674	4,213,049	5,964,715	12,223,408	12,585,146	12,950,467	13,324,771	13,929,366	15,466,003	20,666,469	

Line No.	Description	Notes	Annual Totals					Actuals Jan-18	Actuals Feb-18	Actuals Mar-18	Actuals Apr-18	Actuals May-18	Actuals Jun-18	Actuals Jul-18	Actuals Aug-18	Actuals Sep-18	Forecast Oct-18	Forecast Nov-18	Forecast Dec-18	Forecast Jan-19	Forecast Feb-19	Forecast Mar-19	Forecast Apr-19	Forecast May-19	Forecast Jun-19	Forecast Jul-19	Forecast Aug-19
			2018	2019	2020	2021	Total																				
1	ROW / Site Cost		-	20,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6,667	6,667	6,667	-	-	-	
2	Environmental & Civil Surveys		149,377	955,893	42,696	-	1,147,966	-	-	-	-	232	60	710	52,048	48,778	23,025	24,524	32,703	29,844	14,244	14,302	14,977	763,965	13,965	14,977	
3	Materials		-	428,184	1,284,553	-	1,712,738	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
4	Construction Installation		-	-	1,764,657	-	1,764,657	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
5	Inspection & X-Ray Services		-	-	578,750	-	578,750	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
6	Other Services and Costs		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
7	Contingencies		-	66,132	230,620	-	296,752	-	-	-	-	-	-	-	-	-	-	-	942	942	942	942	942	942	942	942	
8	Line Pack		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
9	Overheads		77,180	166,667	181,696	30,574	456,117	-	-	-	-	7,507	768	727	43,357	7,476	6,587	10,758	13,469	13,583	13,583	13,594	13,594	14,731	13,601	13,601	
10	Property Taxes		-	8,428	26,995	27,505	62,928	-	-	-	-	-	-	-	-	-	-	-	683	683	683	683	683	683	683	722	
11	Cost of Facilities in Current Period		226,558	1,645,305	4,109,968	58,079	6,039,909	-	-	-	-	7,739	828	1,438	95,405	56,254	29,611	35,282	47,797	51,718	36,118	36,189	30,197	780,321	29,229	30,241	
12	Cumulative Investment (w/o AFUDC)		226,558	1,871,862	5,981,830	6,039,909		-	-	-	-	7,739	8,567	10,005	105,410	161,664	191,275	226,558	274,355	326,073	362,191	398,379	428,576	1,208,897	1,238,126	1,268,367	
13	AFUDC Base							-	-	-	-	3,870	8,185	9,384	57,882	134,184	178,213	212,115	255,386	307,229	353,656	392,697	429,095	837,858	1,249,474	1,289,411	
14	Annual AFUDC Rate		10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	
15	Effective Rate for Semi-Annual Compounding		0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	
16	AFUDC in Current Period		4,930	89,607	375,695	-	470,232	-	-	-	-	32	67	77	473	1,096	1,455	1,732	2,085	2,508	2,888	3,206	3,503	6,841	10,202	10,528	
17	Cumulative AFUDC		4,930	94,537	470,232	470,232		-	-	-	-	32	98	175	648	1,743	3,198	4,930	7,015	9,524	12,411	15,618	19,121	25,962	36,164	46,692	
18	Debt %		0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	
19	Equity%		0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	
20	Debt Amount		1,479	26,882	112,708	-	141,070	-	-	-	-	9	20	23	142	329	437	520	626	753	866	962	1,051	2,052	3,061	3,158	
21	Equity Amount		3,451	62,725	262,986	-	329,163	-	-	-	-	22	47	54	331	767	1,019	1,212	1,460	1,756	2,021	2,244	2,452	4,789	7,141	7,369	
22	Current Period Total		4,930	89,607	375,695	-	470,232	-	-	-	-	32	67	77	473	1,096	1,455	1,732	2,085	2,508	2,888	3,206	3,503	6,841	10,202	10,528	
23	Grand Total Costs of Facilities (with AFUDC)		231,488	1,966,399	6,452,062	6,510,141		-	-	-	-	7,771	8,666	10,180	106,057	163,407	194,474	231,488	281,370	335,597	374,602	413,997	447,697	1,234,859	1,274,290	1,315,059	

Line No.	Description	Notes	Annual Totals					Actuals Jan-18	Actuals Feb-18	Actuals Mar-18	Actuals Apr-18	Actuals May-18	Actuals Jun-18	Actuals Jul-18	Actuals Aug-18	Actuals Sep-18	Forecast Oct-18	Forecast Nov-18	Forecast Dec-18	Forecast Jan-19	Forecast Feb-19	Forecast Mar-19	Forecast Apr-19	Forecast May-19	Forecast Jun-19	Forecast Jul-19	Forecast Aug-19
			2018	2019	2020	2021	Total																				
1	ROW / Site Cost		-	20,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6,667	6,667	6,667	-	-	-	
2	Environmental & Civil Surveys		149,377	955,893	42,696	-	1,147,966	-	-	-	-	232	60	710	52,048	48,778	23,025	24,524	32,703	29,844	14,244	14,302	14,977	763,965	13,965	14,977	
3	Materials		-	428,184	1,284,553	-	1,712,738	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
4	Construction Installation		-	-	1,764,657	-	1,764,657	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
5	Inspection & X-Ray Services		-	-	578,750	-	578,750	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
6	Other Services and Costs		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
7	Contingencies		-	66,132	230,620	-	296,752	-	-	-	-	-	-	-	-	-	-	-	942	942	942	942	942	942	942	942	
8	Line Pack		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
9	Overheads		77,180	166,667	181,696	30,574	456,117	-	-	-	-	7,507	768	727	43,357	7,476	6,587	10,758	13,469	13,583	13,583	13,594	13,594	14,731	13,601	13,601	
10	Property Taxes		-	8,428	26,995	27,505	62,928	-	-	-	-	-	-	-	-	-	-	-	683	683	683	683	683	683	683	722	
11	Cost of Facilities in Current Period		226,558	1,645,305	4,109,968	58,079	6,039,909	-	-	-	-	7,739	828	1,438	95,405	56,254	29,611	35,282	47,797	51,718	36,118	36,189	30,197	780,321	29,229	30,241	
12	Cumulative Investment (w/o AFUDC)		226,558	1,871,862	5,981,830	6,039,909		-	-	-	-	7,739	8,567	10,005	105,410	161,664	191,275	226,558	274,355	326,073	362,191	398,379	428,576	1,208,897	1,238,126	1,268,367	
13	AFUDC Base		-	-	-	-	-	-	-	-	-	3,870	8,185	9,384	57,882	134,184	178,213	212,115	255,386	307,229	353,656	392,697	429,095	837,858	1,249,474	1,289,411	
14	Annual AFUDC Rate		10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	
15	Effective Rate for Semi-Annual Compounding		0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	
16	AFUDC in Current Period		4,930	89,607	375,695	-	470,232	-	-	-	-	32	67	77	473	1,096	1,455	1,732	2,085	2,508	2,888	3,206	3,503	6,841	10,202	10,528	
17	Cumulative AFUDC		4,930	94,537	470,232	470,232		-	-	-	-	32	98	175	648	1,743	3,198	4,930	7,015	9,524	12,411	15,618	19,121	25,962	36,164	46,692	
18	Debt %		0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	
19	Equity%		0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	
20	Debt Amount		1,479	26,882	112,708	-	141,070	-	-	-	-	9	20	23	142	329	437	520	626	753	866	962	1,051	2,052	3,061	3,158	
21	Equity Amount		3,451	62,725	262,986	-	329,163	-	-	-	-	22	47	54	331	767	1,019	1,212	1,460	1,756	2,021	2,244	2,452	4,789	7,141	7,369	
22	Current Period Total		4,930	89,607	375,695	-	470,232	-	-	-	-	32	67	77	473	1,096	1,455	1,732	2,085	2,508	2,888	3,206	3,503	6,841	10,202	10,528	
23	Grand Total Costs of Facilities (with AFUDC)		231,488	1,966,399	6,452,062	6,510,141		-	-	-	-	7,771	8,666	10,180	106,057	163,407	194,474	231,488	281,370	335,597	374,602	413,997	447,697	1,234,859	1,274,290	1,315,059	

Mountain Valley Pipeline, LLC
 Southgate Project
 Docket No. CP19-___-000
Exhibit K
Cost of Facilities
LN3600 Interconnect

Line No.	Description	Notes	Annual Totals					Actuals Jan-18	Actuals Feb-18	Actuals Mar-18	Actuals Apr-18	Actuals May-18	Actuals Jun-18	Actuals Jul-18	Actuals Aug-18	Actuals Sep-18	Forecast Oct-18	Forecast Nov-18	Forecast Dec-18	Forecast Jan-19	Forecast Feb-19	Forecast Mar-19	Forecast Apr-19	Forecast May-19	Forecast Jun-19	Forecast Jul-19	Forecast Aug-19
			2018	2019	2020	2021	Total																				
1	ROW / Site Cost		-	20,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6,667	6,667	6,667	-	-	-	
2	Environmental & Civil Surveys		149,377	955,893	42,696	-	1,147,966	-	-	-	-	232	60	710	52,048	48,778	23,025	24,524	32,703	29,844	14,244	14,302	14,977	763,965	13,965	14,977	
3	Materials		-	428,184	1,284,553	-	1,712,738	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
4	Construction Installation		-	-	1,764,657	-	1,764,657	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
5	Inspection & X-Ray Services		-	-	578,750	-	578,750	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
6	Other Services and Costs		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
7	Contingencies		-	66,132	230,620	-	296,752	-	-	-	-	-	-	-	-	-	-	-	942	942	942	942	942	942	942	942	
8	Line Pack		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
9	Overheads		77,180	166,667	181,696	30,574	456,117	-	-	-	-	7,507	768	727	43,357	7,476	6,587	10,758	13,469	13,583	13,583	13,594	13,594	14,731	13,601	13,601	
10	Property Taxes		-	8,428	26,995	27,505	62,928	-	-	-	-	-	-	-	-	-	-	-	683	683	683	683	683	683	683	722	
11	Cost of Facilities in Current Period		226,558	1,645,305	4,109,968	58,079	6,039,909	-	-	-	-	7,739	828	1,438	95,405	56,254	29,611	35,282	47,797	51,718	36,118	36,189	30,197	780,321	29,229	30,241	
12	Cumulative Investment (w/o AFUDC)		226,558	1,871,862	5,981,830	6,039,909		-	-	-	-	7,739	8,567	10,005	105,410	161,664	191,275	226,558	274,355	326,073	362,191	398,379	428,576	1,208,897	1,238,126	1,268,367	
13	AFUDC Base							-	-	-	-	3,870	8,185	9,384	57,882	134,184	178,213	212,115	255,386	307,229	353,656	392,697	429,095	837,858	1,249,474	1,289,411	
14	Annual AFUDC Rate		10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	
15	Effective Rate for Semi-Annual Compounding		0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	
16	AFUDC in Current Period		4,930	89,607	375,695	-	470,232	-	-	-	-	32	67	77	473	1,096	1,455	1,732	2,085	2,508	2,888	3,206	3,503	6,841	10,202	10,528	
17	Cumulative AFUDC		4,930	94,537	470,232	470,232		-	-	-	-	32	98	175	648	1,743	3,198	4,930	7,015	9,524	12,411	15,618	19,121	25,962	36,164	46,692	
18	Debt %		0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	
19	Equity%		0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	
20	Debt Amount		1,479	26,882	112,708	-	141,070	-	-	-	-	9	20	23	142	329	437	520	626	753	866	962	1,051	2,052	3,061	3,158	
21	Equity Amount		3,451	62,725	262,986	-	329,163	-	-	-	-	22	47	54	331	767	1,019	1,212	1,460	1,756	2,021	2,244	2,452	4,789	7,141	7,369	
22	Current Period Total		4,930	89,607	375,695	-	470,232	-	-	-	-	32	67	77	473	1,096	1,455	1,732	2,085	2,508	2,888	3,206	3,503	6,841	10,202	10,528	
23	Grand Total Costs of Facilities (with AFUDC)		231,488	1,966,399	6,452,062	6,510,141		-	-	-	-	7,771	8,666	10,180	106,057	163,407	194,474	231,488	281,370	335,597	374,602	413,997	447,697	1,234,859	1,274,290	1,315,059	

Line No.	Description	2019	2019	2019	2019	2020	2020	2020	2020	2020	2020	2020	2020	2020	2020	2020	2020	2021	2021	2021	2021	2021	2021	
		Forecast Sep-19	Forecast Oct-19	Forecast Nov-19	Forecast Dec-19	Forecast Jan-20	Forecast Feb-20	Forecast Mar-20	Forecast Apr-20	Forecast May-20	Forecast Jun-20	Forecast Jul-20	Forecast Aug-20	Forecast Sep-20	Forecast Oct-20	Forecast Nov-20	Forecast Dec-20	Forecast Jan-21	Forecast Feb-21	Forecast Mar-21	Forecast Apr-21	Forecast May-21	Forecast Jun-21	
1	ROW / Site Cost	1,558,059	1,491,177	317,005	236,039	230,539	1,184,253	1,184,253	532,107	193,174	193,174	193,174	193,174	193,174	193,174	193,174	228,477	72,314	-	-	-	-	-	
2	Environmental & Civil Surveys	1,006,171	1,006,171	1,146,144	991,171	868,493	942,282	908,565	35,000	108,789	375,689	370,689	444,478	350,689	354,339	428,128	350,689	340,689	340,689	-	-	-	-	
3	Materials	16,540,377	18,914,274	740,474	2,341,705	1,848,077	3,087,149	3,202,976	1,716,183	3,812,631	273,038	160,434	28,594	28,594	28,594	149,241	28,594	-	-	-	-	-	-	
4	Construction Installation	188,511	-	-	-	880,316	3,158,422	8,096,308	14,861,158	22,989,158	23,842,920	24,686,034	24,402,806	23,926,348	22,783,148	13,758,104	26,078,029	6,007,355	2,797,017	245,090	-	-	-	
5	Inspection & X-Ray Services	-	-	66,833	86,833	86,833	356,779	1,139,402	1,863,284	2,618,207	2,659,977	2,584,977	2,404,977	2,367,896	2,367,896	1,525,120	1,235,120	1,043,422	876,340	523,765	228,361	71,833	71,833	
6	Other Services and Costs	60,000	60,000	60,000	78,236	55,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	10,000	-	-	-	-	-	
7	Contingencies	68,675	1,401,183	1,401,183	1,401,183	1,401,183	1,401,183	1,401,183	1,401,183	1,401,183	1,401,183	1,401,183	1,401,183	1,401,183	1,401,183	1,401,183	1,401,183	-	-	-	-	-	-	
8	Line Pack	-	-	-	-	-	-	-	-	-	-	-	-	-	193,370	-	-	-	-	-	-	-	-	
9	Overheads	991,602	990,706	992,306	1,174,732	1,105,036	1,111,532	1,112,021	1,092,467	1,181,854	1,060,181	1,059,991	1,059,991	1,059,991	1,059,706	1,178,879	1,165,553	368,587	353,270	350,270	350,270	452,359	354,388	
10	Property Taxes	52,609	52,609	52,609	52,609	121,714	121,714	121,714	121,714	121,714	121,714	206,320	206,320	206,320	206,320	206,320	206,320	294,943	294,943	294,943	294,943	294,943	294,943	
11	Cost of Facilities in Current Period	20,466,004	23,916,119	4,776,553	6,362,506	6,597,190	11,428,313	17,231,423	21,688,097	32,491,711	29,992,876	30,727,802	30,206,522	29,599,195	28,652,730	18,905,151	30,758,965	8,137,311	4,662,260	1,414,068	873,574	819,135	721,164	
12	Cumulative Investment (w/o AFUDC)	99,857,898	123,774,017	128,550,570	134,913,077	141,510,266	152,938,579	170,170,002	191,858,099	224,349,810	254,342,686	285,070,489	315,277,011	344,876,206	373,528,935	392,434,086	423,193,051	431,330,362	435,992,622	437,406,690	438,280,265	439,099,399	439,820,563	
13	AFUDC Base	93,509,822	116,464,377	131,761,627	138,406,971	146,016,890	156,221,847	171,827,242	192,689,945	221,353,133	254,402,741	286,840,239	319,649,408	352,162,155	384,163,467									
14	Annual AFUDC Rate	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	
15	Effective Rate for Semi-Annual Compounding	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	
16	AFUDC in Current Period	763,493	950,914	1,075,813	1,130,072	1,192,205	1,275,527	1,402,943	1,573,284	1,807,314	2,077,159	2,342,006	2,609,888	2,875,350	3,136,636									
17	Cumulative AFUDC	4,648,420	5,599,334	6,675,147	7,805,219	8,997,424	10,272,952	11,675,895	13,249,178	15,056,493	17,133,652	19,475,658	22,085,546	24,960,896	28,097,532	28,097,532	28,097,532	28,097,532	28,097,532	28,097,532	28,097,532	28,097,532	28,097,532	
18	Debt %	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	
19	Equity%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	
20	Debt Amount	229,048	285,274	322,744	339,021	357,662	382,658	420,883	471,985	542,194	623,148	702,602	782,966	862,605	940,991	-	-	-	-	-	-	-	-	-
21	Equity Amount	534,445	665,640	753,069	791,050	834,544	892,869	982,060	1,101,299	1,265,120	1,454,011	1,639,404	1,826,922	2,012,745	2,195,645	-	-	-	-	-	-	-	-	-
22	Current Period Total	763,493	950,914	1,075,813	1,130,072	1,192,205	1,275,527	1,402,943	1,573,284	1,807,314	2,077,159	2,342,006	2,609,888	2,875,350	3,136,636	-	-	-	-	-	-	-	-	
23	Grand Total Costs of Facilities (with AFUDC)	104,506,318	129,373,351	135,225,718	142,718,295	150,507,690	163,211,531	181,845,896	205,107,277	239,406,302	271,476,338	304,546,147	337,362,557	369,837,102	401,626,467	420,531,618	451,290,583	459,427,894	464,090,154	465,504,222	466,377,796	467,196,931	467,918,095	

Mountain Valley Pipeline, LLC
 Southgate Project
 Docket No. CP19-___-000
Exhibit K
Cost of Facilities
VA - Pipeline

Line No.	Description	Forecast Sep-19	Forecast Oct-19	Forecast Nov-19	Forecast Dec-19	Forecast Jan-20	Forecast Feb-20	Forecast Mar-20	Forecast Apr-20	Forecast May-20	Forecast Jun-20	Forecast Jul-20	Forecast Aug-20	Forecast Sep-20	Forecast Oct-20	Forecast Nov-20	Forecast Dec-20	Forecast Jan-21	Forecast Feb-21	Forecast Mar-21	Forecast Apr-21	Forecast May-21	Forecast Jun-21
1	ROW / Site Cost	561,504	536,106	113,673	84,919	82,930	426,671	426,671	191,578	69,419	69,419	69,419	69,419	69,419	69,419	69,419	69,419	38,916	-	-	-	-	-
2	Environmental & Civil Surveys	303,774	303,774	346,033	299,245	262,207	284,485	262,207	10,567	32,844	133,400	131,891	154,168	125,853	126,955	149,232	125,853	122,834	122,834	-	-	-	-
3	Materials	5,812,729	5,812,729	191,145	282,614	191,145	99,676	57,831	57,831	57,831	57,831	57,831	10,309	10,309	10,309	10,309	10,309	-	-	-	-	-	-
4	Construction Installation	67,967	-	-	-	317,393	859,888	2,329,387	4,572,285	7,630,781	7,834,681	8,224,553	8,224,553	8,224,553	7,001,154	4,751,154	8,581,690	2,470,679	1,044,503	88,366	-	-	-
5	Inspection & X-Ray Services	-	-	24,096	24,096	24,096	70,998	285,907	506,790	757,794	772,892	797,892	797,892	812,651	812,651	532,329	432,329	347,025	286,784	146,222	57,778	24,096	24,096
6	Other Services and Costs	21,653	21,653	21,653	24,631	16,229	16,229	16,229	16,229	16,229	16,229	16,229	16,229	16,229	16,229	16,229	16,229	-	-	-	-	-	-
7	Contingencies	20,734	423,032	423,032	423,032	423,032	423,032	423,032	423,032	423,032	423,032	423,032	423,032	423,032	423,032	423,032	423,032	-	-	-	-	-	-
8	Line Pack	-	-	-	-	-	-	-	-	-	-	-	-	-	69,718	-	-	-	-	-	-	-	-
9	Overheads	299,375	299,104	299,588	354,664	333,622	335,583	335,731	329,827	356,814	320,080	320,022	320,022	320,022	319,936	355,916	351,893	111,280	106,656	105,750	105,750	136,572	106,993
10	Property Taxes	15,883	15,883	15,883	15,883	36,747	36,747	36,747	36,747	36,747	36,747	62,290	62,290	62,290	62,290	62,290	62,290	89,047	89,047	89,047	89,047	89,047	89,047
11	Cost of Facilities in Current Period	7,103,618	7,412,281	1,435,103	1,509,085	1,687,401	2,553,308	4,173,742	6,144,886	9,381,492	9,664,310	10,103,159	10,077,914	10,064,357	8,911,693	6,369,911	10,073,043	3,179,781	1,649,823	429,384	252,575	249,715	220,136
12	Cumulative Investment (w/o AFUDC)	27,227,254	34,639,535	36,074,638	37,583,722	39,271,123	41,824,432	45,998,173	52,143,059	61,524,551	71,188,861	81,292,019	91,369,934	101,434,291	110,345,984	116,715,895	126,788,938	129,968,719	131,618,542	132,047,926	132,300,500	132,550,215	132,770,352
13	AFUDC Base	24,711,142	32,170,854	36,857,216	38,630,244	40,543,896	42,995,286	46,709,860	52,250,553	60,440,360	70,456,747	80,915,749	91,666,950	102,486,533	112,811,345								
14	Annual AFUDC Rate	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%
15	Effective Rate for Semi-Annual Compounding	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%
16	AFUDC in Current Period	201,763	262,670	300,933	315,410	331,035	351,050	381,379	426,618	493,486	575,268	660,665	748,447	836,787	921,087								
17	Cumulative AFUDC	1,237,460	1,500,130	1,801,064	2,116,474	2,447,508	2,798,558	3,179,937	3,606,555	4,100,041	4,675,309	5,335,974	6,084,421	6,921,207	7,842,295	7,842,295	7,842,295	7,842,295	7,842,295	7,842,295	7,842,295	7,842,295	7,842,295
18	Debt %	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%
19	Equity%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%
20	Debt Amount	60,529	78,801	90,280	94,623	99,310	105,315	114,414	127,985	148,046	172,581	198,199	224,534	251,036	276,326	-	-	-	-	-	-	-	-
21	Equity Amount	141,234	183,869	210,653	220,787	231,724	245,735	266,965	298,632	345,440	402,688	462,465	523,913	585,751	644,761	-	-	-	-	-	-	-	-
22	Current Period Total	201,763	262,670	300,933	315,410	331,035	351,050	381,379	426,618	493,486	575,268	660,665	748,447	836,787	921,087	-	-	-	-	-	-	-	-
23	Grand Total Costs of Facilities (with AFUDC)	28,464,714	36,139,665	37,875,701	39,700,196	41,718,631	44,622,990	49,178,110	55,749,614	65,624,592	75,864,170	86,627,993	97,454,354	108,355,498	118,188,279	124,558,189	134,631,233	137,811,014	139,460,836	139,890,220	140,142,795	140,392,510	140,612,646

Mountain Valley Pipeline, LLC
 Southgate Project
 Docket No. CP19-____-000
Exhibit K
Cost of Facilities
NC - Pipeline

Line No.	Description	Forecast Sep-19	Forecast Oct-19	Forecast Nov-19	Forecast Dec-19	Forecast Jan-20	Forecast Feb-20	Forecast Mar-20	Forecast Apr-20	Forecast May-20	Forecast Jun-20	Forecast Jul-20	Forecast Aug-20	Forecast Sep-20	Forecast Oct-20	Forecast Nov-20	Forecast Dec-20	Forecast Jan-21	Forecast Feb-21	Forecast Mar-21	Forecast Apr-21	Forecast May-21	Forecast Jun-21
1	ROW / Site Cost	996,556	955,072	203,332	151,119	147,608	757,582	757,582	340,529	123,755	123,755	123,755	123,755	123,755	123,755	123,755	159,058	33,398	-	-	-	-	-
2	Environmental & Civil Surveys	538,755	538,755	613,704	530,724	465,035	504,546	465,035	18,741	58,251	236,597	233,919	273,430	223,210	225,165	264,675	223,210	217,856	217,856	-	-	-	-
3	Materials	10,309,403	10,309,403	339,046	339,046	339,046	339,046	102,602	102,602	102,602	102,602	102,602	18,284	18,284	18,284	18,284	18,284	-	-	-	-	-	-
4	Construction Installation	120,545	-	-	-	562,923	1,525,085	4,233,253	8,211,222	13,185,725	13,547,359	14,238,830	14,238,830	14,238,830	14,319,029	8,469,029	15,758,092	3,536,676	1,752,514	156,724	-	-	-
5	Inspection & X-Ray Services	-	-	42,736	42,736	42,736	115,781	518,496	860,244	1,305,412	1,332,085	1,382,085	1,382,085	1,375,245	1,375,245	932,791	782,791	681,397	574,556	372,543	165,583	42,736	42,736
6	Other Services and Costs	38,347	38,347	38,347	43,605	28,771	28,771	28,771	28,771	28,771	28,771	28,771	28,771	28,771	28,771	28,771	28,771	-	-	-	-	-	-
7	Contingencies	36,772	750,265	750,265	750,265	750,265	750,265	750,265	750,265	750,265	750,265	750,265	750,265	750,265	750,265	750,265	750,265	-	-	-	-	-	-
8	Line Pack	-	-	-	-	-	-	-	-	-	-	-	-	-	123,652	-	-	-	-	-	-	-	-
9	Overheads	530,955	530,474	531,331	629,012	591,693	595,171	595,433	584,963	632,825	567,675	567,573	567,573	567,573	567,421	631,232	624,096	197,361	189,159	187,552	187,552	242,216	189,757
10	Property Taxes	28,169	28,169	28,169	28,169	65,172	65,172	65,172	65,172	65,172	65,172	110,474	110,474	110,474	110,474	110,474	110,474	157,928	157,928	157,928	157,928	157,928	157,928
11	Cost of Facilities in Current Period	12,599,501	13,150,486	2,546,931	2,514,675	2,993,250	4,681,419	7,516,609	10,962,510	16,252,781	16,754,282	17,538,277	17,493,469	17,436,409	17,642,061	11,329,278	18,455,043	4,824,615	2,892,013	874,748	511,064	442,880	390,421
12	Cumulative Investment (w/o AFUDC)	48,270,607	61,421,092	63,968,024	66,482,699	69,475,949	74,157,367	81,673,977	92,636,486	108,889,267	125,643,549	143,181,826	160,675,295	178,111,705	195,753,766	207,083,044	225,538,087	230,362,702	233,254,714	234,129,462	234,640,526	235,083,406	235,473,827
13	AFUDC Base	43,805,591	57,038,251	65,352,668	68,417,066	71,729,643	76,152,639	82,873,427	92,789,635	107,154,894	124,533,329	142,696,404	161,377,371	180,159,931	199,170,145								
14	Annual AFUDC Rate	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%
15	Effective Rate for Semi-Annual Compounding	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%
16	AFUDC in Current Period	357,666	465,709	533,594	558,615	585,661	621,775	676,649	757,613	874,903	1,016,795	1,165,094	1,317,621	1,470,978	1,626,194								
17	Cumulative AFUDC	2,192,401	2,658,110	3,191,704	3,750,319	4,335,981	4,957,755	5,634,404	6,392,017	7,266,920	8,283,716	9,448,810	10,766,431	12,237,409	13,863,603	13,863,603	13,863,603	13,863,603	13,863,603	13,863,603	13,863,603	13,863,603	13,863,603
18	Debt %	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%
19	Equity%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%
20	Debt Amount	107,300	139,713	160,078	167,584	175,698	186,532	202,995	227,284	262,471	305,039	349,528	395,286	441,293	487,858	-	-	-	-	-	-	-	-
21	Equity Amount	250,366	325,996	373,516	391,030	409,963	435,242	473,654	530,329	612,432	711,757	815,566	922,335	1,029,685	1,138,335	-	-	-	-	-	-	-	-
22	Current Period Total	357,666	465,709	533,594	558,615	585,661	621,775	676,649	757,613	874,903	1,016,795	1,165,094	1,317,621	1,470,978	1,626,194	-	-	-	-	-	-	-	-
23	Grand Total Costs of Facilities (with AFUDC)	50,463,008	64,079,202	67,159,728	70,233,018	73,811,929	79,115,123	87,308,381	99,028,503	116,156,187	133,927,265	152,630,636	171,441,727	190,349,114	209,617,369	220,946,647	239,401,690	244,226,305	247,118,317	247,993,065	248,504,129	248,947,009	249,337,430

Mountain Valley Pipeline, LLC
 Southgate Project
 Docket No. CP19-____-000
Exhibit K
Cost of Facilities
Lambert Compressor Station & Interconnect

Line No.	Description	Forecast Sep-19	Forecast Oct-19	Forecast Nov-19	Forecast Dec-19	Forecast Jan-20	Forecast Feb-20	Forecast Mar-20	Forecast Apr-20	Forecast May-20	Forecast Jun-20	Forecast Jul-20	Forecast Aug-20	Forecast Sep-20	Forecast Oct-20	Forecast Nov-20	Forecast Dec-20	Forecast Jan-21	Forecast Feb-21	Forecast Mar-21	Forecast Apr-21	Forecast May-21	Forecast Jun-21
1	ROW / Site Cost	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2	Environmental & Civil Surveys	122,241	122,241	139,246	120,418	105,514	114,479	145,586	4,252	13,217	4,252	3,645	12,609	1,215	1,658	10,623	1,215	-	-	-	-	-	-
3	Materials	418,245	2,792,142	210,283	435,492	33,333	1,363,874	1,757,990	1,555,750	3,652,198	112,604	-	-	-	-	120,648	-	-	-	-	-	-	-
4	Construction Installation	-	-	-	-	-	296,991	818,983	1,362,965	1,457,965	1,507,965	1,507,965	1,462,965	1,462,965	1,462,965	537,921	1,208,850	-	-	-	-	-	-
5	Inspection & X-Ray Services	-	-	-	20,000	20,000	80,000	80,000	125,000	180,000	180,000	180,000	180,000	180,000	180,000	60,000	20,000	15,000	15,000	5,000	5,000	5,000	5,000
6	Other Services and Costs	-	-	-	10,000	10,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	10,000	-	-	-	-	-
7	Contingencies	8,343	170,231	170,231	170,231	170,231	170,231	170,231	170,231	170,231	170,231	170,231	170,231	170,231	170,231	170,231	170,231	-	-	-	-	-	-
8	Line Pack	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
9	Overheads	120,471	120,362	120,556	142,719	134,252	135,041	135,100	132,725	143,585	128,802	128,779	128,779	128,779	128,745	143,223	141,604	44,780	42,919	42,555	42,555	54,957	43,055
10	Property Taxes	6,391	6,391	6,391	6,391	14,787	14,787	14,787	14,787	14,787	14,787	14,787	25,066	25,066	25,066	25,066	25,066	35,833	35,833	35,833	35,833	35,833	35,833
11	Cost of Facilities in Current Period	675,691	3,211,367	646,708	905,252	488,117	2,195,403	3,142,677	3,385,710	5,651,983	2,138,642	2,035,686	1,999,651	1,988,256	1,988,665	1,087,712	1,586,966	105,613	93,752	83,388	83,388	95,790	83,888
12	Cumulative Investment (w/o AFUDC)	20,467,742	23,679,109	24,325,817	25,231,069	25,719,186	27,914,589	31,057,266	34,442,976	40,094,959	42,233,601	44,269,287	46,268,938	48,257,194	50,245,859	51,333,571	52,920,537	53,026,150	53,119,902	53,203,290	53,286,677	53,382,468	53,466,356
13	AFUDC Base	21,004,315	23,119,341	25,237,144	26,219,182	27,129,942	28,693,214	31,596,530	35,118,704	39,924,289	44,145,577	46,593,183	48,991,278	51,385,237	53,793,251								
14	Annual AFUDC Rate	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%
15	Effective Rate for Semi-Annual Compounding	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%
16	AFUDC in Current Period	171,497	188,766	206,057	214,076	221,512	234,276	257,981	286,739	325,976	360,442	380,426	400,006	419,553	439,214								
17	Cumulative AFUDC	1,045,916	1,234,681	1,440,739	1,654,814	1,876,326	2,110,602	2,368,583	2,655,322	2,981,297	3,341,739	3,722,165	4,122,171	4,541,724	4,980,938	4,980,938	4,980,938	4,980,938	4,980,938	4,980,938	4,980,938	4,980,938	4,980,938
18	Debt %	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%
19	Equity%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%
20	Debt Amount	51,449	56,630	61,817	64,223	66,454	70,283	77,394	86,022	97,793	108,133	114,128	120,002	125,866	131,764	-	-	-	-	-	-	-	-
21	Equity Amount	120,048	132,136	144,240	149,853	155,058	163,993	180,587	200,717	228,183	252,309	266,298	280,004	293,687	307,450	-	-	-	-	-	-	-	-
22	Current Period Total	171,497	188,766	206,057	214,076	221,512	234,276	257,981	286,739	325,976	360,442	380,426	400,006	419,553	439,214	-	-	-	-	-	-	-	-
23	Grand Total Costs of Facilities (with AFUDC)	21,513,657	24,913,790	25,766,556	26,885,883	27,595,512	30,025,191	33,425,849	37,098,298	43,076,256	45,575,340	47,991,452	50,391,109	52,798,918	55,226,797	56,314,509	57,901,475	58,007,088	58,100,840	58,184,227	58,267,615	58,363,405	58,447,293

Mountain Valley Pipeline, LLC
 Southgate Project
 Docket No. CP19-___-000
Exhibit K
Cost of Facilities
T-15 Dan River Interconnect

Line No.	Description	Forecast Sep-19	Forecast Oct-19	Forecast Nov-19	Forecast Dec-19	Forecast Jan-20	Forecast Feb-20	Forecast Mar-20	Forecast Apr-20	Forecast May-20	Forecast Jun-20	Forecast Jul-20	Forecast Aug-20	Forecast Sep-20	Forecast Oct-20	Forecast Nov-20	Forecast Dec-20	Forecast Jan-21	Forecast Feb-21	Forecast Mar-21	Forecast Apr-21	Forecast May-21	Forecast Jun-21
1	ROW / Site Cost	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2	Environmental & Civil Surveys	13,800	13,800	15,720	13,595	11,912	12,924	11,912	480	1,492	480	411	1,424	137	187	1,199	137	-	-	-	-	-	-
3	Materials	-	-	-	428,184	428,184	428,184	428,184	-	-	-	-	-	-	-	-	-	176,466	-	-	-	-	-
4	Construction Installation	-	-	-	-	-	158,819	238,229	238,229	238,229	317,638	238,229	158,819	-	-	-	-	-	-	-	-	-	-
5	Inspection & X-Ray Services	-	-	-	-	-	30,000	85,000	123,750	125,000	125,000	75,000	15,000	-	-	-	-	-	-	-	-	-	-
6	Other Services and Costs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
7	Contingencies	942	19,218	19,218	19,218	19,218	19,218	19,218	19,218	19,218	19,218	19,218	19,218	19,218	19,218	19,218	19,218	-	-	-	-	-	-
8	Line Pack	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
9	Overheads	13,601	13,588	13,610	16,112	15,156	15,246	15,252	14,984	16,210	14,541	14,539	14,539	14,539	14,535	16,169	15,986	5,055	4,845	4,804	4,804	6,204	4,861
10	Property Taxes	722	722	722	722	1,669	1,669	1,669	1,669	1,669	1,669	2,830	2,830	2,830	2,830	2,830	2,830	4,045	4,045	4,045	4,045	4,045	4,045
11	Cost of Facilities in Current Period	29,065	47,329	49,270	477,831	476,141	666,061	799,465	398,331	401,819	478,547	350,227	211,829	36,724	36,770	39,417	214,637	9,101	8,891	8,850	8,850	10,250	8,906
12	Cumulative Investment (w/o AFUDC)	1,297,432	1,344,760	1,394,031	1,871,862	2,348,003	3,014,064	3,813,529	4,211,859	4,613,678	5,092,225	5,442,452	5,654,281	5,691,005	5,727,775	5,767,192	5,981,830	5,990,930	5,999,821	6,008,671	6,017,520	6,027,770	6,036,676
13	AFUDC Base	1,329,591	1,378,644	1,438,200	1,713,493	2,204,470	2,793,569	3,549,142	4,177,018	4,611,197	5,089,029	5,544,968	5,871,270	6,043,484	6,129,575								
14	Annual AFUDC Rate	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%
15	Effective Rate for Semi-Annual Compounding	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%
16	AFUDC in Current Period	10,856	11,256	11,743	13,990	17,999	22,809	28,978	34,105	37,650	41,551	45,274	47,938	49,344	50,047								
17	Cumulative AFUDC	57,548	68,804	80,547	94,537	112,536	135,345	164,324	198,428	236,078	277,629	322,903	370,841	420,185	470,232	470,232	470,232	470,232	470,232	470,232	470,232	470,232	470,232
18	Debt %	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%
19	Equity%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%
20	Debt Amount	3,257	3,377	3,523	4,197	5,400	6,843	8,693	10,231	11,295	12,465	13,582	14,381	14,803	15,014	-	-	-	-	-	-	-	-
21	Equity Amount	7,599	7,879	8,220	9,793	12,599	15,966	20,285	23,873	26,355	29,086	31,692	33,557	34,541	35,033	-	-	-	-	-	-	-	-
22	Current Period Total	10,856	11,256	11,743	13,990	17,999	22,809	28,978	34,105	37,650	41,551	45,274	47,938	49,344	50,047	-	-	-	-	-	-	-	-
23	Grand Total Costs of Facilities (with AFUDC)	1,354,979	1,413,564	1,474,578	1,966,399	2,460,539	3,149,409	3,977,852	4,410,288	4,849,756	5,369,854	5,765,355	6,025,122	6,111,190	6,198,008	6,237,424	6,452,062	6,461,163	6,470,053	6,478,903	6,487,753	6,498,002	6,506,908

Mountain Valley Pipeline, LLC
 Southgate Project
 Docket No. CP19-___-000
Exhibit K
Cost of Facilities
T-21 Haw River Interconnect

Line No.	Description	Forecast Sep-19	Forecast Oct-19	Forecast Nov-19	Forecast Dec-19	Forecast Jan-20	Forecast Feb-20	Forecast Mar-20	Forecast Apr-20	Forecast May-20	Forecast Jun-20	Forecast Jul-20	Forecast Aug-20	Forecast Sep-20	Forecast Oct-20	Forecast Nov-20	Forecast Dec-20	Forecast Jan-21	Forecast Feb-21	Forecast Mar-21	Forecast Apr-21	Forecast May-21	Forecast Jun-21
1	ROW / Site Cost	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2	Environmental & Civil Surveys	13,800	13,800	15,720	13,595	11,912	12,924	11,912	480	1,492	480	411	1,424	137	187	1,199	137	-	-	-	-	-	-
3	Materials	-	-	-	428,184	428,184	428,184	428,184	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4	Construction Installation	-	-	-	-	-	158,819	238,229	238,229	238,229	317,638	238,229	158,819	-	-	-	176,466	-	-	-	-	-	-
5	Inspection & X-Ray Services	-	-	-	-	-	30,000	85,000	123,750	125,000	125,000	75,000	15,000	-	-	-	-	-	-	-	-	-	-
6	Other Services and Costs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
7	Contingencies	942	19,218	19,218	19,218	19,218	19,218	19,218	19,218	19,218	19,218	19,218	19,218	19,218	19,218	19,218	19,218	-	-	-	-	-	-
8	Line Pack	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
9	Overheads	13,601	13,588	13,610	16,112	15,156	15,246	15,252	14,984	16,210	14,541	14,539	14,539	14,539	14,535	16,169	15,986	5,055	4,845	4,804	4,804	6,204	4,861
10	Property Taxes	722	722	722	722	1,669	1,669	1,669	1,669	1,669	1,669	2,830	2,830	2,830	2,830	2,830	2,830	4,045	4,045	4,045	4,045	4,045	4,045
11	Cost of Facilities in Current Period	29,065	47,329	49,270	477,831	476,141	666,061	799,465	398,331	401,819	478,547	350,227	211,829	36,724	36,770	39,417	214,637	9,101	8,891	8,850	8,850	10,250	8,906
12	Cumulative Investment (w/o AFUDC)	1,297,432	1,344,760	1,394,031	1,871,862	2,348,003	3,014,064	3,813,529	4,211,859	4,613,678	5,092,225	5,442,452	5,654,281	5,691,005	5,727,775	5,767,192	5,981,830	5,990,930	5,999,821	6,008,671	6,017,520	6,027,770	6,036,676
13	AFUDC Base	1,329,591	1,378,644	1,438,200	1,713,493	2,204,470	2,793,569	3,549,142	4,177,018	4,611,197	5,089,029	5,544,968	5,871,270	6,043,484	6,129,575								
14	Annual AFUDC Rate	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%
15	Effective Rate for Semi-Annual Compounding	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%
16	AFUDC in Current Period	10,856	11,256	11,743	13,990	17,999	22,809	28,978	34,105	37,650	41,551	45,274	47,938	49,344	50,047								
17	Cumulative AFUDC	57,548	68,804	80,547	94,537	112,536	135,345	164,324	198,428	236,078	277,629	322,903	370,841	420,185	470,232	470,232	470,232	470,232	470,232	470,232	470,232	470,232	470,232
18	Debt %	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%
19	Equity%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%
20	Debt Amount	3,257	3,377	3,523	4,197	5,400	6,843	8,693	10,231	11,295	12,465	13,582	14,381	14,803	15,014	-	-	-	-	-	-	-	-
21	Equity Amount	7,599	7,879	8,220	9,793	12,599	15,966	20,285	23,873	26,355	29,086	31,692	33,557	34,541	35,033	-	-	-	-	-	-	-	-
22	Current Period Total	10,856	11,256	11,743	13,990	17,999	22,809	28,978	34,105	37,650	41,551	45,274	47,938	49,344	50,047	-	-	-	-	-	-	-	-
23	Grand Total Costs of Facilities (with AFUDC)	1,354,979	1,413,564	1,474,578	1,966,399	2,460,539	3,149,409	3,977,852	4,410,288	4,849,756	5,369,854	5,765,355	6,025,122	6,111,190	6,198,008	6,237,424	6,452,062	6,461,163	6,470,053	6,478,903	6,487,753	6,498,002	6,506,908

Mountain Valley Pipeline, LLC
 Southgate Project
 Docket No. CP19-___-000
Exhibit K
Cost of Facilities
LN3600 Interconnect

Line No.	Description	Forecast Sep-19	Forecast Oct-19	Forecast Nov-19	Forecast Dec-19	Forecast Jan-20	Forecast Feb-20	Forecast Mar-20	Forecast Apr-20	Forecast May-20	Forecast Jun-20	Forecast Jul-20	Forecast Aug-20	Forecast Sep-20	Forecast Oct-20	Forecast Nov-20	Forecast Dec-20	Forecast Jan-21	Forecast Feb-21	Forecast Mar-21	Forecast Apr-21	Forecast May-21	Forecast Jun-21
1	ROW / Site Cost	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2	Environmental & Civil Surveys	13,800	13,800	15,720	13,595	11,912	12,924	11,912	480	1,492	480	411	1,424	137	187	1,199	137	-	-	-	-	-	-
3	Materials	-	-	-	428,184	428,184	428,184	428,184	-	-	-	-	-	-	-	-	-	176,466	-	-	-	-	-
4	Construction Installation	-	-	-	-	-	158,819	238,229	238,229	238,229	317,638	238,229	158,819	-	-	-	-	-	-	-	-	-	-
5	Inspection & X-Ray Services	-	-	-	-	-	30,000	85,000	123,750	125,000	125,000	75,000	15,000	-	-	-	-	-	-	-	-	-	-
6	Other Services and Costs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
7	Contingencies	942	19,218	19,218	19,218	19,218	19,218	19,218	19,218	19,218	19,218	19,218	19,218	19,218	19,218	19,218	19,218	-	-	-	-	-	-
8	Line Pack	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
9	Overheads	13,601	13,588	13,610	16,112	15,156	15,246	15,252	14,984	16,210	14,541	14,539	14,539	14,539	14,535	16,169	15,986	5,055	4,845	4,804	4,804	6,204	4,861
10	Property Taxes	722	722	722	722	1,669	1,669	1,669	1,669	1,669	1,669	2,830	2,830	2,830	2,830	2,830	2,830	4,045	4,045	4,045	4,045	4,045	4,045
11	Cost of Facilities in Current Period	29,065	47,329	49,270	477,831	476,141	666,061	799,465	398,331	401,819	478,547	350,227	211,829	36,724	36,770	39,417	214,637	9,101	8,891	8,850	8,850	10,250	8,906
12	Cumulative Investment (w/o AFUDC)	1,297,432	1,344,760	1,394,031	1,871,862	2,348,003	3,014,064	3,813,529	4,211,859	4,613,678	5,092,225	5,442,452	5,654,281	5,691,005	5,727,775	5,767,192	5,981,830	5,990,930	5,999,821	6,008,671	6,017,520	6,027,770	6,036,676
13	AFUDC Base	1,329,591	1,378,644	1,438,200	1,713,493	2,204,470	2,793,569	3,549,142	4,177,018	4,611,197	5,089,029	5,544,968	5,871,270	6,043,484	6,129,575								
14	Annual AFUDC Rate	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%
15	Effective Rate for Semi-Annual Compounding	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%
16	AFUDC in Current Period	10,856	11,256	11,743	13,990	17,999	22,809	28,978	34,105	37,650	41,551	45,274	47,938	49,344	50,047								
17	Cumulative AFUDC	57,548	68,804	80,547	94,537	112,536	135,345	164,324	198,428	236,078	277,629	322,903	370,841	420,185	470,232	470,232	470,232	470,232	470,232	470,232	470,232	470,232	470,232
18	Debt %	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%
19	Equity%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%
20	Debt Amount	3,257	3,377	3,523	4,197	5,400	6,843	8,693	10,231	11,295	12,465	13,582	14,381	14,803	15,014	-	-	-	-	-	-	-	-
21	Equity Amount	7,599	7,879	8,220	9,793	12,599	15,966	20,285	23,873	26,355	29,086	31,692	33,557	34,541	35,033	-	-	-	-	-	-	-	-
22	Current Period Total	10,856	11,256	11,743	13,990	17,999	22,809	28,978	34,105	37,650	41,551	45,274	47,938	49,344	50,047	-	-	-	-	-	-	-	-
23	Grand Total Costs of Facilities (with AFUDC)	1,354,979	1,413,564	1,474,578	1,966,399	2,460,539	3,149,409	3,977,852	4,410,288	4,849,756	5,369,854	5,765,355	6,025,122	6,111,190	6,198,008	6,237,424	6,452,062	6,461,163	6,470,053	6,478,903	6,487,753	6,498,002	6,506,908

Exhibit K

Cost of Facilities

Total Estimated Cost

Line No.	Description	2021	2021	2021	2021	2021	2021
		Forecast Jul-21	Forecast Aug-21	Forecast Sep-21	Forecast Oct-21	Forecast Nov-21	Forecast Dec-21
1	ROW / Site Cost	-	-	-	-	-	-
2	Environmental & Civil Surveys	-	-	-	-	-	-
3	Materials	-	-	-	-	-	-
4	Construction Installation	-	-	-	-	-	-
5	Inspection & X-Ray Services	71,833	66,833	66,833	66,833	33,416	-
6	Other Services and Costs	-	-	-	-	-	-
7	Contingencies	-	-	-	-	-	-
8	Line Pack	-	-	-	-	-	-
9	Overheads	-	-	-	-	-	-
10	Property Taxes	39,278	39,278	39,278	39,278	39,278	39,278
11	Cost of Facilities in Current Period	111,111	106,111	106,111	106,111	72,694	39,278
12	Cumulative Investment (w/o AFUDC)	439,931,673	440,037,784	440,143,895	440,250,005	440,322,699	440,361,977
13	AFUDC Base						
14	Annual AFUDC Rate	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%
15	Effective Rate for Semi-Annual Compounding	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%
16	AFUDC in Current Period						
17	Cumulative AFUDC	28,097,532	28,097,532	28,097,532	28,097,532	28,097,532	28,097,532
18	Debt %	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%
19	Equity%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%
20	Debt Amount	-	-	-	-	-	-
21	Equity Amount	-	-	-	-	-	-
22	Current Period Total	-	-	-	-	-	-
23	Grand Total Costs of Facilities (with AFUDC)	468,029,205	468,135,316	468,241,426	468,347,537	468,420,231	468,459,509

Exhibit K

Cost of Facilities

VA - Pipeline

<u>Line No.</u>	<u>Description</u>	Forecast Jul-21	Forecast Aug-21	Forecast Sep-21	Forecast Oct-21	Forecast Nov-21	Forecast Dec-21
1	ROW / Site Cost	-	-	-	-	-	-
2	Environmental & Civil Surveys	-	-	-	-	-	-
3	Materials	-	-	-	-	-	-
4	Construction Installation	-	-	-	-	-	-
5	Inspection & X-Ray Services	24,096	24,096	24,096	24,096	12,048	-
6	Other Services and Costs	-	-	-	-	-	-
7	Contingencies	-	-	-	-	-	-
8	Line Pack	-	-	-	-	-	-
9	Overheads	-	-	-	-	-	-
10	Property Taxes	11,858	11,858	11,858	11,858	11,858	11,858
11	Cost of Facilities in Current Period	35,955	35,955	35,955	35,955	23,907	11,858
12	Cumulative Investment (w/o AFUDC)	132,806,306	132,842,261	132,878,216	132,914,171	132,938,078	132,949,936
13	AFUDC Base						
14	Annual AFUDC Rate	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%
15	Effective Rate for Semi-Annual Compounding	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%
16	AFUDC in Current Period						
17	Cumulative AFUDC	7,842,295	7,842,295	7,842,295	7,842,295	7,842,295	7,842,295
18	Debt %	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%
19	Equity%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%
20	Debt Amount	-	-	-	-	-	-
21	Equity Amount	-	-	-	-	-	-
22	Current Period Total	-	-	-	-	-	-
23	Grand Total Costs of Facilities (with AFUDC)	140,648,601	140,684,556	140,720,511	140,756,465	140,780,372	140,792,230

Exhibit K
Cost of Facilities
NC - Pipeline

Line No.	Description	Forecast Jul-21	Forecast Aug-21	Forecast Sep-21	Forecast Oct-21	Forecast Nov-21	Forecast Dec-21
1	ROW / Site Cost	-	-	-	-	-	-
2	Environmental & Civil Surveys	-	-	-	-	-	-
3	Materials	-	-	-	-	-	-
4	Construction Installation	-	-	-	-	-	-
5	Inspection & X-Ray Services	42,736	42,736	42,736	42,736	21,368	-
6	Other Services and Costs	-	-	-	-	-	-
7	Contingencies	-	-	-	-	-	-
8	Line Pack	-	-	-	-	-	-
9	Overheads	-	-	-	-	-	-
10	Property Taxes	21,031	21,031	21,031	21,031	21,031	21,031
11	Cost of Facilities in Current Period	63,768	63,768	63,768	63,768	42,400	21,031
12	Cumulative Investment (w/o AFUDC)	235,537,594	235,601,362	235,665,130	235,728,897	235,771,297	235,792,328
13	AFUDC Base						
14	Annual AFUDC Rate	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%
15	Effective Rate for Semi-Annual Compounding	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%
16	AFUDC in Current Period						
17	Cumulative AFUDC	13,863,603	13,863,603	13,863,603	13,863,603	13,863,603	13,863,603
18	Debt %	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%
19	Equity%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%
20	Debt Amount	-	-	-	-	-	-
21	Equity Amount	-	-	-	-	-	-
22	Current Period Total	-	-	-	-	-	-
23	Grand Total Costs of Facilities (with AFUDC)	249,401,197	249,464,965	249,528,733	249,592,500	249,634,900	249,655,931

Exhibit K
Cost of Facilities
Lambert Compressor Station & Interconnect

<u>Line No.</u>	<u>Description</u>	Forecast Jul-21	Forecast Aug-21	Forecast Sep-21	Forecast Oct-21	Forecast Nov-21	Forecast Dec-21
1	ROW / Site Cost	-	-	-	-	-	-
2	Environmental & Civil Surveys	-	-	-	-	-	-
3	Materials	-	-	-	-	-	-
4	Construction Installation	-	-	-	-	-	-
5	Inspection & X-Ray Services	5,000	-	-	-	-	-
6	Other Services and Costs	-	-	-	-	-	-
7	Contingencies	-	-	-	-	-	-
8	Line Pack	-	-	-	-	-	-
9	Overheads	-	-	-	-	-	-
10	Property Taxes	4,772	4,772	4,772	4,772	4,772	4,772
11	Cost of Facilities in Current Period	9,772	4,772	4,772	4,772	4,772	4,772
12	Cumulative Investment (w/o AFUDC)	53,476,127	53,480,899	53,485,671	53,490,443	53,495,215	53,499,987
13	AFUDC Base						
14	Annual AFUDC Rate	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%
15	Effective Rate for Semi-Annual Compounding	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%
16	AFUDC in Current Period						
17	Cumulative AFUDC	4,980,938	4,980,938	4,980,938	4,980,938	4,980,938	4,980,938
18	Debt %	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%
19	Equity%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%
20	Debt Amount	-	-	-	-	-	-
21	Equity Amount	-	-	-	-	-	-
22	Current Period Total	-	-	-	-	-	-
23	Grand Total Costs of Facilities (with AFUDC)	58,457,065	58,461,837	58,466,609	58,471,381	58,476,153	58,480,925

Exhibit K
Cost of Facilities
T-15 Dan River Interconnect

Line No.	Description	Forecast Jul-21	Forecast Aug-21	Forecast Sep-21	Forecast Oct-21	Forecast Nov-21	Forecast Dec-21
1	ROW / Site Cost	-	-	-	-	-	-
2	Environmental & Civil Surveys	-	-	-	-	-	-
3	Materials	-	-	-	-	-	-
4	Construction Installation	-	-	-	-	-	-
5	Inspection & X-Ray Services	-	-	-	-	-	-
6	Other Services and Costs	-	-	-	-	-	-
7	Contingencies	-	-	-	-	-	-
8	Line Pack	-	-	-	-	-	-
9	Overheads	-	-	-	-	-	-
10	Property Taxes	539	539	539	539	539	539
11	Cost of Facilities in Current Period	539	539	539	539	539	539
12	Cumulative Investment (w/o AFUDC)	6,037,215	6,037,754	6,038,292	6,038,831	6,039,370	6,039,909
13	AFUDC Base						
14	Annual AFUDC Rate	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%
15	Effective Rate for Semi-Annual Compounding	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%
16	AFUDC in Current Period						
17	Cumulative AFUDC	470,232	470,232	470,232	470,232	470,232	470,232
18	Debt %	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%
19	Equity%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%
20	Debt Amount	-	-	-	-	-	-
21	Equity Amount	-	-	-	-	-	-
22	Current Period Total	-	-	-	-	-	-
23	Grand Total Costs of Facilities (with AFUDC)	6,507,447	6,507,986	6,508,525	6,509,063	6,509,602	6,510,141

Exhibit K
Cost of Facilities
T-21 Haw River Interconnect

<u>Line No.</u>	<u>Description</u>	Forecast Jul-21	Forecast Aug-21	Forecast Sep-21	Forecast Oct-21	Forecast Nov-21	Forecast Dec-21
1	ROW / Site Cost	-	-	-	-	-	-
2	Environmental & Civil Surveys	-	-	-	-	-	-
3	Materials	-	-	-	-	-	-
4	Construction Installation	-	-	-	-	-	-
5	Inspection & X-Ray Services	-	-	-	-	-	-
6	Other Services and Costs	-	-	-	-	-	-
7	Contingencies	-	-	-	-	-	-
8	Line Pack	-	-	-	-	-	-
9	Overheads	-	-	-	-	-	-
10	Property Taxes	539	539	539	539	539	539
11	Cost of Facilities in Current Period	539	539	539	539	539	539
12	Cumulative Investment (w/o AFUDC)	6,037,215	6,037,754	6,038,292	6,038,831	6,039,370	6,039,909
13	AFUDC Base						
14	Annual AFUDC Rate	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%
15	Effective Rate for Semi-Annual Compounding	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%
16	AFUDC in Current Period						
17	Cumulative AFUDC	470,232	470,232	470,232	470,232	470,232	470,232
18	Debt %	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%
19	Equity%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%
20	Debt Amount	-	-	-	-	-	-
21	Equity Amount	-	-	-	-	-	-
22	Current Period Total	-	-	-	-	-	-
23	Grand Total Costs of Facilities (with AFUDC)	6,507,447	6,507,986	6,508,525	6,509,063	6,509,602	6,510,141

Exhibit K
Cost of Facilities
LN3600 Interconnect

<u>Line No.</u>	<u>Description</u>	Forecast Jul-21	Forecast Aug-21	Forecast Sep-21	Forecast Oct-21	Forecast Nov-21	Forecast Dec-21
1	ROW / Site Cost	-	-	-	-	-	-
2	Environmental & Civil Surveys	-	-	-	-	-	-
3	Materials	-	-	-	-	-	-
4	Construction Installation	-	-	-	-	-	-
5	Inspection & X-Ray Services	-	-	-	-	-	-
6	Other Services and Costs	-	-	-	-	-	-
7	Contingencies	-	-	-	-	-	-
8	Line Pack	-	-	-	-	-	-
9	Overheads	-	-	-	-	-	-
10	Property Taxes	539	539	539	539	539	539
11	Cost of Facilities in Current Period	539	539	539	539	539	539
12	Cumulative Investment (w/o AFUDC)	6,037,215	6,037,754	6,038,292	6,038,831	6,039,370	6,039,909
13	AFUDC Base						
14	Annual AFUDC Rate	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%
15	Effective Rate for Semi-Annual Compounding	0.816%	0.816%	0.816%	0.816%	0.816%	0.816%
16	AFUDC in Current Period						
17	Cumulative AFUDC	470,232	470,232	470,232	470,232	470,232	470,232
18	Debt %	0.245%	0.245%	0.245%	0.245%	0.245%	0.245%
19	Equity%	0.572%	0.572%	0.572%	0.572%	0.572%	0.572%
20	Debt Amount	-	-	-	-	-	-
21	Equity Amount	-	-	-	-	-	-
22	Current Period Total	-	-	-	-	-	-
23	Grand Total Costs of Facilities (with AFUDC)	6,507,447	6,507,986	6,508,525	6,509,063	6,509,602	6,510,141



MVP Southgate Project

Docket No. CP19-__-000

Exhibit L – Financing

**MOUNTAIN VALLEY PIPELINE, LLC
SOUTHGATE PIPELINE PROJECT
DOCKET NO. CP19-____-000
EXHIBIT L**

MOUNTAIN VALLEY PIPELINE, LLC

SOUTHGATE PIPELINE PROJECT

FINANCING

MOUNTAIN VALLEY PIPELINE, LLC PROPOSED FINANCING

TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>PAGE NO.</u>
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PRO FORMA STATEMENT OF CASH FLOW	3
STATEMENT OF SECURITIES TO BE RETIRED	4
BALANCE SHEET AND CONDENSED STATEMENT OF CONSOLIDATED OPERATION	5
PRO FORMA STATEMENT OF INCOME	6
PRO FORMA BALANCE SHEET	7

DESCRIPTION OF MOUNTAIN VALLEY PIPELINE, LLC PROPOSED FINANCING

Preliminary Statement

Mountain Valley Pipeline, LLC (“Mountain Valley”) has been formed to construct, own and operate pipeline assets, including the Southgate Pipeline Project that is the subject of this Application. Mountain Valley currently has no other business. Mountain Valley is currently constructing facilities certificated in Docket No. CP16-10, but those facilities are not yet in service.

Mountain Valley initially will capitalize the Project with 100% equity, but anticipates that fifty percent (50%) of the required capital will be furnished by the members of Mountain Valley as equity and fifty percent (50%) will consist of non-recourse or limited recourse debt. The terms and conditions applicable to the long-term debt, such as price, maturity and rate, will depend upon the financial market conditions existing at the time the debt is raised. For the purpose of presentation in this Exhibit L, it is assumed that the long-term debt will have an overall debt cost of 6.0% and a term of ten (10) years. However, it is the intent of Mountain Valley to seek the most favorable terms available in the marketplace at the time of financing. In consideration of several factors, including its proposed capital structure, current and anticipated capital market conditions, particularly as they affect cost of capital for interstate natural gas pipelines and for other reasons explained in Section IX(B) of the Application, Mountain Valley proposes a return on equity of 14%.

**Summary of Outstanding and
Proposed Securities and Liabilities**

Mountain Valley has no previously issued debt outstanding. Mountain Valley anticipates it will initially capitalize the Project with 100% equity. Mountain Valley anticipates financing 50% (approximately \$220 million) of the total cost of the Project with debt. The cost of this debt is assumed to be 6.0%.

Disposition of Proposed Securities

It is not yet known whether Mountain Valley will dispose of its debt securities by private sale, competitive bidding or otherwise, nor is it known to whom such securities will be sold or issued. These decisions will be made when the debt financing is secured, based upon financial markets at those times.

Estimated Sales Price and Net Proceeds from Proposed Financing

The estimated net proceeds of Mountain Valley from the debt portion of the proposed financing plan will be \$220 million. The gross sales price or amount at of gross debt issuance will reflect the condition of the financial markets. The estimated net proceeds from the equity portion

MOUNTAIN VALLEY PIPELINE, LLC
SOUTHGATE PIPELINE PROJECT
DOCKET NO. CP19-____-000
EXHIBIT L

(including capitalized return) of the proposed financing plan will be approximately \$220 million. The gross sales price of equity funds will be identical to the net proceeds, since the equity funds will be provided by the members of Mountain Valley.

Estimated Expenses, Fees and Commissions
In Connection with Proposed Financing

The expense for obtaining the long-term debt will be determined by the condition of the financial markets at that time. These expenses include, but are not limited to, fees or commission, legal fees, printing costs and miscellaneous expenses.

Statement of Restrictions As to Issuance of Securities

There are currently no restrictions in place, which would prevent Mountain Valley from obtaining the debt or issuing the debt securities contemplated herein. However, the actions contemplated herein will require the consent of the members of Mountain Valley, as will the issuance of any additional debt or equity securities.

Statement of Anticipated Cash Flows

A statement of anticipated cash flows is shown as Schedule 1 to this Exhibit L.

Debt Repayment Schedule

Each series of the \$220 million of long-term debt is anticipated to have terms of ten (10) years based on the amortization schedule which is set forth in Schedule 2 in this Exhibit L. A one-time principal payment will be made at the end of the term of each tranche of the loan.

Statement of Income and Balance Sheet

The balance sheet and income statement (12 months) of most recent data available is provided in Schedule 3 of this Exhibit L. A *Pro Forma* Statement of Income reflecting activity on the Southgate Facilities is provided in Schedule 4, and a *Pro Forma* Balance Sheet for the Southgate Facilities is provided in Schedule 5 of this Exhibit L.

Exhibit L
Pro Forma Statement of Cash Flow

<u>Line No.</u>	<u>(1)</u> <u>Description</u>	<u>(2)</u> <u>Total</u> <u>Construction</u> \$	<u>(3)</u> <u>2020</u> \$	<u>(4)</u> <u>2021</u> \$	<u>(5)</u> <u>2022</u> \$	<u>(6)</u> <u>2023</u>
1	<u>Funds Provided</u>					
2	Operating Revenue	-	11,319,042	67,914,253	67,914,253	67,914,253
3	Long Term Debt	212,000,000	6,000,000	2,000,000	-	-
4	Partners Equity	185,148,935	35,609,005	(395,963)	-	-
5	Total Funds Provided	397,148,935	52,928,047	69,518,290	67,914,253	67,914,253
6	<u>Funds Applied</u>					
7	Construction Expenditures	373,528,935	49,664,116	17,168,926	-	-
8	Operation & Maintenance Expense	-	342,188	2,053,125	2,053,125	2,053,125
9	Taxes Other Than Income	-	741,744	4,255,351	4,021,218	3,787,085
10	Interest Expense	23,620,000	2,180,000	13,200,000	13,200,000	13,200,000
11	Retirement of Long-term Debt	-	-	-	-	-
12	Total Funds Applied	397,148,935	52,928,047	36,677,402	19,274,343	19,040,210
13	Cash Distribution/Dividend	-	-	32,840,888	48,639,910	48,874,043

Exhibit L
***Pro Forma* Statement of Securities to be Retired**

<u>Line No.</u>	(1) <u>Year</u>	(2) <u>Beginning Year</u> <u>L/T Debt</u> \$	(3) <u>Principal</u> \$	(4) <u>Interest</u> \$	(5) <u>Total</u> \$
1	2019	212,000,000	-	12,720,000	12,720,000
2	2020	218,000,000	-	13,080,000	13,080,000
3	2021	220,000,000	-	13,200,000	13,200,000
4	2022	220,000,000	-	13,200,000	13,200,000
5	2023	220,000,000	-	13,200,000	13,200,000
6	2024	220,000,000	-	13,200,000	13,200,000
7	2025	220,000,000	-	13,200,000	13,200,000
8	2026	220,000,000	-	13,200,000	13,200,000
9	2027	220,000,000	-	13,200,000	13,200,000
10	2028	220,000,000	212,000,000	13,200,000	225,200,000
11	2029	8,000,000	6,000,000	480,000	6,480,000
12	2030	2,000,000	2,000,000	120,000	2,120,000
Total			220,000,000	132,000,000	352,000,000

Exhibit L
Mountain Valley Pipeline, LLC
Consolidated Balance Sheet
as of September 30, 2018

<u>Line No.</u>	<u>Description</u>	<u>Thousands</u>
1	Current assets	\$ 1,260,789
2	Noncurrent assets	2,330,467
3	Total assets	<u>\$ 3,591,256</u>
4	Current liabilities	\$ 726,528
5	Equity	2,864,728
6	Total liabilities and equity	<u>\$ 3,591,256</u>

Mountain Valley Pipeline, LLC
Condensed Statement of Consolidated Operation
Twelve Months Ended September 30, 2018

7	Net interest income	\$ 49,722
8	AFUDC - equity	43,870
9	Net income	<u>\$ 93,592</u>

Exhibit L
Pro Forma Statement of Income

<u>Line No.</u>	<u>Description</u>	(1) <u>Total</u> <u>Construction</u> \$	(3) <u>2020</u> \$	(3) <u>2021</u> \$	(4) <u>2022</u> \$	(5) <u>2023</u> \$
1	Operating Revenues	-	11,319,042	67,914,253	67,914,253	67,914,253
2	<u>Operating Expenses</u>					
3	Operation & Maintenance Expense	-	342,188	2,053,125	2,053,125	2,053,125
4	Depreciation Expense	-	3,902,218	23,413,307	23,413,307	23,413,307
5	Taxes Other Than Income	-	741,744	4,255,351	4,021,218	3,787,085
6	Total Operating Expenses	-	4,986,149	29,721,783	29,487,650	29,253,517
7	Operating Income	-	6,332,893	38,192,470	38,426,603	38,660,736
8	<u>Other Income</u>					
9	Equity AFUDC	19,668,272	-	-	-	-
10	<u>Interest Charges</u>					
11	Interest Expense	23,620,000	2,180,000	13,200,000	13,200,000	13,200,000
12	Less: Debt AFUDC	8,429,260	-	-	-	-
13	Subtotal	15,190,740	2,180,000	13,200,000	13,200,000	13,200,000
14	<u>Income Taxes</u>					
15	Federal	905,445	839,796	5,053,968	5,101,314	5,148,660
16	State	217,120	201,378	1,211,911	1,223,264	1,234,618
17	Total Income Taxes	1,122,565	1,041,175	6,265,878	6,324,578	6,383,278
18	Net Income	3,354,967	3,111,719	18,726,592	18,902,025	19,077,458

Exhibit L
Pro Forma Balance Sheet

<u>Line No.</u>	<u>(1)</u> <u>Description</u>	<u>(2)</u> <u>Total</u> <u>Construction</u> \$	<u>(3)</u> <u>2020</u> \$	<u>(3)</u> <u>2021</u> \$	<u>(4)</u> <u>2022</u> \$	<u>(5)</u> <u>2023</u> \$
1	<u>Assets</u>					
2	Gross Plant	401,626,467	451,290,583	468,459,509	468,459,509	468,459,509
3	Less: Accumulated Depreciation		3,759,143	27,172,450	50,585,757	73,999,064
4	Net Gas Plant	401,626,467	447,531,439	441,287,059	417,873,752	394,460,445
7	<u>Liabilities and Common Equity</u>					
8	Long-term Debt	212,000,000	218,000,000	220,000,000	220,000,000	220,000,000
9	Common Equity	189,626,467	229,531,439	221,287,059	192,810,498	165,402,847
10	Deferred Income Taxes	-	-	-	5,063,253	9,057,598
11	Total Liabilities and Other Credits	401,626,467	447,531,439	441,287,059	417,873,752	394,460,445



MVP Southgate Project

Docket No. CP19-__-000

Exhibit N – Revenues, Expenses and Income

Exhibit N
Revenue, Expenses and Income - Full Service

<u>Line No.</u>	<u>Description</u> (Col. 1)	<u>Notes</u> (Col. 2)	<u>Year 1</u> (Col. 3)	<u>Year 2</u> (Col. 4)	<u>Year 3</u> (Col. 5)
1	Contracted MDQ, Dth/d		300,000	300,000	300,000
2	Reservation Rate, \$/Dth/Month		\$ 18.7659	\$ 18.7659	\$ 18.7659
3	Annual Throughput		109,500,000	109,500,000	109,500,000
4	Usage Rate, \$/Dth		\$ 0.0033	\$ 0.0033	\$ 0.0033
5	Total Revenues		\$ 67,914,253	\$ 67,914,253	\$ 67,914,253
	Expenses:				
6	Operation and Maintenance		\$ 2,053,125	\$ 2,053,125	\$ 2,053,125
7	Depreciation Expense		\$ 23,413,307	\$ 23,413,307	\$ 23,413,307
8	Other Taxes		\$ 4,450,462	\$ 4,216,329	\$ 3,982,196
9	Interest Expense		\$ 13,351,386	\$ 12,573,038	\$ 11,734,775
10	Total Expenses		\$ 43,268,280	\$ 42,255,799	\$ 41,183,403
11	Taxable Income	Line 5 - Line 10	\$ 24,645,973	\$ 25,658,454	\$ 26,730,851
12	Income Tax at 25.1%		\$ 6,179,008	\$ 6,432,848	\$ 6,701,709
13	Net Income		\$ 18,466,965	\$ 19,225,606	\$ 20,029,142
14	Cost of Service	Exhibit P	\$ 84,306,992	\$ 80,870,687	\$ 77,187,887
15	Over/(Under) Recovery	Line 5 - Line 14	\$ (16,392,738)	\$ (12,956,433)	\$ (9,273,634)



MVP Southgate Project

Docket No. CP19-__-000

Exhibit P (Part I) – Rate Derivation

**Calculation of Rates
 Schedule 1**

<u>Line No.</u>	<u>Description</u> (Col. 1)	<u>Notes</u> (Col. 2)	<u>Reservation</u> (Col. 3)	<u>Usage</u> (Col. 4)
1	Firm Transportation Reservation Determinants (Dth/day)	1/	375,000	
2	Annual Firm Transportation Reservation Determinants (Dth)		4,500,000	
3	Annual Firm Transportation Usage Determinants (Dth)			136,875,000
4	Transportation Rate Derivation			
5	Cost of Service	Page 2 line 7	\$ 84,446,743	\$ 446,074
6	Monthly Incremental Firm Transportation Reservation Rate		\$ 18.7659	
7	Incremental Firm Transportation Usage Rate			\$ 0.0033
8	100% Load Factor Incremental Interruptible Transportation Rate		\$ 0.6202	
	1/ design capacity of Southgate Facilities			

**Classification of Costs Between Fixed and Variable
Schedule 2**

<u>Line No.</u>	<u>Description</u> (Col. 1)	<u>Fixed</u> (Col. 2)	<u>Variable</u> (Col. 3)
1	Operation and Maintenance Expense	\$ 2,192,876	\$ 446,074
2	Depreciation Expense at 5%	\$ 23,413,307	
3	Other Taxes	\$ 4,450,462	
4	Pretax Return	\$ 54,928,427	
5	Total Cost of Service before IT Revenue Credits	\$ 84,985,072	\$ 446,074
6	IT Revenue Credits	\$ 538,330	
7	Total Cost of Service	\$ 84,446,743	\$ 446,074

**Classification of Costs Between Labor and Non-Labor
Schedule 3**

FERC Account	Description	Expense
850	Operating supervision and engineering	\$ 22,497
853	Compressor station labor and expenses	332,228
856	Mains expenses	229,079
857	Measuring and regulating station expenses	87,784
863	Maintenance of mains	111,266
864	Maintenance of compressor station equipment	164,427
925	Injuries and damages	-
926	Employee pensions and benefits	866
Total Labor Costs		948,147
856	Mains expenses	88,636
863	Maintenance of mains	53,990
853	Compressor station labor and expenses	252,745
864	Maintenance of compressor station equipment	-
921	Office supplies and expenses	642,923
923	Outside services employed	242,327
924	Property insurance	109,461
925	Injuries and damages	113
930.2	Miscellaneous general expenses	23,258
931	Rents	277,304
932	Maintenance of general plant	46
Non-Labor Costs		1,690,803
Total		\$ 2,638,950

**Cost of Service
 Schedule 4**

<u>Line No.</u>	<u>Description</u> (Col. 1)	<u>Notes</u>	<u>Year 1</u> (Col. 2)	<u>Year 2</u> (Col. 3)	<u>Year 3</u> (Col. 4)
1	Operation and Maintenance Expense		\$ 2,053,125	\$ 2,053,125	\$ 2,053,125
2	Depreciation Expense at 5%		\$ 23,413,307	\$ 23,413,307	\$ 23,413,307
3	Other Taxes		\$ 4,450,462	\$ 4,216,329	\$ 3,982,196
4	Pretax Return	Page 5 line 9	\$ 54,928,427	\$ 51,726,256	\$ 48,277,589
5	Total Cost of Service before IT Revenue Credits		\$ 84,845,321	\$ 81,409,016	\$ 77,726,217

**Rate Base and Return
Schedule 5**

<u>Line No.</u>	<u>Description</u> (Col. 1)	<u>Notes</u> (Col. 2)	<u>Year 1</u> (Col. 2)	<u>Year 2</u> (Col. 3)	<u>Year 3</u> (Col. 4)
1	Gross Plant	Exhibit K	\$ 468,459,509	\$ 468,459,509	\$ 468,459,509
2	Less: Land and Line Pack		\$ 193,370	\$ 193,370	\$ 193,370
3	Gross Plant (Depreciable)		<u>\$ 468,266,139</u>	<u>\$ 468,266,139</u>	<u>\$ 468,266,139</u>
4	Accumulated Depreciation		\$ 23,413,307	\$ 46,826,613.90	\$ 70,239,921
5	Net Plant		\$ 445,046,202	\$ 421,632,895	\$ 398,219,588
6	Average Accumulated Deferred Taxes	Page 6 line 8	\$ -	\$ (2,531,627)	\$ (7,060,426)
7	Total Rate Base		<u>\$ 445,046,202</u>	<u>\$ 419,101,268</u>	<u>\$ 391,159,162</u>
8	Pretax Return Rate		12.34%	12.34%	12.34%
9	Pretax Return		<u>\$ 54,928,427</u>	<u>\$ 51,726,256</u>	<u>\$ 48,277,589</u>

Deferred Income Taxes
Schedule 6

<u>Line No.</u>	<u>Description</u> (Col. 1)	<u>Notes</u> (Col. 2)	<u>Year 1</u> (Col. 2)	<u>Year 2</u> (Col. 3)	<u>Year 3</u> (Col. 4)
1	Plant excluding Equity AFUDC		\$ 448,791,237	\$ 448,791,237	\$ 448,791,237
2	Book Rate		5.00%	5.00%	5.00%
3	Tax Rate	1/	5.00%	9.50%	8.55%
4	Current Year Book to Tax Difference		\$ -	\$ 20,195,606	\$ 15,932,089
5	Beginning Balance		\$ -	\$ -	\$ 5,063,253
6	Current Deferred Taxes @ 25.1%		\$ -	\$ 5,063,253	\$ 3,994,344
7	Ending Balance		\$ -	\$ 5,063,253	\$ 9,057,598
8	Average Accumulated Deferred Taxes		\$ -	\$ 2,531,627	\$ 7,060,426

1/ 15 years MACRS



MVP Southgate Project

Docket No. CP19-__-000

Exhibit P (Part II) – *Pro Forma* Tariff

2. Preliminary Statement

Mountain Valley Pipeline, LLC (“MVP”) owns and operates interstate natural gas transmission pipeline systems extending from northwestern West Virginia to North Carolina. This Volume No. 1 of the FERC Gas Tariff of MVP contains the Rates and Charges, Rate Schedules, General Terms and Conditions, and Forms of Service Agreements applicable to transportation service performed by MVP under a certificate of public convenience and necessity issued by the FERC pursuant to Section 7(c) of the Natural Gas Act.

3.1 Mainline System Map

MVP's Mainline Transmission System Map may be displayed and downloaded at the Informational Postings Website below:

<http://customers.eqm-midstreampartners.com/IPWS-MVP/Informational%20Postings/Tariff/Map.aspx>

3.2 Southgate System Map

MVP's Southgate Transmission System Map may be displayed and downloaded at the Informational Postings Website below:

<http://customers.eqm-midstreampartners.com/IPWS-MVP/Informational%20Postings/Tariff/Map.aspx>

STATEMENT OF RATES
FIRM TRANSPORTATION RATES (Rates per Dth)
RATE SCHEDULE FTS
Interim Period Service

	<u>Base Tariff Rates</u>	
	Maximum	Minimum
Reservation Charge	\$ 15.9014	\$ 0.0000
Usage Charge 1/	\$ 0.0032	\$ 0.0000
Authorized Overrun 1/	\$ 0.5260	\$ 0.0000
Maximum Capacity Release Volume Charge 1/	\$ 0.5260	

Service Effective December 1, 2018 2/

RATE ZONE	<u>Base Tariff Rates</u>	
	Maximum	Minimum
Mainline System		
Reservation Charge	\$ 29.5967	\$ 0.0000
Usage Charge 1/	\$ 0.0035	\$ 0.0000
Authorized Overrun 1/	\$ 0.9766	\$ 0.0000
Maximum Capacity Release Volume Charge 1/	\$ 0.9766	
Southgate System		
Reservation Charge	\$ 18.7659	\$ 0.0000
Usage Charge 1/	\$ 0.0033	\$ 0.0000
Authorized Overrun 1/	\$ 0.6202	\$ 0.0000
Maximum Capacity Release Volume Charge 1/	\$ 0.6202	

1/ Excludes the ACA unit charge applicable to Customers pursuant to Section 6.26.

2/ Contingent upon MVP placing into service capacity to the Transco Station 165 Interconnect.

STATEMENT OF RATES
INTERRUPTIBLE TRANSPORTATION RATES (Rates per Dth)
RATE SCHEDULE ITS
Interim Period Service

	<u>Base Tariff Rates</u>
Usage 1/ Maximum	\$ 0.5260
Minimum	\$ 0.0000

Service Effective December 1, 2018 2/

RATE ZONE	<u>Base Tariff Rates</u>
Mainline System	
Usage 1/ Maximum	\$ 0.9766
Minimum	\$ 0.0000
Southgate System	
Usage 1/ Maximum	\$ 0.6202
Minimum	\$ 0.0000

1/ Excludes the ACA unit charge applicable to Customers pursuant to Section 6.26.

2/ Contingent upon MVP placing into service capacity to the Transco Station 165 Interconnect.

STATEMENT OF RATES
INTERRUPTIBLE LENDING AND PARKING SERVICE RATES (Rates per Dth)
RATE SCHEDULE ILPS
Interim Period Rates

	<u>Base Tariff Rates</u>
Maximum	\$ 0.5260
Minimum	\$ 0.0000

Service Effective December 1, 2018 1/

RATE ZONE	<u>Base Tariff Rates</u>
Mainline System	
Maximum	\$ 0.9766
Minimum	\$ 0.0000
Southgate System	
Maximum	\$ 0.6202
Minimum	\$ 0.0000

1/ Contingent upon MVP placing into service capacity to the Transco Station 165 Interconnect.

+STATEMENT OF RETAINAGE FACTORS

Interim Period Service

	Retainage Factor
Retainage Factor 1/	0.63 %

Service Effective December 1, 2018 2/

	Retainage Factor
RATE ZONE	
Mainline System	
Retainage Factor 1/	1.36 %
Southgate System	
Retainage Factor 1/	1.33 %

- 1/ Percentage is applied to receipt quantities under Rate Schedules FTS and ITS.
2/ Contingent upon MVP placing into service capacity to the Transco Station 165 Interconnect.

5.1. FTS - Firm Transportation Service

RATE SCHEDULE FTS FIRM TRANSPORTATION SERVICE

(1) AVAILABILITY

This Rate Schedule is available to any party (hereinafter referred to as “Customer”) for the transportation of natural gas on a firm basis by Mountain Valley Pipeline, LLC (hereinafter referred to as “MVP”) under the following conditions:

- a. MVP in its reasonable discretion determines it has available capacity to render the firm transportation service; and
- b. Customer and MVP have entered into a Transportation Service Agreement, in the form contained in this Tariff, for such firm transportation service.

(2) APPLICABILITY AND CHARACTER OF SERVICE

- a. The service provided under this Rate Schedule FTS shall be performed under Part 284 of the Commission’s regulations. This Rate Schedule shall apply to all natural gas transported by MVP for Customer pursuant to the executed Transportation Service Agreement providing for a Maximum Daily Quantity (“MDQ”).
- b. Transportation service hereunder shall be firm, subject to the provisions of the executed Transportation Service Agreement and to the General Terms and Conditions incorporated herein by reference and shall not be subject to curtailment or interruption except as caused by force majeure or otherwise provided in the General Terms and Conditions of MVP’s FERC Gas Tariff. MVP shall only be obligated to deliver to Customer thermally equivalent quantities to those received, less applicable Retainage.
- c. Transportation service hereunder shall consist of the acceptance by MVP of natural gas tendered by Customer for transportation at the Primary Receipt Point(s) specified in the executed Transportation Service Agreement, the transportation of that natural gas through MVP’s pipeline system, and the delivery of that gas, after applicable Retainage to Customer or for Customer’s account the Primary Delivery Point(s) in the specified executed Transportation Service Agreement. All gas receipts under this Rate Schedule shall be subject to the transportation Retainage percentage set forth on Statement of Retainage Factors of this Tariff.
- d. If Customer desires transportation of natural gas under this Rate Schedule, Customer will nominate service in accordance with Section 6.8 of the General Terms and Conditions of MVP’s Tariff. MVP shall schedule receipts and deliveries in accordance with Customer’s nominations, and deliver for Customers' account on a daily basis quantities of

gas equal to the daily quantities received for Customer's account as requested by Customer, less applicable Retainage which quantities shall not exceed Customer's MDQ specified in the Transportation Service Agreement. It is Customer's responsibility to adjust its deliveries and receipts to conform to scheduled quantities.

- e. Customers under this Rate Schedule shall be permitted to nominate receipts and deliveries at any point on MVP on a secondary (capacity-available) basis in accordance with Section 6.8 of the General Terms and Conditions. However, to the extent that Customers nominate on a secondary point within a different rate zone, Customers will also pay the applicable rates for service on the Mainline System and the Southgate System.
- f. Customers under this Rate Schedule shall be permitted to release any portion of their capacity entitlements in accordance with Section 6.22 of the General Terms and Conditions.
- g. MVP and Customers under this Rate Schedule may agree, on a non-discriminatory basis, to contract extensions, including evergreens, rollovers and other extensions.
- h. Daily Rates of Flow. The gas transported under this Schedule must be received and delivered at uniform hourly and daily rates of flow as nearly as practicable, subject to the daily nominations as provided in Section 6.8 of the General Terms and Conditions.

(3) RATE

- a. Unless otherwise mutually agreed to in accordance with Section 6.24 or Section 6.27 of the General Terms and Conditions, the charge for natural gas transportation service rendered during each monthly billing period shall be the sum of the applicable amounts specified below:
 - (i) Reservation Charge- An amount determined as follows:
 - 1. Reservation Charge multiplied by the MDQ as defined in the executed Transportation Service Agreement.
 - (ii) Usage Charge- An amount determined as follows:
 - 1. The quantity of natural gas in Dth delivered by MVP to Customer or for Customer's account during the month; times
 - 2. The applicable usage charge per Dth set forth from time to time on Statement of Rates for Rate Schedule FTS of this Tariff or superseding Tariff.
 - (iii) Surcharges

1. Customers shall pay all applicable surcharges specified in the General Terms and Conditions or which otherwise may be applicable to service under this Rate Schedule as may be set forth from time to time on Statement of Rates for Rate Schedule FTS of this Tariff.

(iv) Interim Period Service

1. Separate Interim Period Service rates shall apply as stated in Sections 4.1 and 4.4 of this Tariff.

(4) TRANSPORTATION CONTRACT DEMAND

- a. A Customer's Transportation Contract Demand shall be the MDQ of gas which MVP shall be obligated to deliver to Customer (or for Customer's account) at the delivery point(s) under this Rate Schedule. The MDQ shall be specified on Exhibit A of the executed Transportation Service Agreement.
- b. Notwithstanding any provision in this Rate Schedule FTS or the General Terms and Conditions, MVP and Customer may agree at the time of execution of the Transportation Service Agreement that Customer's Transportation Contract Demand will change by specified amounts at specified points in time indicated in the Transportation Service Agreement.

(5) AUTHORIZED OVERRUN TRANSPORTATION

Upon request of Customer, MVP, at its reasonable discretion, may receive, transport and deliver natural gas in excess of Customer's Transportation Contract Demand specified in the executed Transportation Service Agreement. Said overrun service shall have the priority set forth in Section 6.8 of the General Terms and Conditions. A customer that overruns its Transportation Contract Demand will be assessed the rates, surcharges and Retainage Factors in accordance with this Rate Schedule, Statement of Rates and Statement of Retainage Factors.

(6) RIGHTS UNDER SECTION 4 OF THE NATURAL GAS ACT

MVP shall have the unilateral right to seek, through a filing under Section 4 of the Natural Gas Act with the appropriate regulatory authority, to make changes in the (a) rates and charges applicable to its Rate Schedule FTS and/or (b) Rate Schedule FTS pursuant to which this service is rendered. Unless otherwise agreed to by MVP, MVP shall have the unilateral right to seek, through a filing under Section 4 of the Natural Gas Act with the appropriate regulatory authority, to make changes in any provisions of the General Terms and Conditions applicable to Rate Schedule FTS. Nothing contained herein shall be construed to deny Customer any rights it may have under the Natural Gas Act, including the right to participate

fully in rate or other proceedings by intervention or otherwise to contest such changes in whole or in part.

(7) GENERAL TERMS AND CONDITIONS

Except as otherwise expressly indicated in this Rate Schedule or by the executed Transportation Service Agreement, all of the General Terms and Conditions contained in this Tariff, including (from and after their effective date) any future modifications, additions or deletions to said General Terms and Conditions, are applicable to transportation service rendered under this Rate Schedule and, by this reference, are made a part hereof. In the event of any conflict between the provisions of this Rate Schedule and the General Terms and Conditions, the provisions of this Rate Schedule shall apply.

5.3. ILPS - Interruptible Lending and Parking Service

RATE SCHEDULE ILPS

INTERRUPTIBLE LENDING AND PARKING SERVICE

(1) AVAILABILITY

This Rate Schedule is available to any party (hereinafter called “Customer”) requesting Interruptible Lending and Parking Service from Mountain Valley Pipeline, LLC (hereinafter called “MVP”) under the following conditions:

- a. Customer has entered into an ILPS Service Agreement with MVP for interruptible lending and parking service under this Rate Schedule;
- b. Customer has sufficient facilities and transportation capacity available to receive gas from and deliver gas to MVP; and
- c. MVP is operationally able to render interruptible lending and parking service.

(2) APPLICABILITY AND CHARACTER OF SERVICE

- a. The service provided under this Rate Schedule ILPS shall be performed under Part 284 of the Commission’s regulations. This Rate Schedule ILPS shall apply to all gas parked or loaned by MVP for Customer pursuant to an ILPS Service Agreement providing for a Maximum Quantity (“MQ”).
- b. The maximum amount of gas that MVP is obligated on any Day to loan or park for any Customer under this Rate Schedule shall be the Maximum Daily Quantity (“MDQ”) specified in the applicable Service Agreement.
- c. Parking service hereunder shall consist of the receipt of gas at the point(s) specified in the Service Agreement, the parking of gas, and the return of the parked quantity of gas at the parking point(s) specified in the Service Agreement.
- d. Lending service hereunder shall consist of the delivery of gas to Customer by MVP at the point(s) specified in the Service Agreement and the subsequent return of the quantities of gas to MVP at the agreed upon time at the point(s) specified in the Service Agreement.
- e. Transportation service to and from the designated point(s) of service for parking and lending shall be solely the Customer’s responsibility. Transportation service is not provided under this Rate Schedule. If MVP and Customer agree that the Customer may receive or return quantities other than at the point(s) specified for service, then Customer will accomplish such transaction under a separate Transportation Agreement with MVP.

- f. The interruptible lending and parking of gas under this Rate Schedule shall have the priority set forth in Section 6.8(5) of the General Terms and Conditions. If nominations for service under this Rate Schedule exceed, on any Day, MVP's ability to provide such service in conjunction with other nominated firm services, MVP will apply the service priorities set forth in Section 6.8(5) of the General Terms and Conditions in determining the scheduling of service.
- g. MVP may require a Customer to reduce deliveries to or receipts from MVP within the Day consistent with MVP's operating requirements. MVP may require a Customer to return all or part of its gas from the Customer's lending service account or remove all or part of its gas from the Customer's parking service account within the time period specified by MVP, which period shall be no less than three (3) days. MVP will notify the Customer of the need to remove or return and will specify the quantity to be removed or returned and the deadline for removal. For each Day MVP is unable to schedule the removal of Customer's nominated gas, the period specified shall be extended by a corresponding number of Days. If Customer's parking quantities are not removed by the end of the period designated by MVP, any remaining gas balance at the end of said period may be forfeited to MVP free and clear of any liens or claims in addition to any other charges owing to MVP. If Customer loaned quantities are not returned by Customer by the end of the period designated by MVP any unreturned gas shall be sold to Customer at 150% of the spot market price for Transco, Zone 5 Delivered as published in Platts Gas Daily for the day on which the deadline for the return of gas occurred in addition to any other charges owing to MVP.

(3) RATE

- a. Unless otherwise mutually agreed to in accordance with Sections 6.24 and 6.27 of the General Terms and Conditions, the charges to be paid by Customer shall be no higher than the applicable maximum rate and no lower than the applicable minimum rate as set forth on Statement of Rates for Rate Schedule ILPS of this Tariff. The Customer shall pay MVP each month based on the following charges:
 - (i) Interruptible Lending and Parking Charge - A charge for gas loaned or parked at each point of service.
 - (ii) Interim Period Service
 - 1. Separate Interim Period Service rates shall apply as stated in Sections 4.3 of this Tariff.

(4) NOMINATING AND SCHEDULING

- a. For any Day when Customer desires MVP to loan or park gas for Customer's account under this Rate Schedule, Customer shall nominate to MVP in accordance with Section

6.8 of the General Terms and Conditions of this Tariff, specifying the quantity of gas that Customer desires MVP to loan or park on such Day. When Customer's nominations are confirmed and scheduled as required by the General Terms and Conditions of this Tariff, MVP shall receive for Customer's account on such Day the quantity of gas so nominated, subject to the limitations set forth in this Rate Schedule.

- b. For any Day when Customer desires the return of quantities of loaned or parked gas for Customer's account under this Rate Schedule, Customer shall nominate to MVP in accordance with the General Terms and Conditions of this Tariff, specifying the quantity of gas that Customer desires to return from parking or lending on such Day. When Customer's nominations are confirmed and scheduled as required by the General Terms and Conditions of this Tariff, MVP shall return for Customer's account on such Day the quantity of gas so nominated, subject to the limitations set forth in this Rate Schedule.
- c. If operating conditions permit, MVP may loan or park gas for any Customer in excess of the Customer's MDQ upon request; provided, however, that MVP shall not loan or park a quantity of gas for Customer's account if said quantity will cause the Customer's total lending or parking quantity for any Day to exceed the MQ specified in Customer's Service Agreement. MVP shall not receive or deliver quantities in excess of the loaned or parked quantities for Customer's account.

(5) RIGHTS UNDER SECTION 4 OF THE NATURAL GAS ACT

MVP shall have the unilateral right to seek, through a filing under Section 4 of the Natural Gas Act with the appropriate regulatory authority, to make changes in the (a) rates and charges applicable to its Rate Schedule ILPS and/or (b) Rate Schedule ILPS pursuant to which this service is rendered. Unless otherwise agreed to by MVP, MVP shall have the unilateral right to seek, through a filing under Section 4 of the Natural Gas Act with the appropriate regulatory authority, to make changes in any provisions of the General Terms and Conditions applicable to Rate Schedule ILPS. Nothing contained herein shall be construed to deny Customer any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest such changes in whole or in part.

(6) GENERAL TERMS AND CONDITIONS

Except as otherwise expressly indicated in this Rate Schedule or by the executed Service Agreement, all of the General Terms and Conditions contained in this Tariff, including (from and after their effective date) any future modifications, additions or deletions to said General Terms and Conditions, are applicable to service rendered under this Rate Schedule and, by this reference, are made a part hereof. In the event of any conflict between the provisions of this Rate Schedule and the General Terms and Conditions, the provisions of this Rate Schedule shall apply.

6.1. Definitions

- (1) “Bidder” shall mean a party submitting a bid to MVP’s Customer Activities Website for released capacity.
- (2) “Btu” shall mean British thermal unit, and shall mean the amount of heat required to raise the temperature of one (1) pound of water one (1) degree Fahrenheit from fifty-nine (59) degrees Fahrenheit to sixty (60) degrees Fahrenheit. For reporting purposes, Btu conversion factors shall be reported to not less than three (3) decimal places and Pressure Base conversion factors shall be reported to not less than six (6) decimal places. For calculation purposes, not less than six (6) decimal places shall be used for both conversion factors.
- (3) “Business Day” shall mean Monday through Friday, excluding Federal Banking Holidays for transactions in the United States of America.
- (4) “Capacity Release Program” shall mean the mechanism for Customers holding transportation entitlements on the MVP system to release such capacity to third parties.
- (5) “Central Clock Time” (“CCT”) shall mean central daylight time when daylight savings time is in effect and central standard time when daylight savings time is not in effect.
- (6) “Cubic Foot” shall mean the volume of gas which occupies one (1) cubic foot when such gas is at a temperature of sixty (60) degrees Fahrenheit and a pressure of 14.73 psia.
- (7) “Customer” shall mean any entity that has entered into a service agreement with MVP under one or more of MVP’s Rate Schedules.
- (8) “Customer Activities Website” shall mean the interactive electronic communications system offered by MVP on a nondiscriminatory basis to any user that requests and has been assigned a password and agrees to comply with the procedures for access and use of MVP’s Customer Activities Website set forth in Section 6.25 of these General Terms and Conditions.
- (9) “Day” or “Gas Day” shall mean a period of twenty-four (24) consecutive hours beginning and ending at 9:00 a.m. CCT.
- (10) “Dekatherm” or “Dth” shall mean the quantity of heat energy which is equivalent to 1,000,000 Btu. One dekatherm of gas shall mean the quantity of gas which contains one dekatherm of energy.
- (11) “EDI” shall mean electronic data interchange as defined by the standards established by the North American Energy Standards Board and approved by the Federal Energy Regulatory Commission.

- (12) “EDM” shall mean electronic data mechanism as defined by the standards established by the North American Energy Standards Board and approved by the Federal Energy Regulatory Commission.
- (13) “FERC” or “Commission” shall mean the Federal Energy Regulatory Commission or any successor governmental agency.
- (14) “Gas” shall mean either natural gas unmixed, or any mixture of natural and artificial gas.
- (15) “Heating Value” shall mean the number of Btu's evolved by the complete combustion with air, at constant pressure, of one anhydrous (dry) Cubic Foot of gas under a pressure of 14.73 psia and a temperature of sixty (60) degrees Fahrenheit and when the products of combustion are cooled to the initial temperature of the gas and air and water formed combustion is condensed to the liquid state.
- (16) “Informational Postings Website” shall mean the Internet website utilized by MVP to post required public information. MVP’s Informational Postings Website may be accessed by the Customers using the HTML page(s) accessible via the internet at <https://customers.eqtmidstreampartners.com/IPWS-MVP/Home>.
- (17) “Interim Period Service” is service to the interconnect with Columbia’s WB System prior to the time that MVP has placed into service firm capacity to the Transco Station 165 Interconnect.
- (18) “Intra-Day Nomination” shall mean a nomination submitted after the nomination deadline whose effective time is no earlier than the beginning of the Gas Day and runs through the end of that Gas Day.
- (19) “Mainline System” shall mean MVP’s pipeline system that provides transmission services between, and including, the Mobley interconnection with Equitrans, L.P. and the Cherrystone interconnection with Transcontinental Gas Pipe Line, LLC. This system does not include the Southgate System.
- (20) “Maximum Daily Volume,” “Maximum Daily Quantity,” or “Transportation Contract Demand” shall mean the maximum quantity of gas that MVP is to deliver in any Day to Customer or for Customer's account as required under the executed Service Agreement between the parties.
- (21) “Maximum Quantity” shall mean the maximum quantity of gas which Customer is entitled to loan or park on the MVP system under Rate Schedule ILPS.
- (22) “Mcf” shall mean one thousand (1,000) cubic feet of gas.

- (23) “Month” shall mean a period of time beginning at 9:00 a.m. CCT, on the first day of a calendar month and ending at 9:00 a.m. CCT on the first day of the next succeeding calendar month.
- (24) “MVP,” “Pipeline,” and “Transporter” shall mean Mountain Valley Pipeline, LLC.
- (25) “Nomination Period” shall mean a period of time Customer includes in a nomination for gas service.
- (26) “Prearranged Replacement Customer” shall mean a Customer that prearranges a bid for capacity with a Releasing Customer and contracts to utilize a Releasing Customer's Capacity for a specified period.
- (27) “Primary Delivery Point” shall mean the point(s) listed in Customer's executed Service Agreement at which MVP may deliver gas to Customer for service.
- (28) “Primary Path” shall mean the physical transportation path, which includes MVP’s facilities or facilities available under contract to MVP, between Customer’s Primary Receipt Point and Primary Delivery Point as stated in the executed Service Agreement.
- (29) “Primary Receipt Point” shall mean the point(s) listed in Customer's executed Service Agreement at which Customer may tender gas to MVP for service.
- (30) “psia” shall mean pounds per square inch absolute.
- (31) “Rate Default” shall mean the non-biddable rate specified in the capacity release offer to be used for invoicing purposes when the result of the index-based formula is unavailable or cannot be computed. If a Rate Default is not otherwise specified, the Rate Floor should serve as the Rate Default.
- (32) “Rate Floor” shall mean the lowest rate specified in the capacity release offer in dollars and cents that is acceptable to the Releasing Customer. The Rate Floor may not be less than MVP’s minimum reservation rate or zero cents when there is no stated minimum reservation rate.
- (33) “Releasing Customer” shall mean a firm Customer or Replacement Customer holding firm capacity under a service agreement that desires to release all or a portion of its firm capacity rights under Section 6.22 of the General Terms and Conditions.
- (34) “Replacement Customer” shall mean a Customer that has contracted to utilize a Releasing Customer's capacity for a specified period.

- (35) “Recourse Rate” shall mean the maximum tariff rate plus all applicable surcharges set forth in this Tariff for service under the corresponding open access rate schedules.
- (36) “Secondary Delivery Point” shall mean those point(s) not listed in Customer's executed Service Agreement at which MVP may deliver gas to Customer for service.
- (37) “Southgate System” shall mean MVP’s pipeline system that provides transmission services between, and including, the suction side of the Lambert Compression Station and the Haw River interconnect. This does not include the Mainline System.
- (38) “Secondary Receipt Point” shall mean those point(s) not listed in Customer's executed Service Agreement at which Customer may tender gas to MVP for service.
- (39) “Year” shall mean a period of twelve (12) consecutive months beginning at 9:00 a.m. CCT on the first day of the month following the date of initial receipt and delivery and ending at 9:00 a.m. CCT on the first day of such month of the next succeeding calendar year throughout the term of the Service Agreement hereunder, except that the first contract year shall include the partial month commencing with the date of initial delivery of gas.

6.7. Flexible Receipt and Delivery Points

- (1) **Primary Receipt and Delivery Points.** All firm transportation Customers receiving service pursuant to Part 284 will have Primary Receipt and Delivery Points specified in Exhibit A of their Service Agreements. Primary Receipt and Delivery Points specified in a Customer's Service Agreement will be quantity specific by each point. The sum of the quantities specified at each Primary Receipt and Delivery Point must equal the Maximum Daily Quantity specified in the Transportation Service Agreement, unless otherwise agreed to by MVP.
- (2) **Secondary Receipt and Delivery Points.** All Customers receiving firm transportation service pursuant to Part 284 are permitted to nominate service on a secondary basis at all receipt and delivery points on the MVP System. MVP consists of two (2) rate zones which are: (1) the Mainline System and (2) the Southgate System. To the extent that Customers nominating service nominate from one rate zone to another rate zone, Customers will also pay the applicable maximum transportation rates equivalent to the Usage Rate for service under Rate Schedule ITS on the other applicable rate zone; usage rates associated with the transporting across rate zones are reflected in Section 4.1 of the Statement of Rates. Each Secondary Receipt and Delivery Point nomination may specify quantities up to the Maximum Daily Quantity. MVP will maintain on MVP's Informational Postings Website a master list of Primary Receipt and Delivery Points. Further, reverse path transportation, will be scheduled on a secondary basis.
- (3) **Addition of Receipt and Delivery Points.** A firm transportation Customer may add Primary Receipt and Delivery Points or adjust the allocation among the Primary Receipt and Delivery Points at any time during the term of the Transportation Service Agreement subject to the agreement of MVP. Changes in Primary Receipt and Delivery Points will be permitted provided sufficient receipt or delivery capacity exists at the specified points. Such changes will be effective upon 48 hours' notice from the Customer to MVP, and will be subject to ratification through an amended Service Agreement.

6.12 Determination of Deliveries and Imbalances

- (1) Generally. MVP will attempt to receive and deliver quantities of gas nominated by Customers on each day during the year. From time to time, and for reasons beyond the control of MVP, the quantities of gas actually received and delivered may differ from the quantities scheduled (including adjustments pursuant to Section 6.8(1) of the General Terms and Conditions) resulting in an overage or an underage of gas on the pipeline system (referred to herein as imbalances). This Section will describe the procedures which MVP will use to allocate and correct imbalances and to minimize the occurrence of such imbalances.
- (2) Customer's Responsibility. It is the responsibility of the Customer to provide accurate and timely nominations of quantities proposed to be received and delivered by MVP under each of the Customer's Service Agreements; to maintain equality between quantities actually taken by the Customer and Customer's scheduled quantities under each Service Agreement, and to maintain a concurrent balance between receipts and deliveries under each Service Agreement.
- (3) Operational Balancing Agreements. An Operational Balancing Agreement ("OBA") is a contract between two parties which specifies the procedures to manage operational variances at an interconnect. MVP will require an OBA with any party that maintains production or pipeline facilities interconnecting with the MVP system. To be eligible for an OBA, a party must satisfy the creditworthiness standards of MVP's Tariff and designate one or more persons for MVP to contact on a 24 hours per day, 365 days per year basis. The terms and conditions of an OBA shall be negotiated and mutually agreed upon between MVP and the OBA party, and shall generally reflect the gas custody transfer procedures to be followed and the methods for resolving any variances between actual quantities and scheduled quantities at the point of interconnection.
- (4) Predetermined Allocation. When MVP receives or delivers gas under more than one Service Agreement at a common receipt or delivery point, MVP will rely upon any predetermined allocation or instruction agreed to by all affected Customer(s) in apportioning actual receipts or deliveries at that point. MVP will use any methodology agreed to by all Customers at a common point for allocating receipts or deliveries at that point, provided that such methodology does not impact the operations of MVP system. The list of allocation methodology types agreed upon: ranked, pro-rata, percentage, swing and operator provided value. Only one predetermined allocation methodology shall be applied per allocation period. The types of allocation methodologies are a list from which two parties may agree. If the two parties cannot agree upon an allocation methodology, pro rata based upon confirmed nominations shall be used as the default method. The party responsible for custody transfer (the party performing the measurement function) shall provide the allocation. Predetermined allocations must be submitted by the Customers after or during confirmation and prior to the start of the Gas Day which the allocation will govern. MVP shall acknowledge the receipt of the predetermined allocation within fifteen (15) minutes of its receipt. Once confirmed, such allocation will govern all transportation activity at the

specified point for the Nomination Period. No retroactive reallocation of transactions will be made unless agreed to by MVP and all affected parties.

- (5) **Disputed Allocations.** The time limitation for disputes of allocations should be six (6) months from the date of the initial month-end allocation with a three (3) month rebuttal period. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard.
- (6) **Determination of Receipts and Deliveries.** MVP will attempt to determine the actual imbalance ascribable to each Service Agreement to the greatest extent possible. If gas delivered by MVP into the facilities of any Customer is applicable to more than one Service Agreement and MVP cannot rely on an OBA or predetermined allocation or otherwise ascribe the actual imbalance to each individual Service Agreement, MVP will attribute the total quantities of gas delivered among Customers pro-rata based on confirmed nominations at the specific points. As a minimum, allocations shall be provided by both contract and location. Delivery point allocations shall be performed at the lowest level of detail provided by nominations. Where any Customer has scheduled gas under multiple Service Agreements at a single point, MVP will allocate quantities to each service in the following sequence as applicable:
 - a. The quantity of gas scheduled for delivery by the Customer under the Customer's firm service agreements;
 - b. The quantity of gas scheduled for delivery under the Customer's interruptible service agreements.
- (7) **Resolution of Imbalances.** If a non-interstate pipeline OBA party or Customer (herein after referred to as the "Balancing Party") incurs either an overage or an underage in takes from MVP due to a failure to deliver to MVP or receive from MVP the quantity of gas which it is required to receive or deliver, penalties shall be applied as described in this section. If a Balancing Party has more than one agreement with MVP, and it is not otherwise determinable under which agreement the imbalance occurred, all imbalances will be applied to the agreement which is last in the determination of deliveries under Section 6.12(6).
 - a. **Daily Imbalances --** MVP will monitor daily imbalances to the extent permitted by the real time measurement capability of its system and reserves the right to implement a Balancing Alert pursuant to Section 6.11(5)b(iii) of the General Terms and Conditions.
 - (i) If on any day, the total quantity of gas delivered for a Balancing Party deviates from the amount received under any agreement by more than (i) the Allowable Daily Imbalance Tolerance, as defined in the OBA, but less than (ii) two (2) the times the Allowable Daily Imbalance Tolerance, Balancing Party shall be assessed a per Dth Daily Imbalance Charge equal to two (2) times the currently effective maximum rate under MVP's Rate Schedule ILPS. The Daily Imbalance Charge under this Section 6.12(7)a(i) shall apply only to those

- quantities of the Daily Operational Imbalance that exceed (i) the Allowable Daily Imbalance Tolerance but are less than or equal to (ii) two (2) times the Allowable Daily Imbalance Tolerance.
- (ii) If on any day, the total quantity of gas delivered for a Balancing Party deviates from the amount received under any agreement by more than two (2) times the Allowable Daily Imbalance Tolerance, Balancing Party shall be assessed a per Dth Daily Imbalance Charge equal to four (4) times the currently effective maximum rate under MVP's Rate Schedule ILPS. The Daily Imbalance Charge under this Section 6.12(7)a(ii) shall apply only to those quantities of the Daily Operational Imbalance that exceed two (2) times the Allowable Daily Imbalance Tolerance.
- (iii) If no OBA exists or the OBA does not specify an Allowable Daily Imbalance Tolerance, the Allowable Daily Imbalance Tolerance is presumed to be the lesser of 2% of meter capacity volumes or 10,000 Dth.
- (iv) When a single Balancing Party has multiple firm or multiple interruptible Service Agreements or OBAs and imbalances exist under one or more of those Service Agreements for the Day served, MVP will net the offsetting imbalances against each other to calculate the Daily Operational Imbalance to which the Daily Imbalance Charge shall be applied.
- b. Monthly Imbalances -- MVP will determine monthly imbalances on the basis of the Balancing Party's Service Agreements and OBAs and the trading of any imbalances pursuant to Section 6.12(8)a. When a single Balancing Party has multiple firm or multiple interruptible Service Agreements or OBAs and imbalances exist under one or more of those Service Agreements for the month served, MVP will net the offsetting imbalances within, but not between, each of its two (2) rate zones against each other and reflect any imbalance trading pursuant to Section 6.12(8)a, to arrive at the aggregate imbalance for the Balancing Party. MVP's two (2) rate zones are: (1) the Mainline System and (2) the Southgate System. After such determination, the Balancing Party will be given the opportunity to utilize MVP's Interruptible Lending and Parking Service under Rate Schedules ILPS, if this service is available. If after this opportunity, the Balancing Party remains out of balance, the Balancing Party and MVP shall "cash out" the monthly imbalance in accordance with Section 6.12(9).
- (8) Netting and Trading of Imbalances. At the end of each calendar month, to the extent the net receipts (with the appropriate deductions for Retainage) do not equal the deliveries under any Service Agreement on a dekatherm basis, the following transportation fees and netting and trading procedures will apply:
- a. Imbalances under a Balancing Party's different Service Agreements will be netted together within each rate zone to obtain the Balancing Party's Total Monthly Imbalance ("TMI"). The TMI will be shown with the monthly billings sent to a Balancing Party. To facilitate the trading or

offsetting of a Balancing Party's TMI, MVP will post on the Customer Activities Website, on or before the ninth Business Day of the month, the TMI of any Balancing Party that has not notified MVP in writing that the Balancing Party does not elect to have that information posted. Balancing Parties or their agents may then trade offsetting imbalances to MVP within each rate zone with Balancing Parties or their agents until the close of business on the seventeenth Business Day of the month ("Trading Period"). Parties that agree to trade all or part of an imbalance must notify MVP in writing on or before the seventeenth Business Day of the month through submission of an imbalance trade confirmation form; otherwise, such trade shall not be effective. After receipt of an imbalance trade confirmation, MVP will send an imbalance trade notification to the trading parties by noon CCT the next Business Day.

- b. The netting of imbalances does not relieve Balancing Party of the obligation to pay all transportation charges for the quantity of gas actually delivered to Balancing Party during the month.
- (9) Cash-out. A monthly imbalance under Transportation Service Agreements or OBAs shall be computed as follow:
- a. The Balancing Party and MVP shall "cash out" the actual TMI at the applicable price described below:
 - (i) The Monthly Index Price ("MIP") is based on prices as reported by Platt's in the publication Gas Daily ("Gas Daily") during the month the TMI was created. MVP shall use either the average of the highest weighted average daily prices ("HP") or the average of the lowest weighted average daily price ("LP") determined for each month as the MIP for all monthly imbalances subject to cash-out hereunder, as described below. The weighted average price for each day shall calculated based on the price for the applicable delivery locations on the MVP system indicated under the column labeled "Absolute" in the table entitled "Daily Price Survey (\$/MMBtu)" of the above publication (or the superseding reference if the publication titling is revised) and will be weighted using the relative percentages of deliveries to the locations for that day. For any delivery locations for which a price is not reported in Gas Daily, the volumes for such delivery location will be excluded from the weighted average calculation. If there are no nominated deliveries to locations for which prices are reported in Gas Daily for the referenced time period, the price of Transco, Zone 5 Delivered as published in Gas Daily will be used as the default price, except with respect to nominated deliveries to the Columbia WB System, the price of Columbia Gas, Appalachia as published in Gas Daily will be used. The issues of such publication to be used in determining each month's highest and lowest daily prices shall include all issues with publication dates within the calendar month in which the imbalance occurred.
 - b. If the TMI is due to a deficiency in actual receipts relative to scheduled quantities, then the TMI shall be considered a "negative" imbalance, and MVP shall sell the TMI to the Balancing Party,

and the Balancing Party shall buy the TMI from MVP. The MIP for negative imbalances shall be the average of the highest of the weighted average daily on the MVP system for the month in which the TMI occurred. A negative imbalance shall be “cashed out” in accordance with the following formula:

Imbalance Tier	Price
0 – 5%	100% of HP
> 5% - 10%	110% of HP
>10% - 15%	120% of HP
> 15% - 20%	130% of HP
> 20% - 25%	140% of HP
> 25%	150% of HP

For purposes of determining the tier at which an imbalance will be cashed out, the price will apply only to volumes within a tier.

- c. If the TMI is due to an excess of actual receipts relative to scheduled quantities, then the TMI shall be considered a “positive” imbalance, and Balancing Party shall sell the TMI to MVP, and MVP shall buy the TMI from the Balancing Party. The MIP for positive imbalances shall be the average of the lowest of the weighted average daily average prices on the MVP system for the month in which the TMI occurred. A positive imbalance shall be “cashed out” in accordance with the following formula:

Imbalance Tier	Price
0 – 5%	100% of LP
> 5% - 10%	90% of LP
>10% - 15%	80% of LP
> 15% - 20%	70% of LP
> 20% - 25%	60% of LP
> 25%	50% of LP

For purposes of determining the tier at which an imbalance will be cashed out, the price will apply only to volumes within a tier.

- d. In accordance with Section 6.38 of the General Terms and Conditions of MVP’s FERC Gas Tariff, MVP, at its discretion, may dispose of all or a portion of the TMI which is cashed out in accordance with this Section 6.12(9). At the end of the calendar year, MVP shall compare cash out penalty charges and related costs, and determine if the cash out penalty charges were in excess of costs (net cash out penalty charge revenue) or if cash out costs were in excess of penalty charges (net cash out penalty charge costs). To the extent net cash out penalty charge revenues are received by MVP, such net cash out penalty charge revenues, if any, shall be refunded in accordance with Section 6.29 of the General Terms and Conditions of MVP’s FERC Gas Tariff.

Any net cash out penalty charge costs shall be rolled forward into succeeding reporting periods until eliminated.

- (10) Third-Party Imbalance Management Services. Subject to the conditions set forth in this Section, a Customer may obtain services from a third-party provider to manage imbalances between actual receipts and deliveries; to manage variances between scheduled and actual deliveries; and to supply gas for overruns.
- a. MVP and the third-party provider shall have entered into an agreement which defines how such provider will accommodate Customer's imbalances, scheduling variances, or overruns, how the provider is to make the corresponding operational changes, the limitations on the level of imbalances, scheduling variances and overruns to be accommodated and the consequences if such levels are exceeded or operational changes are not made. The agreement must provide MVP with the ability to call on the third-party provider on a basis consistent with service offered by the third-party provider to the Customer. The agreement must also specify a predetermined allocation methodology and shall specify the extent to which and the conditions under which the Customer shall be kept whole because the third-party provider is agreeing to take the imbalance, scheduling variance or overrun. If there is an OBA at the point at which the imbalance management service is to be provided, the agreement must also provide that MVP shall not be responsible for balancing within the agreed limits of the management service.
 - b. MVP and the Customer shall have entered into an agreement designating the Service Agreements for which the third-party provider will take the imbalance, scheduling variance, or overrun and designating the point(s) at which the third-party provider will provide the imbalance management service. The point(s) designated must have electronic real-time metering or must be otherwise agreeable to MVP.
 - c. The conditions set forth in this Section are minimum conditions that all third-party providers and Shippers utilizing such services must satisfy. When a specific third-party management service is proposed, MVP may require the third-party provider and Customer to satisfy additional conditions, including, without limitation, performance or credit and payment assurances, communication protocols, including the availability of operating personnel during non-business hours, and normal and customary contractual terms and conditions. MVP shall not be obligated to enter into any agreement to accept third-party imbalance management services which would, in MVP's reasonable judgment, impair its ability to meet its existing system requirements or which would not relieve MVP of the need to manage (to the extent of the third-party service) the Customer's imbalances, scheduling variances and overruns.

6.32 Market Segmentation

- (1) A Customer may segment its own firm capacity held by utilizing multiple receipts and deliveries within the rate zone containing the Customer's transportation path to the extent operationally feasible. In addition, any Customer may segment its firm capacity through release to a Replacement Customer to the extent operationally feasible. A Customer segmenting its own firm capacity shall effectuate such segmentation through the nomination process under this Tariff Section. A Customer may release firm capacity on a segmented basis to the extent consistent with this Tariff Section by following the procedures for capacity release set out in Section 6.22 of these General Terms and Conditions.
- (2) For the purposes of this Tariff Section, a segmentation of firm capacity (whether of Customer's own capacity or on release) shall be deemed operationally feasible unless: (i) the proposed segmentation would result in an increase in firm contractual obligation to MVP on any segment or portion of its system; or (ii) the proposed segmentation would result in a physical haul in a direction opposite of the Primary Path under the Service Agreement being segmented, absent a determination by MVP, which determination will be made within five (5) business days of the request, that it can physically perform the segmentation as requested.
- (3) In the event a transportation path is segmented under this Tariff Section, as between the parties to a specific segmentation, the upstream path segment shall receive priority at all secondary points within the Primary Path upstream of the break point and the downstream path segment shall receive priority at all secondary points within the Primary Path downstream of the break point. Nothing in this section shall affect Customer's priority rights to secondary points outside the original Primary Path.
- (4) If MVP determines that it is operationally feasible, the Customer (or Replacement Customer in the case of a release) may nominate service at receipt and delivery points for the path segment that results in a reverse flow from the original path, subject to determination of the applicable rate pursuant to the discount policy stated in Section 6.24 of these General Terms and Conditions. In addition, if MVP determines that it is operationally feasible, Customer may segment resulting in a forward haul and back haul to the same point at the same time, up to its MDQ.
- (5) Subject to the availability of firm capacity at the Primary Receipt and/or Delivery Point(s) and associated lateral or segment and subject to Sections 6.7 and 6.22(3)d of these General Terms and Conditions, a segmenting Customer, a segmenting Replacement Customer or a segmenting Sub-replacement Customer may change the Primary Receipt or Delivery Points

listed in the Service Agreement to new Primary Receipt or Delivery Point(s) if the Customer (or in the case of a release, the Original Segmenting Customer) agree to amend the Service Agreement to change the Primary Receipt or Delivery Point(s) accordingly. MVP shall not be obligated to reserve firm capacity to reinstate the former Primary Receipt or Delivery Point(s) upon expiration of the segmentation or the Capacity release, unless MVP allowed the Replacement Customer or sub-replacement Customer to change the point without the Releasing Customer having agreed to the point change, in which case MVP shall reinstate the Primary Receipt and/or Delivery Point for the Releasing Customer.

- (6) In the event segmentation of a Customer's path, or segmentation that results from a release of Capacity, creates deliveries or receipts exceeding the original Customer's capacity rights (as defined by the MDQ) in the Agreement, and MVP schedules and confirms such segmentation, the original Customer will be subject to the applicable overrun service charge pursuant to the applicable Rate Schedule of this Tariff. In the event segmentation results in a permanent release to any Replacement Customer, that Replacement Customer will be subject to the maximum applicable transportation rates set forth in MVP's tariff.
- (7) To the extent segmentation results in an increase of a Customer's or Replacement Customer's firm contract rights and MVP schedules and confirms that increase in firm contract rights, the Customer or Replacement Customer that caused such increase in firm contract rights will be subject to the applicable overrun service charge pursuant to the applicable rate schedule of this Tariff. If a capacity release occurs during the Day and the releasing Customer has already submitted a Nomination, the original Customer may incur overrun service charges in accordance with the applicable Rate Schedule.
- (8) In the event MVP determines that a previously approved segmentation was inadvertently confirmed, MVP will notify Customer that it must select alternate points. Unless MVP determines that a shorter period of time is appropriate, MVP will provide one Gas Day's notice to Customer to select alternate points. MVP must attempt to give actual notice to Customer of the need to select alternate Points via e-mail. MVP will post on its Informational Postings Website within ten (10) Business Days the explanation for any revocation of segmentation and whether the segmentation is unavailable on a temporary or continuing basis.
- (9) MVP reserves the right to evaluate and disallow segmentation on its system on a case-by-case basis for those situations that are not operationally feasible and not already described in this Tariff Section. Disallowance of segmentation requests will be made on a non-discriminatory basis and the Customer will be notified of any disallowance and the explanation thereof within two (2) Business Days of the request. MVP will post on its

Informational Postings Website within ten (10) Business Days the explanation for any disallowance of segmentation not specifically described in this Tariff.

EXHIBIT A
to the
TRANSPORTATION SERVICE AGREEMENT
between MOUNTAIN VALLEY PIPELINE, LLC
and
_____ [CUSTOMER],
pursuant to Rate Schedule FTS
Contract No. _____ Dated _____

This Exhibit A is dated _____.
Any previously executed Exhibit A under this Agreement is terminated and is no longer in effect.

(1) Notices and Correspondence shall be sent to:

Mountain Valley Pipeline, LLC

EQT Plaza
625 Liberty Avenue Ste 1700
Pittsburgh, PA 15222-3111
Attn: Gas Transportation Dept.
Phone: (412) 395-3230
Facsimile: (412) 395-3347
E-mail Address: _____

[Customer]

Address:

Representative:
Phone:
Facsimile:
E-mail Address:
DUNS:
Federal Tax I.D. No.:
Other contact information if applicable:

(2) Service Under this Agreement is provided on:

- Mainline System
- Southgate System

(3) Maximum Daily Quantity (“MDQ”): _____ Dth Effective Date:

(4) Primary Receipt and Delivery Point(s):

<u>Primary Receipt Point(s)**</u>		<u>Effective</u>
<u>(Meter No. and/or Meter Name)</u>	<u>MDQ Allocation</u>	<u>Date</u>

** Receipt point MDQs do not include quantities required for Retainage.

<u>Primary Delivery Point(s)</u>		<u>Effective</u>
<u>(Meter No. and/or Meter Name)</u>	<u>MDQ Allocation</u>	<u>Date</u>

(5) Effective Date and Term: This Exhibit A is effective _____ [insert commencement date, which may be drafted to take into consideration uncertainties associated with completion of construction] and continues in full force and effect _____ [insert either “through” or “for a primary period of”] _____ [insert end date of agreement or length of primary term].* For agreements twelve (12) months or longer, _____ [insert “Customer” and/or “MVP”] may terminate the agreement at the end of the primary term by providing at least _____ months prior written notice of such intent to terminate.

At the expiration of the primary term, this Exhibit A has the following renewal term
(choose one):

- ___ no renewal term
- ___ through _____ [insert date]*
- ___ for a period of _____ [insert length of renewal term]*
- ___ year to year* (subject to termination on ___ months prior written notice)
- ___ month to month (subject to termination by either party upon ___ days written notice prior to contract expiration)
- ___ other (described in section 6 below)

* In accordance with Section 6.21 of the General Terms and Conditions, a right of first refusal may apply; any contractual right of first refusal will be set forth in Section (6) of this Exhibit A.

(6) Other Special Provisions:

[This section may include terms and conditions specifically permitted by provisions identified in Section 6.37 of the General Terms and Conditions of the Tariff.]

IN WITNESS WHEREOF, Customer and MVP have executed this Exhibit A by their duly authorized officers, effective as of the date indicated above.

CUSTOMER:

By _____
(Date)

Title _____

MOUNTAIN VALLEY PIPELINE, LLC :

By _____
(Date)

Title _____

EXHIBIT A
to the
TRANSPORTATION SERVICE AGREEMENT
between MOUNTAIN VALLEY PIPELINE, LLC
and
_____ [CUSTOMER],
pursuant to Rate Schedule ITS
Contract No. _____ Dated _____
This Exhibit A is dated _____.

Any previously executed Exhibit A under this Agreement is terminated and is no longer in effect.

(1) Notices and Correspondence shall be sent to:
Mountain Valley Pipeline, LLC

EQT Plaza
625 Liberty Avenue Ste 1700
Pittsburgh, PA 15222-3111
Attn: Gas Transportation Dept.
Phone: (412) 395-3230
Facsimile: (412) 395-3347
E-mail Address: _____

[Customer]

Address:

Representative:
Phone:
Facsimile:
E-mail Address:
DUNS:
Federal Tax I.D. No.:
Other contact information if applicable:

(2) Service Under this Agreement is provided on:
____ Mainline System
____ Southgate System

(3) Effective Date and Term: This Exhibit A is effective _____ [insert commencement date, which may be drafted to take into consideration uncertainties associated with completion of construction] and continues in full force and effect _____ [insert either “through” or “for a primary period of”] _____ [insert end date of agreement or length of primary term].

At the expiration of the primary term, this Exhibit A has the following renewal term (choose one):

___ no renewal term

___ through _____ [insert date]

___ for a period of _____ [insert length of renewal term]

___ year to year (subject to termination on ___ months prior written notice)

___ month to month (subject to termination by either party upon ___ days written notice prior to contract expiration)

(4) Other Special Provisions:

[This section may include terms and conditions specifically permitted by provisions identified in Section 6.37 of the General Terms and Conditions of the Tariff.]

IN WITNESS WHEREOF, Customer and MVP have executed this Exhibit A by their duly authorized officers, effective as of the date indicated above.

CUSTOMER:

By _____
(Date)

Title _____

MOUNTAIN VALLEY PIPELINE, LLC :

By _____
(Date)

Title _____

EXHIBIT A-__ Dated_____
to the INTERRUPTIBLE LENDING AND PARKING SERVICE AGREEMENT
between MOUNTAIN VALLEY PIPELINE, LLC and_____ [CUSTOMER],
pursuant to Rate Schedule ILPS Contract No. _____ Dated _____

(1) Service under this Agreement is

Provided On

- Mainline System
- Southgate System

For Service Type Of (choose one)

- Parking
- Lending

(2) Rate (choose one):

- Applicable maximum rate on Statement of Rates A discounted rate of _____ per Dth (each assessed on balance parked or loaned at the end of each day)
- A negotiated rate (as specified): _____

(3) Term, Quantities, and Receipt and Delivery Point(s):

Term: Begin: _____ End: _____

Begin Date	End Date	Point of Service	Receipt to MVP		Delivered to Customer	
			Maximum Daily Quantity MDQ	Maximum Quantity MQ	Maximum Daily Quantity MDQ	Maximum Quantity MQ

IN WITNESS WHEREOF, Customer and MVP have executed this Exhibit A by their duly authorized officers, effective as of the date indicated above.

CUSTOMER:

Mountain Valley Pipeline LLC:

By _____
 (Date)

By _____
 (Date)

Title _____

Title _____

2. Preliminary Statement

Mountain Valley Pipeline, LLC (“MVP”) owns and operates ~~an~~ interstate natural gas transmission pipeline systems extending from northwestern West Virginia to ~~southern Virginia~~North Carolina. This Volume No. 1 of the FERC Gas Tariff of MVP contains the Rates and Charges, Rate Schedules, General Terms and Conditions, and Forms of Service Agreements applicable to transportation service performed by MVP under a certificate of public convenience and necessity issued by the FERC pursuant to Section 7(c) of the Natural Gas Act.

3.1 Mainline System Map

MVP's Mainline Transmission System Map may be displayed and downloaded at the Informational Postings Website below:

<http://customers.eqm-midstreampartners.com/IPWS-MVP/Informational%20Postings/Tariff/Map.aspx>

3.2 Southgate System Map

MVP's Southgate Transmission System Map may be displayed and downloaded at the Informational Postings Website below:

<http://customers.eqm-midstreampartners.com/IPWS-MVP/Informational%20Postings/Tariff/Map.aspx>

STATEMENT OF RATES
FIRM TRANSPORTATION RATES (Rates per Dth)
RATE SCHEDULE FTS
Interim Period Service

	<u>Base Tariff Rates</u>	
	Maximum	Minimum
Reservation Charge	\$ 15.9014	\$ 0.0000
Usage Charge 1/	\$ 0.0032	\$ 0.0000
Authorized Overrun 1/	\$ 0.5260	\$ 0.0000
Maximum Capacity Release Volume Charge 1/	\$ 0.5260	

Service Effective December 1, 2018 2/

<u>RATE ZONE</u>	<u>Base Tariff Rates</u>	
	Maximum	Minimum
<u>Mainline System</u>		
Reservation Charge	\$ 29.5967	\$ 0.0000
Usage Charge 1/	\$ 0.0035	\$ 0.0000
Authorized Overrun 1/	\$ 0.9766	\$ 0.0000
Maximum Capacity Release Volume Charge 1/	\$ 0.9766	
<u>Southgate System</u>		
<u>Reservation Charge</u>	<u>\$ 18.7659</u>	<u>\$ 0.0000</u>
<u>Usage Charge 1/</u>	<u>\$ 0.0033</u>	<u>\$ 0.0000</u>
<u>Authorized Overrun 1/</u>	<u>\$ 0.6202</u>	<u>\$ 0.0000</u>
<u>Maximum Capacity Release Volume Charge 1/</u>	<u>\$ 0.6202</u>	

1/ Excludes the ACA unit charge applicable to Customers pursuant to Section 6.26.

2/ Contingent upon MVP placing into service capacity to the Transco Station 165 Interconnect.

STATEMENT OF RATES
INTERRUPTIBLE TRANSPORTATION RATES (Rates per Dth)
RATE SCHEDULE ITS
Interim Period Service

	<u>Base Tariff Rates</u>
Usage 1/	
Maximum	\$ 0.5260
Minimum	\$ 0.0000

Service Effective December 1, 2018 2/

	<u>Base Tariff Rates</u>
<u>RATE ZONE</u>	
<u>Mainline System</u>	
Usage 1/	
Maximum	\$ 0.9766
Minimum	\$ 0.0000
<u>Southgate System</u>	
<u>Usage 1/</u>	
<u>Maximum</u>	<u>\$ 0.6202</u>
<u>Minimum</u>	<u>\$ 0.0000</u>

1/ Excludes the ACA unit charge applicable to Customers pursuant to Section 6.26.

2/ Contingent upon MVP placing into service capacity to the Transco Station 165 Interconnect.

STATEMENT OF RATES
INTERRUPTIBLE LENDING AND PARKING SERVICE RATES (Rates per Dth)
RATE SCHEDULE ILPS
Interim Period Rates

	<u>Base Tariff Rates</u>
Maximum	\$ 0.5260
Minimum	\$ 0.0000

Service Effective December 1, 2018 1/

<u>RATE ZONE</u>	<u>Base Tariff Rates</u>
<u>Mainline System</u>	
Maximum	\$ 0.9766
Minimum	\$ 0.0000
<u>Southgate System</u>	
<u>Maximum</u>	<u>\$ 0.6202</u>
<u>Minimum</u>	<u>\$ 0.0000</u>

1/ Contingent upon MVP placing into service capacity to the Transco Station 165 Interconnect.

+STATEMENT OF RETAINAGE FACTORS

Interim Period Service

	Retainage Factor
Retainage Factor 1/	0.63 %

Service Effective December 1, 2018 2/

	Retainage Factor
<u>RATE ZONE</u>	
<u>Mainline System</u>	
Retainage Factor 1/	1.36 %
<u>Southgate System</u>	
Retainage Factor 1/	1.33 %

1/ Percentage is applied to receipt quantities under Rate Schedules FTS and ITS.

2/ Contingent upon MVP placing into service capacity to the Transco Station 165 Interconnect.

5.1. FTS - Firm Transportation Service

RATE SCHEDULE FTS FIRM TRANSPORTATION SERVICE

(1) AVAILABILITY

This Rate Schedule is available to any party (hereinafter referred to as “Customer”) for the transportation of natural gas on a firm basis by Mountain Valley Pipeline, LLC (hereinafter referred to as “MVP”) under the following conditions:

- a. MVP in its reasonable discretion determines it has available capacity to render the firm transportation service; and
- b. Customer and MVP have entered into a Transportation Service Agreement, in the form contained in this Tariff, for such firm transportation service.

(2) APPLICABILITY AND CHARACTER OF SERVICE

- a. The service provided under this Rate Schedule FTS shall be performed under Part 284 of the Commission’s regulations. This Rate Schedule shall apply to all natural gas transported by MVP for Customer pursuant to the executed Transportation Service Agreement providing for a Maximum Daily Quantity (“MDQ”).
- b. Transportation service hereunder shall be firm, subject to the provisions of the executed Transportation Service Agreement and to the General Terms and Conditions incorporated herein by reference and shall not be subject to curtailment or interruption except as caused by force majeure or otherwise provided in the General Terms and Conditions of MVP’s FERC Gas Tariff. MVP shall only be obligated to deliver to Customer thermally equivalent quantities to those received, less applicable Retainage.
- c. Transportation service hereunder shall consist of the acceptance by MVP of natural gas tendered by Customer for transportation at the Primary Receipt Point(s) specified in the executed Transportation Service Agreement, the transportation of that natural gas through MVP’s pipeline system, and the delivery of that gas, after applicable Retainage to Customer or for Customer’s account the Primary Delivery Point(s) in the specified executed Transportation Service Agreement. All gas receipts under this Rate Schedule shall be subject to the transportation Retainage percentage set forth on Statement of Retainage Factors of this Tariff.
- d. If Customer desires transportation of natural gas under this Rate Schedule, Customer will nominate service in accordance with Section 6.8 of the General Terms and Conditions of MVP’s Tariff. MVP shall schedule receipts and deliveries in accordance with Customer’s nominations, and deliver for Customers' account on a daily basis quantities of

gas equal to the daily quantities received for Customer's account as requested by Customer, less applicable Retainage which quantities shall not exceed Customer's MDQ specified in the Transportation Service Agreement. It is Customer's responsibility to adjust its deliveries and receipts to conform to scheduled quantities.

- e. Customers under this Rate Schedule shall be permitted to nominate receipts and deliveries at any point on ~~the system~~MVP on a secondary (capacity-available) basis in accordance with Section 6.8 of the General Terms and Conditions. However, to the extent that Customers nominate on a secondary point within a different rate zone, Customers will also pay the applicable rates for service on the Mainline System and the Southgate System.
- f. Customers under this Rate Schedule shall be permitted to release any portion of their capacity entitlements in accordance with Section 6.22 of the General Terms and Conditions.
- g. MVP and Customers under this Rate Schedule may agree, on a non-discriminatory basis, to contract extensions, including evergreens, rollovers and other extensions.
- h. Daily Rates of Flow. The gas transported under this Schedule must be received and delivered at uniform hourly and daily rates of flow as nearly as practicable, subject to the daily nominations as provided in Section 6.8 of the General Terms and Conditions.

(3) RATE

- a. Unless otherwise mutually agreed to in accordance with Section 6.24 or Section 6.27 of the General Terms and Conditions, the charge for natural gas transportation service rendered during each monthly billing period shall be the sum of the applicable amounts specified below:
 - (i) Reservation Charge- An amount determined as follows:
 - 1. Reservation Charge multiplied by the MDQ as defined in the executed Transportation Service Agreement.
 - (ii) Usage Charge- An amount determined as follows:
 - 1. The quantity of natural gas in Dth delivered by MVP to Customer or for Customer's account during the month; times
 - 2. The applicable usage charge per Dth set forth from time to time on Statement of Rates for Rate Schedule FTS of this Tariff or superseding Tariff.
 - (iii) Surcharges

1. Customers shall pay all applicable surcharges specified in the General Terms and Conditions or which otherwise may be applicable to service under this Rate Schedule as may be set forth from time to time on Statement of Rates for Rate Schedule FTS of this Tariff.

(iv) Interim Period Service

1. Separate Interim Period Service rates shall apply as stated in Sections 4.1 and 4.4 of this Tariff.

(4) TRANSPORTATION CONTRACT DEMAND

- a. A Customer's Transportation Contract Demand shall be the MDQ of gas which MVP shall be obligated to deliver to Customer (or for Customer's account) at the delivery point(s) under this Rate Schedule. The MDQ shall be specified on Exhibit A of the executed Transportation Service Agreement.
- b. Notwithstanding any provision in this Rate Schedule FTS or the General Terms and Conditions, MVP and Customer may agree at the time of execution of the Transportation Service Agreement that Customer's Transportation Contract Demand will change by specified amounts at specified points in time indicated in the Transportation Service Agreement.

(5) AUTHORIZED OVERRUN TRANSPORTATION

Upon request of Customer, MVP, at its reasonable discretion, may receive, transport and deliver natural gas in excess of Customer's Transportation Contract Demand specified in the executed Transportation Service Agreement. Said overrun service shall have the priority set forth in Section 6.8 of the General Terms and Conditions. A customer that overruns its Transportation Contract Demand will be assessed the rates, surcharges and Retainage Factors in accordance with this Rate Schedule, Statement of Rates and Statement of Retainage Factors.

(6) RIGHTS UNDER SECTION 4 OF THE NATURAL GAS ACT

MVP shall have the unilateral right to seek, through a filing under Section 4 of the Natural Gas Act with the appropriate regulatory authority, to make changes in the (a) rates and charges applicable to its Rate Schedule FTS and/or (b) Rate Schedule FTS pursuant to which this service is rendered. Unless otherwise agreed to by MVP, MVP shall have the unilateral right to seek, through a filing under Section 4 of the Natural Gas Act with the appropriate regulatory authority, to make changes in any provisions of the General Terms and Conditions applicable to Rate Schedule FTS. Nothing contained herein shall be construed to deny Customer any rights it may have under the Natural Gas Act, including the right to participate

fully in rate or other proceedings by intervention or otherwise to contest such changes in whole or in part.

(7) GENERAL TERMS AND CONDITIONS

Except as otherwise expressly indicated in this Rate Schedule or by the executed Transportation Service Agreement, all of the General Terms and Conditions contained in this Tariff, including (from and after their effective date) any future modifications, additions or deletions to said General Terms and Conditions, are applicable to transportation service rendered under this Rate Schedule and, by this reference, are made a part hereof. In the event of any conflict between the provisions of this Rate Schedule and the General Terms and Conditions, the provisions of this Rate Schedule shall apply.

5.3. ILPS - Interruptible Lending and Parking Service

RATE SCHEDULE ILPS

INTERRUPTIBLE LENDING AND PARKING SERVICE

(1) AVAILABILITY

This Rate Schedule is available to any party (hereinafter called “Customer”) requesting Interruptible Lending and Parking Service from Mountain Valley Pipeline, LLC (hereinafter called “MVP”) under the following conditions:

- a. Customer has entered into an ILPS Service Agreement with MVP for interruptible lending and parking service under this Rate Schedule;
- b. Customer has sufficient facilities and transportation capacity available to receive gas from and deliver gas to MVP; and
- c. MVP is operationally able to render interruptible lending and parking service.

(2) APPLICABILITY AND CHARACTER OF SERVICE

- a. The service provided under this Rate Schedule ILPS shall be performed under Part 284 of the Commission’s regulations. This Rate Schedule ILPS shall apply to all gas parked or loaned by MVP for Customer pursuant to an ILPS Service Agreement providing for a Maximum Quantity (“MQ”).
- b. The maximum amount of gas that MVP is obligated on any Day to loan or park for any Customer under this Rate Schedule shall be the Maximum Daily Quantity (“MDQ”) specified in the applicable Service Agreement.
- c. Parking service hereunder shall consist of the receipt of gas at the point(s) specified in the Service Agreement, the parking of gas, and the return of the parked quantity of gas at the parking point(s) specified in the Service Agreement.
- d. Lending service hereunder shall consist of the delivery of gas to Customer by MVP at the point(s) specified in the Service Agreement and the subsequent return of the quantities of gas to MVP at the agreed upon time at the point(s) specified in the Service Agreement.
- e. Transportation service to and from the designated point(s) of service for parking and lending shall be solely the Customer’s responsibility. Transportation service is not provided under this Rate Schedule. If MVP and Customer agree that the Customer may receive or return quantities other than at the point(s) specified for service, then Customer will accomplish such transaction under a separate Transportation Agreement with MVP.

- f. The interruptible lending and parking of gas under this Rate Schedule shall have the priority set forth in Section 6.8(5) of the General Terms and Conditions. If nominations for service under this Rate Schedule exceed, on any Day, MVP's ability to provide such service in conjunction with other nominated firm services, MVP will apply the service priorities set forth in Section 6.8(5) of the General Terms and Conditions in determining the scheduling of service.
- g. MVP may require a Customer to reduce deliveries to or receipts from MVP within the Day consistent with MVP's operating requirements. MVP may require a Customer to return all or part of its gas from the Customer's lending service account or remove all or part of its gas from the Customer's parking service account within the time period specified by MVP, which period shall be no less than three (3) days. MVP will notify the Customer of the need to remove or return and will specify the quantity to be removed or returned and the deadline for removal. For each Day MVP is unable to schedule the removal of Customer's nominated gas, the period specified shall be extended by a corresponding number of Days. If Customer's parking quantities are not removed by the end of the period designated by MVP, any remaining gas balance at the end of said period may be forfeited to MVP free and clear of any liens or claims in addition to any other charges owing to MVP. If Customer loaned quantities are not returned by Customer by the end of the period designated by MVP any unreturned gas shall be sold to Customer at 150% of the spot market price for Transco, Zone 5 Delivered as published in Platts Gas Daily for the day on which the deadline for the return of gas occurred in addition to any other charges owing to MVP.

(3) RATE

- a. Unless otherwise mutually agreed to in accordance with Sections 6.24 and 6.27 of the General Terms and Conditions, the charges to be paid by Customer shall be no higher than the applicable maximum rate and no lower than the applicable minimum rate as set forth on Statement of Rates for Rate Schedule ILPS of this Tariff. The Customer shall pay MVP each month based on the following charges:
 - (i) Interruptible Lending and Parking Charge - A charge for gas loaned or parked at each point of service.
 - (ii) Interim Period Service
 - 1. Separate Interim Period Service rates shall apply as stated in Sections 4.3 of this Tariff.

(4) NOMINATING AND SCHEDULING

- a. For any Day when Customer desires MVP to loan or park gas for Customer's account under this Rate Schedule, Customer shall nominate to MVP in accordance with Section

6.8 of the General Terms and Conditions of this Tariff, specifying the quantity of gas that Customer desires MVP to loan or park on such Day. When Customer's nominations are confirmed and scheduled as required by the General Terms and Conditions of this Tariff, MVP shall receive for Customer's account on such Day the quantity of gas so nominated, subject to the limitations set forth in this Rate Schedule.

- b. For any Day when Customer desires the return of quantities of loaned or parked gas for Customer's account under this Rate Schedule, Customer shall nominate to MVP in accordance with the General Terms and Conditions of this Tariff, specifying the quantity of gas that Customer desires to return from parking or lending on such Day. When Customer's nominations are confirmed and scheduled as required by the General Terms and Conditions of this Tariff, MVP shall return for Customer's account on such Day the quantity of gas so nominated, subject to the limitations set forth in this Rate Schedule.
- c. If operating conditions permit, MVP may loan or park gas for any Customer in excess of the Customer's MDQ upon request; provided, however, that MVP shall not loan or park a quantity of gas for Customer's account if said quantity will cause the Customer's total lending or parking quantity for any Day to exceed the MQ specified in Customer's Service Agreement. MVP shall not receive or deliver quantities in excess of the loaned or parked quantities for Customer's account.

(5) RIGHTS UNDER SECTION 4 OF THE NATURAL GAS ACT

MVP shall have the unilateral right to seek, through a filing under Section 4 of the Natural Gas Act with the appropriate regulatory authority, to make changes in the (a) rates and charges applicable to its Rate Schedule ILPS and/or (b) Rate Schedule ILPS pursuant to which this service is rendered. Unless otherwise agreed to by MVP, MVP shall have the unilateral right to seek, through a filing under Section 4 of the Natural Gas Act with the appropriate regulatory authority, to make changes in any provisions of the General Terms and Conditions applicable to Rate Schedule ILPS. Nothing contained herein shall be construed to deny Customer any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest such changes in whole or in part.

(6) GENERAL TERMS AND CONDITIONS

Except as otherwise expressly indicated in this Rate Schedule or by the executed Service Agreement, all of the General Terms and Conditions contained in this Tariff, including (from and after their effective date) any future modifications, additions or deletions to said General Terms and Conditions, are applicable to service rendered under this Rate Schedule and, by this reference, are made a part hereof. In the event of any conflict between the provisions of this Rate Schedule and the General Terms and Conditions, the provisions of this Rate Schedule shall apply.

6.1. Definitions

- (1) “Bidder” shall mean a party submitting a bid to MVP’s Customer Activities Website for released capacity.
- (2) “Btu” shall mean British thermal unit, and shall mean the amount of heat required to raise the temperature of one (1) pound of water one (1) degree Fahrenheit from fifty-nine (59) degrees Fahrenheit to sixty (60) degrees Fahrenheit. For reporting purposes, Btu conversion factors shall be reported to not less than three (3) decimal places and Pressure Base conversion factors shall be reported to not less than six (6) decimal places. For calculation purposes, not less than six (6) decimal places shall be used for both conversion factors.
- (3) “Business Day” shall mean Monday through Friday, excluding Federal Banking Holidays for transactions in the United States of America.
- (4) “Capacity Release Program” shall mean the mechanism for Customers holding transportation entitlements on the MVP system to release such capacity to third parties.
- (5) “Central Clock Time” (“CCT”) shall mean central daylight time when daylight savings time is in effect and central standard time when daylight savings time is not in effect.
- (6) “Cubic Foot” shall mean the volume of gas which occupies one (1) cubic foot when such gas is at a temperature of sixty (60) degrees Fahrenheit and a pressure of 14.73 psia.
- (7) “Customer” shall mean any entity that has entered into a service agreement with MVP under one or more of MVP’s Rate Schedules.
- (8) “Customer Activities Website” shall mean the interactive electronic communications system offered by MVP on a nondiscriminatory basis to any user that requests and has been assigned a password and agrees to comply with the procedures for access and use of MVP’s Customer Activities Website set forth in Section 6.25 of these General Terms and Conditions.
- (9) “Day” or “Gas Day” shall mean a period of twenty-four (24) consecutive hours beginning and ending at 9:00 a.m. CCT.
- (10) “Dekatherm” or “Dth” shall mean the quantity of heat energy which is equivalent to 1,000,000 Btu. One dekatherm of gas shall mean the quantity of gas which contains one dekatherm of energy.
- (11) “EDI” shall mean electronic data interchange as defined by the standards established by the North American Energy Standards Board and approved by the Federal Energy Regulatory Commission.

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- (12) “EDM” shall mean electronic data mechanism as defined by the standards established by the North American Energy Standards Board and approved by the Federal Energy Regulatory Commission.
- (13) “FERC” or “Commission” shall mean the Federal Energy Regulatory Commission or any successor governmental agency.
- (14) “Gas” shall mean either natural gas unmixed, or any mixture of natural and artificial gas.
- (15) “Heating Value” shall mean the number of Btu's evolved by the complete combustion with air, at constant pressure, of one anhydrous (dry) Cubic Foot of gas under a pressure of 14.73 psia and a temperature of sixty (60) degrees Fahrenheit and when the products of combustion are cooled to the initial temperature of the gas and air and water formed combustion is condensed to the liquid state.
- (16) “Informational Postings Website” shall mean the Internet website utilized by MVP to post required public information. MVP’s Informational Postings Website may be accessed by the Customers using the HTML page(s) accessible via the internet at <https://customers.eqtmidstreampartners.com/IPWS-MVP/Home>.
- (17) “Interim Period Service” is service to the interconnect with Columbia’s WB System prior to the time that MVP has placed into service firm capacity to the Transco Station 165 Interconnect.
- (18) “Intra-Day Nomination” shall mean a nomination submitted after the nomination deadline whose effective time is no earlier than the beginning of the Gas Day and runs through the end of that Gas Day.
- (19) “Mainline System” shall mean MVP’s pipeline system that provides transmission services between, and including, the Mobley interconnection with Equitrans, L.P. and the Cherrystone interconnection with Transcontinental Gas Pipe Line, LLC. This system does not include the Southgate System.
- ~~(19)~~(20) “Maximum Daily Volume,” “Maximum Daily Quantity,” or “Transportation Contract Demand” shall mean the maximum quantity of gas that MVP is to deliver in any Day to Customer or for Customer's account as required under the executed Service Agreement between the parties.
- ~~(20)~~(21) “Maximum Quantity” shall mean the maximum quantity of gas which Customer is entitled to loan or park on the MVP system under Rate Schedule ILPS.
- ~~(21)~~(22) “Mcf” shall mean one thousand (1,000) cubic feet of gas.

~~(22)~~(23) “Month” shall mean a period of time beginning at 9:00 a.m. CCT, on the first day of a calendar month and ending at 9:00 a.m. CCT on the first day of the next succeeding calendar month.

~~(23)~~(24) “MVP,” “Pipeline,” and “Transporter” shall mean Mountain Valley Pipeline, LLC.

~~(24)~~(25) “Nomination Period” shall mean a period of time Customer includes in a nomination for gas service.

~~(25)~~(26) “Prearranged Replacement Customer” shall mean a Customer that prearranges a bid for capacity with a Releasing Customer and contracts to utilize a Releasing Customer's Capacity for a specified period.

~~(26)~~(27) “Primary Delivery Point” shall mean the point(s) listed in Customer's executed Service Agreement at which MVP may deliver gas to Customer for service.

~~(27)~~(28) “Primary Path” shall mean the physical transportation path, which includes MVP's facilities or facilities available under contract to MVP, between Customer's Primary Receipt Point and Primary Delivery Point as stated in the executed Service Agreement.

~~(28)~~(29) “Primary Receipt Point” shall mean the point(s) listed in Customer's executed Service Agreement at which Customer may tender gas to MVP for service.

~~(29)~~(30) “psia” shall mean pounds per square inch absolute.

~~(30)~~(31) “Rate Default” shall mean the non-biddable rate specified in the capacity release offer to be used for invoicing purposes when the result of the index-based formula is unavailable or cannot be computed. If a Rate Default is not otherwise specified, the Rate Floor should serve as the Rate Default.

~~(31)~~(32) “Rate Floor” shall mean the lowest rate specified in the capacity release offer in dollars and cents that is acceptable to the Releasing Customer. The Rate Floor may not be less than MVP's minimum reservation rate or zero cents when there is no stated minimum reservation rate.

~~(32)~~(33) “Releasing Customer” shall mean a firm Customer or Replacement Customer holding firm capacity under a service agreement that desires to release all or a portion of its firm capacity rights under Section 6.22 of the General Terms and Conditions.

~~(33)~~(34) “Replacement Customer” shall mean a Customer that has contracted to utilize a Releasing Customer's capacity for a specified period.

~~(34)~~(35) “Recourse Rate” shall mean the maximum tariff rate plus all applicable surcharges set forth in this Tariff for service under the corresponding open access rate schedules.

~~(35)~~(36) “Secondary Delivery Point” shall mean those point(s) not listed in Customer's executed Service Agreement at which MVP may deliver gas to Customer for service.

(37) “Southgate System” shall mean MVP’s pipeline system that provides transmission services between, and including, the suction side of the Lambert Compression Station and the Haw River interconnect. This does not include the Mainline Sytem.

~~(36)~~(38) “Secondary Receipt Point” shall mean those point(s) not listed in Customer's executed Service Agreement at which Customer may tender gas to MVP for service.

~~(37)~~(39) “Year” shall mean a period of twelve (12) consecutive months beginning at 9:00 a.m. CCT on the first day of the month following the date of initial receipt and delivery and ending at 9:00 a.m. CCT on the first day of such month of the next succeeding calendar year throughout the term of the Service Agreement hereunder, except that the first contract year shall include the partial month commencing with the date of initial delivery of gas.

6.7. Flexible Receipt and Delivery Points

- (1) Primary Receipt and Delivery Points. All firm transportation Customers receiving service pursuant to Part 284 will have Primary Receipt and Delivery Points specified in Exhibit A of their Service Agreements. Primary Receipt and Delivery Points specified in a Customer's Service Agreement will be quantity specific by each point. The sum of the quantities specified at each Primary Receipt and Delivery Point must equal the Maximum Daily Quantity specified in the Transportation Service Agreement, unless otherwise agreed to by MVP.
- (2) Secondary Receipt and Delivery Points. All Customers receiving firm transportation service pursuant to Part 284 are permitted to nominate service on a secondary basis at all receipt and delivery points on the MVP System. MVP consists of two (2) rate zones which are: (1) the Mainline System and (2) the Southgate System. To the extent that Customers nominating service nominate from one rate zone to another rate zone, Customers will also pay the applicable maximum transportation rates equivalent to the Usage Rate for service under Rate Schedule ITS on the other applicable rate zone; usage rates associated with the transporting across rate zones are reflected in Section 4.1 of the Statement of Rates. Each Secondary Receipt and Delivery Point nomination may specify quantities up to the Maximum Daily Quantity. MVP will maintain on MVP's Informational Postings Website a master list of Primary Receipt and Delivery Points. Further, reverse path transportation, will be scheduled on a secondary basis.
- (3) Addition of Receipt and Delivery Points. A firm transportation Customer may add Primary Receipt and Delivery Points or adjust the allocation among the Primary Receipt and Delivery Points at any time during the term of the Transportation Service Agreement subject to the agreement of MVP. Changes in Primary Receipt and Delivery Points will be permitted provided sufficient receipt or delivery capacity exists at the specified points. Such changes will be effective upon 48 hours' notice from the Customer to MVP, and will be subject to ratification through an amended Service Agreement.

6.12 Determination of Deliveries and Imbalances

- (1) Generally. MVP will attempt to receive and deliver quantities of gas nominated by Customers on each day during the year. From time to time, and for reasons beyond the control of MVP, the quantities of gas actually received and delivered may differ from the quantities scheduled (including adjustments pursuant to Section 6.8(1) of the General Terms and Conditions) resulting in an overage or an underage of gas on the pipeline system (referred to herein as imbalances). This Section will describe the procedures which MVP will use to allocate and correct imbalances and to minimize the occurrence of such imbalances.
- (2) Customer's Responsibility. It is the responsibility of the Customer to provide accurate and timely nominations of quantities proposed to be received and delivered by MVP under each of the Customer's Service Agreements; to maintain equality between quantities actually taken by the Customer and Customer's scheduled quantities under each Service Agreement, and to maintain a concurrent balance between receipts and deliveries under each Service Agreement.
- (3) Operational Balancing Agreements. An Operational Balancing Agreement ("OBA") is a contract between two parties which specifies the procedures to manage operational variances at an interconnect. MVP will require an OBA with any party that maintains production or pipeline facilities interconnecting with the MVP system. To be eligible for an OBA, a party must satisfy the creditworthiness standards of MVP's Tariff and designate one or more persons for MVP to contact on a 24 hours per day, 365 days per year basis. The terms and conditions of an OBA shall be negotiated and mutually agreed upon between MVP and the OBA party, and shall generally reflect the gas custody transfer procedures to be followed and the methods for resolving any variances between actual quantities and scheduled quantities at the point of interconnection.
- (4) Predetermined Allocation. When MVP receives or delivers gas under more than one Service Agreement at a common receipt or delivery point, MVP will rely upon any predetermined allocation or instruction agreed to by all affected Customer(s) in apportioning actual receipts or deliveries at that point. MVP will use any methodology agreed to by all Customers at a common point for allocating receipts or deliveries at that point, provided that such methodology does not impact the operations of MVP system. The list of allocation methodology types agreed upon: ranked, pro-rata, percentage, swing and operator provided value. Only one predetermined allocation methodology shall be applied per allocation period. The types of allocation methodologies are a list from which two parties may agree. If the two parties cannot agree upon an allocation methodology, pro rata based upon confirmed nominations shall be used as the default method. The party responsible for custody transfer (the party performing the measurement function) shall provide the allocation. Predetermined allocations must be submitted by the Customers after or during confirmation and prior to the start of the Gas Day which the allocation will govern. MVP shall acknowledge the receipt of the predetermined allocation within fifteen (15) minutes of its receipt. Once confirmed, such allocation will govern all transportation activity at the

specified point for the Nomination Period. No retroactive reallocation of transactions will be made unless agreed to by MVP and all affected parties.

- (5) **Disputed Allocations.** The time limitation for disputes of allocations should be six (6) months from the date of the initial month-end allocation with a three (3) month rebuttal period. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard.
- (6) **Determination of Receipts and Deliveries.** MVP will attempt to determine the actual imbalance ascribable to each Service Agreement to the greatest extent possible. If gas delivered by MVP into the facilities of any Customer is applicable to more than one Service Agreement and MVP cannot rely on an OBA or predetermined allocation or otherwise ascribe the actual imbalance to each individual Service Agreement, MVP will attribute the total quantities of gas delivered among Customers pro-rata based on confirmed nominations at the specific points. As a minimum, allocations shall be provided by both contract and location. Delivery point allocations shall be performed at the lowest level of detail provided by nominations. Where any Customer has scheduled gas under multiple Service Agreements at a single point, MVP will allocate quantities to each service in the following sequence as applicable:
 - a. The quantity of gas scheduled for delivery by the Customer under the Customer's firm service agreements;
 - b. The quantity of gas scheduled for delivery under the Customer's interruptible service agreements.
- (7) **Resolution of Imbalances.** If a non-interstate pipeline OBA party or Customer (herein after referred to as the "Balancing Party") incurs either an overage or an underage in takes from MVP due to a failure to deliver to MVP or receive from MVP the quantity of gas which it is required to receive or deliver, penalties shall be applied as described in this section. If a Balancing Party has more than one agreement with MVP, and it is not otherwise determinable under which agreement the imbalance occurred, all imbalances will be applied to the agreement which is last in the determination of deliveries under Section 6.12(6).
 - a. **Daily Imbalances --** MVP will monitor daily imbalances to the extent permitted by the real time measurement capability of its system and reserves the right to implement a Balancing Alert pursuant to Section 6.11(5)b(iii) of the General Terms and Conditions.
 - (i) If on any day, the total quantity of gas delivered for a Balancing Party deviates from the amount received under any agreement by more than (i) the Allowable Daily Imbalance Tolerance, as defined in the OBA, but less than (ii) two (2) the times the Allowable Daily Imbalance Tolerance, Balancing Party shall be assessed a per Dth Daily Imbalance Charge equal to two (2) times the currently effective maximum rate under MVP's Rate Schedule ILPS. The Daily Imbalance Charge under this Section 6.12(7)a(i) shall apply only to those

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- quantities of the Daily Operational Imbalance that exceed (i) the Allowable Daily Imbalance Tolerance but are less than or equal to (ii) two (2) times the Allowable Daily Imbalance Tolerance.
- (ii) If on any day, the total quantity of gas delivered for a Balancing Party deviates from the amount received under any agreement by more than two (2) times the Allowable Daily Imbalance Tolerance, Balancing Party shall be assessed a per Dth Daily Imbalance Charge equal to four (4) times the currently effective maximum rate under MVP's Rate Schedule ILPS. The Daily Imbalance Charge under this Section 6.12(7)a(ii) shall apply only to those quantities of the Daily Operational Imbalance that exceed two (2) times the Allowable Daily Imbalance Tolerance.
- (iii) If no OBA exists or the OBA does not specify an Allowable Daily Imbalance Tolerance, the Allowable Daily Imbalance Tolerance is presumed to be the lesser of 2% of meter capacity volumes or 10,000 Dth.
- (iv) When a single Balancing Party has multiple firm or multiple interruptible Service Agreements or OBAs and imbalances exist under one or more of those Service Agreements for the Day served, MVP will net the offsetting imbalances against each other to calculate the Daily Operational Imbalance to which the Daily Imbalance Charge shall be applied.
- b. Monthly Imbalances -- MVP will determine monthly imbalances on the basis of the Balancing Party's Service Agreements and OBAs and the trading of any imbalances pursuant to Section 6.12(8)a. When a single Balancing Party has multiple firm or multiple interruptible Service Agreements or OBAs and imbalances exist under one or more of those Service Agreements for the month served, MVP will net the offsetting imbalances within, but not between, each of its two (2) rate zones against each other and reflect any imbalance trading pursuant to Section 6.12(8)a, to arrive at the aggregate imbalance for the Balancing Party. MVP's two (2) rate zones are: (1) the Mainline System and (2) the Southgate System. After such determination, the Balancing Party will be given the opportunity to utilize MVP's Interruptible Lending and Parking Service under Rate Schedules ILPS, if this service is available. If after this opportunity, the Balancing Party remains out of balance, the Balancing Party and MVP shall "cash out" the monthly imbalance in accordance with Section 6.12(9).
- (8) Netting and Trading of Imbalances. At the end of each calendar month, to the extent the net receipts (with the appropriate deductions for Retainage) do not equal the deliveries under any Service Agreement on a dekatherm basis, the following transportation fees and netting and trading procedures will apply:
- a. Imbalances under a Balancing Party's different Service Agreements will be netted together within each rate zone to obtain the Balancing Party's Total Monthly Imbalance ("TMI"). The TMI will be shown with the monthly billings sent to a Balancing Party. To facilitate the trading or

offsetting of a Balancing Party's TMI, MVP will post on the Customer Activities Website, on or before the ninth Business Day of the month, the TMI of any Balancing Party that has not notified MVP in writing that the Balancing Party does not elect to have that information posted. Balancing Parties or their agents may then trade offsetting imbalances to MVP within each rate zone with Balancing Parties or their agents until the close of business on the seventeenth Business Day of the month ("Trading Period"). Parties that agree to trade all or part of an imbalance must notify MVP in writing on or before the seventeenth Business Day of the month through submission of an imbalance trade confirmation form; otherwise, such trade shall not be effective. After receipt of an imbalance trade confirmation, MVP will send an imbalance trade notification to the trading parties by noon CCT the next Business Day.

- b. The netting of imbalances does not relieve Balancing Party of the obligation to pay all transportation charges for the quantity of gas actually delivered to Balancing Party during the month.
- (9) Cash-out. A monthly imbalance under Transportation Service Agreements or OBAs shall be computed as follow:
- a. The Balancing Party and MVP shall "cash out" the actual TMI at the applicable price described below:
 - (i) The Monthly Index Price ("MIP") is based on prices as reported by Platt's in the publication Gas Daily ("Gas Daily") during the month the TMI was created. MVP shall use either the average of the highest weighted average daily prices ("HP") or the average of the lowest weighted average daily price ("LP") determined for each month as the MIP for all monthly imbalances subject to cash-out hereunder, as described below. The weighted average price for each day shall calculated based on the price for the applicable delivery locations on the MVP system indicated under the column labeled "Absolute" in the table entitled "Daily Price Survey (\$/MMBtu)" of the above publication (or the superseding reference if the publication titling is revised) and will be weighted using the relative percentages of deliveries to the locations for that day. For any delivery locations for which a price is not reported in Gas Daily, the volumes for such delivery location will be excluded from the weighted average calculation. If there are no nominated deliveries to locations for which prices are reported in Gas Daily for the referenced time period, the price of Transco, Zone 5 Delivered as published in Gas Daily will be used as the default price, except with respect to nominated deliveries to the Columbia WB System, the price of Columbia Gas, Appalachia as published in Gas Daily will be used. The issues of such publication to be used in determining each month's highest and lowest daily prices shall include all issues with publication dates within the calendar month in which the imbalance occurred.
 - b. If the TMI is due to a deficiency in actual receipts relative to scheduled quantities, then the TMI shall be considered a "negative" imbalance, and MVP shall sell the TMI to the Balancing Party,

and the Balancing Party shall buy the TMI from MVP. The MIP for negative imbalances shall be the average of the highest of the weighted average daily on the MVP system for the month in which the TMI occurred. A negative imbalance shall be “cashed out” in accordance with the following formula:

Imbalance Tier	Price
0 – 5%	100% of HP
> 5% - 10%	110% of HP
>10% - 15%	120% of HP
> 15% - 20%	130% of HP
> 20% - 25%	140% of HP
> 25%	150% of HP

For purposes of determining the tier at which an imbalance will be cashed out, the price will apply only to volumes within a tier.

- c. If the TMI is due to an excess of actual receipts relative to scheduled quantities, then the TMI shall be considered a “positive” imbalance, and Balancing Party shall sell the TMI to MVP, and MVP shall buy the TMI from the Balancing Party. The MIP for positive imbalances shall be the average of the lowest of the weighted average daily average prices on the MVP system for the month in which the TMI occurred. A positive imbalance shall be “cashed out” in accordance with the following formula:

Imbalance Tier	Price
0 – 5%	100% of LP
> 5% - 10%	90% of LP
>10% - 15%	80% of LP
> 15% - 20%	70% of LP
> 20% - 25%	60% of LP
> 25%	50% of LP

For purposes of determining the tier at which an imbalance will be cashed out, the price will apply only to volumes within a tier.

- d. In accordance with Section 6.38 of the General Terms and Conditions of MVP’s FERC Gas Tariff, MVP, at its discretion, may dispose of all or a portion of the TMI which is cashed out in accordance with this Section 6.12(9). At the end of the calendar year, MVP shall compare cash out penalty charges and related costs, and determine if the cash out penalty charges were in excess of costs (net cash out penalty charge revenue) or if cash out costs were in excess of penalty charges (net cash out penalty charge costs). To the extent net cash out penalty charge revenues are received by MVP, such net cash out penalty charge revenues, if any, shall be refunded in accordance with Section 6.29 of the General Terms and Conditions of MVP’s FERC Gas Tariff.

Any net cash out penalty charge costs shall be rolled forward into succeeding reporting periods until eliminated.

- (10) Third-Party Imbalance Management Services. Subject to the conditions set forth in this Section, a Customer may obtain services from a third-party provider to manage imbalances between actual receipts and deliveries; to manage variances between scheduled and actual deliveries; and to supply gas for overruns.
- a. MVP and the third-party provider shall have entered into an agreement which defines how such provider will accommodate Customer's imbalances, scheduling variances, or overruns, how the provider is to make the corresponding operational changes, the limitations on the level of imbalances, scheduling variances and overruns to be accommodated and the consequences if such levels are exceeded or operational changes are not made. The agreement must provide MVP with the ability to call on the third-party provider on a basis consistent with service offered by the third-party provider to the Customer. The agreement must also specify a predetermined allocation methodology and shall specify the extent to which and the conditions under which the Customer shall be kept whole because the third-party provider is agreeing to take the imbalance, scheduling variance or overrun. If there is an OBA at the point at which the imbalance management service is to be provided, the agreement must also provide that MVP shall not be responsible for balancing within the agreed limits of the management service.
 - b. MVP and the Customer shall have entered into an agreement designating the Service Agreements for which the third-party provider will take the imbalance, scheduling variance, or overrun and designating the point(s) at which the third-party provider will provide the imbalance management service. The point(s) designated must have electronic real-time metering or must be otherwise agreeable to MVP.
 - c. The conditions set forth in this Section are minimum conditions that all third-party providers and Shippers utilizing such services must satisfy. When a specific third-party management service is proposed, MVP may require the third-party provider and Customer to satisfy additional conditions, including, without limitation, performance or credit and payment assurances, communication protocols, including the availability of operating personnel during non-business hours, and normal and customary contractual terms and conditions. MVP shall not be obligated to enter into any agreement to accept third-party imbalance management services which would, in MVP's reasonable judgment, impair its ability to meet its existing system requirements or which would not relieve MVP of the need to manage (to the extent of the third-party service) the Customer's imbalances, scheduling variances and overruns.

6.32 Market Segmentation

- (1) A Customer may segment its own firm capacity held by utilizing multiple receipts and deliveries within the rate zone containing the Customer's transportation path to the extent operationally feasible. In addition, any Customer may segment its firm capacity through release to a Replacement Customer to the extent operationally feasible. A Customer segmenting its own firm capacity shall effectuate such segmentation through the nomination process under this Tariff Section. A Customer may release firm capacity on a segmented basis to the extent consistent with this Tariff Section by following the procedures for capacity release set out in Section 6.22 of these General Terms and Conditions.
- (2) For the purposes of this Tariff Section, a segmentation of firm capacity (whether of Customer's own capacity or on release) shall be deemed operationally feasible unless: (i) the proposed segmentation would result in an increase in firm contractual obligation to MVP on any segment or portion of its system; or (ii) the proposed segmentation would result in a physical haul in a direction opposite of the Primary Path under the Service Agreement being segmented, absent a determination by MVP, which determination will be made within five (5) business days of the request, that it can physically perform the segmentation as requested.
- (3) In the event a transportation path is segmented under this Tariff Section, as between the parties to a specific segmentation, the upstream path segment shall receive priority at all secondary points within the Primary Path upstream of the break point and the downstream path segment shall receive priority at all secondary points within the Primary Path downstream of the break point. Nothing in this section shall affect Customer's priority rights to secondary points outside the original Primary Path.
- (4) If MVP determines that it is operationally feasible, the Customer (or Replacement Customer in the case of a release) may nominate service at receipt and delivery points for the path segment that results in a reverse flow from the original path, subject to determination of the applicable rate pursuant to the discount policy stated in Section 6.24 of these General Terms and Conditions. In addition, if MVP determines that it is operationally feasible, Customer may segment resulting in a forward haul and back haul to the same point at the same time, up to its MDQ.
- (5) Subject to the availability of firm capacity at the Primary Receipt and/or Delivery Point(s) and associated lateral or segment and subject to Sections 6.7 and 6.22(3)d of these General Terms and Conditions, a segmenting Customer, a segmenting Replacement Customer or a segmenting Sub-replacement Customer may change the Primary Receipt or Delivery Points

listed in the Service Agreement to new Primary Receipt or Delivery Point(s) if the Customer (or in the case of a release, the Original Segmenting Customer) agree to amend the Service Agreement to change the Primary Receipt or Delivery Point(s) accordingly. MVP shall not be obligated to reserve firm capacity to reinstate the former Primary Receipt or Delivery Point(s) upon expiration of the segmentation or the Capacity release, unless MVP allowed the Replacement Customer or sub-replacement Customer to change the point without the Releasing Customer having agreed to the point change, in which case MVP shall reinstate the Primary Receipt and/or Delivery Point for the Releasing Customer.

- (6) In the event segmentation of a Customer's path, or segmentation that results from a release of Capacity, creates deliveries or receipts exceeding the original Customer's capacity rights (as defined by the MDQ) in the Agreement, and MVP schedules and confirms such segmentation, the original Customer will be subject to the applicable overrun service charge pursuant to the applicable Rate Schedule of this Tariff. In the event segmentation results in a permanent release to any Replacement Customer, that Replacement Customer will be subject to the maximum applicable transportation rates set forth in MVP's tariff.
- (7) To the extent segmentation results in an increase of a Customer's or Replacement Customer's firm contract rights and MVP schedules and confirms that increase in firm contract rights, the Customer or Replacement Customer that caused such increase in firm contract rights will be subject to the applicable overrun service charge pursuant to the applicable rate schedule of this Tariff. If a capacity release occurs during the Day and the releasing Customer has already submitted a Nomination, the original Customer may incur overrun service charges in accordance with the applicable Rate Schedule.
- (8) In the event MVP determines that a previously approved segmentation was inadvertently confirmed, MVP will notify Customer that it must select alternate points. Unless MVP determines that a shorter period of time is appropriate, MVP will provide one Gas Day's notice to Customer to select alternate points. MVP must attempt to give actual notice to Customer of the need to select alternate Points via e-mail. MVP will post on its Informational Postings Website within ten (10) Business Days the explanation for any revocation of segmentation and whether the segmentation is unavailable on a temporary or continuing basis.
- (9) MVP reserves the right to evaluate and disallow segmentation on its system on a case-by-case basis for those situations that are not operationally feasible and not already described in this Tariff Section. Disallowance of segmentation requests will be made on a non-discriminatory basis and the Customer will be notified of any disallowance and the explanation thereof within two (2) Business Days of the request. MVP will post on its

Informational Postings Website within ten (10) Business Days the explanation for any disallowance of segmentation not specifically described in this Tariff.

EXHIBIT A
to the
TRANSPORTATION SERVICE AGREEMENT
between MOUNTAIN VALLEY PIPELINE, LLC
and
_____ [CUSTOMER],
pursuant to Rate Schedule FTS
Contract No. _____ Dated _____

This Exhibit A is dated _____.
Any previously executed Exhibit A under this Agreement is terminated and is no longer in effect.

(1) Notices and Correspondence shall be sent to:

Mountain Valley Pipeline, LLC

EQT Plaza
625 Liberty Avenue Ste 1700
Pittsburgh, PA 15222-3111
Attn: Gas Transportation Dept.
Phone: (412) 395-3230
Facsimile: (412) 395-3347
E-mail Address: _____

[Customer]

Address:

Representative:
Phone:
Facsimile:
E-mail Address:
DUNS:
Federal Tax I.D. No.:
Other contact information if applicable:

(2) Service Under this Agreement is provided on:

 Mainline System
 Southgate System

(3) Maximum Daily Quantity ("MDQ"): _____ Dth Effective Date:

~~(2)~~(4) Primary Receipt and Delivery Point(s):

<u>Primary Receipt Point(s)**</u>		<u>Effective</u>
<u>(Meter No. and/or Meter Name)</u>	<u>MDQ Allocation</u>	<u>Date</u>

** Receipt point MDQs do not include quantities required for Retainage.

<u>Primary Delivery Point(s)</u>		<u>Effective</u>
<u>(Meter No. and/or Meter Name)</u>	<u>MDQ Allocation</u>	<u>Date</u>

~~(3)~~(5) Effective Date and Term: This Exhibit A is effective _____ [insert commencement date, which may be drafted to take into consideration uncertainties associated with completion of construction] and continues in full force and effect _____ [insert either "through" or "for a primary period of"] _____ [insert end date of agreement or length of primary term].* For agreements twelve (12) months or longer, _____ [insert "Customer" and/or "MVP"] may terminate the agreement at the end of the primary term by providing at least _____ months prior written notice of such intent to terminate.

At the expiration of the primary term, this Exhibit A has the following renewal term
(choose one):

- ___ no renewal term
- ___ through _____ [insert date]*
- ___ for a period of _____ [insert length of renewal term]*
- ___ year to year* (subject to termination on ___ months prior written notice)
- ___ month to month (subject to termination by either party upon ___ days written notice prior to contract expiration)
- ___ other (described in section 6 below)

* In accordance with Section 6.21 of the General Terms and Conditions, a right of first refusal may apply; any contractual right of first refusal will be set forth in Section (6) of this Exhibit A.

~~(4)(6)~~ Other Special Provisions:

[This section may include terms and conditions specifically permitted by provisions identified in Section 6.37 of the General Terms and Conditions of the Tariff.]

IN WITNESS WHEREOF, Customer and MVP have executed this Exhibit A by their duly authorized officers, effective as of the date indicated above.

CUSTOMER:

By _____
(Date)

Title _____

MOUNTAIN VALLEY PIPELINE, LLC :

By _____
(Date)

Title _____

EXHIBIT A
to the
TRANSPORTATION SERVICE AGREEMENT
between MOUNTAIN VALLEY PIPELINE, LLC
and
_____ [CUSTOMER],
pursuant to Rate Schedule ITS
Contract No. _____ Dated _____
This Exhibit A is dated _____.

Any previously executed Exhibit A under this Agreement is terminated and is no longer in effect.

(1) Notices and Correspondence shall be sent to:
Mountain Valley Pipeline, LLC

EQT Plaza
625 Liberty Avenue Ste 1700
Pittsburgh, PA 15222-3111
Attn: Gas Transportation Dept.
Phone: (412) 395-3230
Facsimile: (412) 395-3347
E-mail Address: _____

[Customer]

Address:

Representative:
Phone:
Facsimile:
E-mail Address:
DUNS:
Federal Tax I.D. No.:
Other contact information if applicable:

(2) Service Under this Agreement is provided on:

_____ Mainline System
_____ Southgate System

~~(2)~~(3) Effective Date and Term: This Exhibit A is effective _____ [insert commencement date, which may be drafted to take into consideration uncertainties associated with completion of construction] and continues in full force and effect _____ [insert either “through” or “for a primary period of”] _____ [insert end date of agreement or length of primary term].

At the expiration of the primary term, this Exhibit A has the following renewal term (choose one):

___ no renewal term

___ through _____ [insert date]

___ for a period of _____ [insert length of renewal term]

___ year to year (subject to termination on ___ months prior written notice)

___ month to month (subject to termination by either party upon ___ days written notice prior to contract expiration)

~~(3)~~(4) Other Special Provisions:

[This section may include terms and conditions specifically permitted by provisions identified in Section 6.37 of the General Terms and Conditions of the Tariff.]

IN WITNESS WHEREOF, Customer and MVP have executed this Exhibit A by their duly authorized officers, effective as of the date indicated above.

CUSTOMER:

By _____
(Date)

Title _____

MOUNTAIN VALLEY PIPELINE, LLC :

By _____
(Date)

Title _____

EXHIBIT A-__ Dated_____
to the INTERRUPTIBLE LENDING AND PARKING SERVICE AGREEMENT
between MOUNTAIN VALLEY PIPELINE, LLC and_____ [CUSTOMER],
pursuant to Rate Schedule ILPS Contract No. _____ Dated _____

(1) Service under this Agreement is _____
 _____Provided On_____ For Service Type Of (choose one)
 Mainline System Parking
 Southgate System Lending

(2) Rate (choose one):
 Applicable maximum rate on Statement of Rates A discounted rate of _____ per Dth
 (each assessed on balance parked or loaned at the end of each day)
 A negotiated rate (as specified): _____

(3) Term, Quantities, and Receipt and Delivery Point(s):
 Term: Begin: _____ End: _____

Begin Date	End Date	Point of Service	Receipt to MVP		Delivered to Customer	
			Maximum Daily Quantity MDQ	Maximum Quantity MQ	Maximum Daily Quantity MDQ	Maximum Quantity MQ

IN WITNESS WHEREOF, Customer and MVP have executed this Exhibit A by their duly authorized officers, effective as of the date indicated above.

CUSTOMER:

 By _____
 (Date)

 Title _____

Mountain Valley Pipeline LLC:

 By _____
 (Date)

 Title _____



MVP Southgate Project

Docket No. CP19-__-000

Exhibit Z-1 – North Carolina Utilities Commission Order

FERC Gas Tariff, with modifications only as necessary to reflect the rates, terms, and conditions of service set forth in the Mainline PA. PSNC submitted these agreements for informational purposes in its filing in this proceeding, under seal on the grounds that they are confidential pursuant to N.C. Gen. Stat. § 132-1.2.

Further, PSNC stated that to connect PSNC's system with the Mainline Project facilities, MVP agreed to develop and construct a lateral consisting of approximately 70 miles of transmission pipeline and compression facilities from an interconnection in Pittsylvania County, Virginia, to new delivery points to be established at PSNC's Dan River and Haw River interconnects in Rockingham and Alamance Counties, North Carolina, respectively (Southgate Project). On May 3, 2018, MVP filed a request with FERC to initiate its pre-filing review of the Southgate Project and FERC opened Docket No. PF 18-4 for that purpose. The expected in-service date of the Southgate Project is the fourth quarter of 2020.

Contemporaneously with entering into the Mainline PA, on December 20, 2017, PSNC and MVP entered into a Precedent Agreement (Southgate PA) for 300,000 dts/day of firm transportation capacity on the Southgate Project for a term of twenty years at a negotiated rate. Pursuant to Section 6 of the Southgate PA, on December 20, 2017, PSNC and MVP also executed a Credit Agreement for the Southgate Project (Southgate Credit Agreement). However, given that the Southgate Project is near the beginning of the FERC regulatory process, PSNC and MVP have not yet executed the Southgate Service Agreement pursuant to Section 2 of the Southgate PA. PSNC submitted the Southgate PA and the Southgate Credit Agreement as Exhibit B to its application for informational purposes in its filing in this proceeding, under seal on the grounds that they are confidential pursuant to N.C. Gen. Stat. § 132-1.2.

On August 1, 2018, PSNC acquired a 30% ownership interest in a membership series of MVP, related solely to the Southgate Project and separate from the membership series that will construct, own, and operate the Mainline Project. This ownership interest is held by PSNC through a wholly-owned subsidiary, PSNC Southgate, LLC (PSNC Southgate). PSNC contended in the filing that the Southgate Service Agreement will be in the form of service agreements applicable to firm service on the Southgate Project facilities, with the rates, terms, and conditions of service as set forth in the Southgate PA. PSNC also stated that the Southgate Service Agreement will be executed later in the FERC regulatory process, typically after FERC issues a certificate of public convenience and necessity for the Southgate Project.

Subsection (a) of N.C. Gen. Stat. § 62-153 requires all public utilities to file with the Commission copies of contracts with affiliates, and subsection (b) prohibits utilities from paying "any fees, commissions, or compensation" to an affiliate "without first filing copies of all proposed agreements and contracts with the Commission and obtaining its approval." PSNC stated in its filing that because the Southgate PA and the Southgate Credit Agreement were entered into prior to the establishment of an affiliate relationship, N.C. Gen. Stat. § 62-153 appears to have no application with respect to those agreements. PSNC also stated that, because of PSNC's ownership interest in MVP

associated with the Southgate Project, N.C. Gen. Stat. § 62-153 requires PSNC to file a copy of the contemplated Southgate Service Agreement with the Commission, and, before compensation may be paid to MVP, obtain Commission approval.

PSNC stated that it needs the necessary approval to enter into the Southgate Service Agreement on an expedited basis, and further requested that the Commission approve the payment of compensation under the contemplated Southgate Service Agreement with the rates, terms, and conditions of service set forth in the Southgate PA. After the Southgate Service Agreement is executed, PSNC stated that it will file a copy with the Commission.

PSNC stated that payment of compensation under the contemplated Southgate Service Agreement is just and reasonable and in the public interest for many reasons, including: (1) the Southgate Service Agreement will provide PSNC access to capacity on the Mainline Project, which constitutes the best-cost alternative available to satisfy the Company's long-term interstate capacity needs; (2) the MVP projects (the Mainline Project and the MVP Southgate Project) will provide PSNC with a third direct interstate pipeline connection, which will improve reliability and add resiliency to the interstate pipeline services the Company receives; (3) the MVP projects will diversify risk and provide access to the other pipelines to continue serving PSNC's customers without interruption in the event of an unplanned outage or interruption; (4) the MVP projects will provide PSNC additional direct access to low-cost natural gas produced in the Marcellus and Utica shale regions, the largest shale gas deposits in the United States; (5) the MVP projects will provide interconnection in West Virginia with an existing interstate transmission pipeline system operated by EQT Midstream Partners, LP (EQT), which also is expected to be the operator of the MVP projects, and provide PSNC, through its interconnection with the other EQT-operated pipelines in West Virginia, with more competitive and diverse options for natural gas supply; and (6) the MVP projects will provide a direct connection of PSNC's system to the East Tennessee pipeline through which the Company sources its Saltville storage, which will allow PSNC to replace less reliable secondary-firm backhaul deliveries on Transco with primary-firm forward-haul deliveries on MVP under the Southgate Service Agreement, for a minimum delivery pressure guarantee.

PSNC also stated that its ownership in MVP through PSNC Southgate is in the public interest for the following reasons: (1) as a customer of MVP, PSNC will have a vested interest in MVP's operations and will have an opportunity to provide input into how those operations are performed; (2) PSNC has valuable experience with operating pipeline facilities within the State of North Carolina that other members do not offer; and (3) PSNC's experience as a joint-owner of other interstate and intrastate pipeline projects will allow it to provide a unique perspective in its role as an owner and will enhance MVP's provision of interstate natural gas transportation service in North Carolina.

The Public Staff presented this matter to the Commission at its Regular Staff Conference on October 8, 2018. The Public Staff stated that based on its review of PSNC's anticipated future capacity needs to meet its customer demands, the Public Staff

believed that, when completed, the pipeline will substantially increase the amount of firm pipeline capacity that PSNC has under long-term contract.

The Public Staff stated that it had reviewed the Southgate PA, the other filed agreements, and information provided by PSNC in response to Public Staff data requests. Based on its investigation, the Public Staff determined that authorizing PSNC to go forward with its participation in the Southgate project should be approved as discussed below.

PSNC stated that the Southgate PA, which makes reference to the Southgate Services Agreement, as well as the Southgate Credit Agreement, did not require Commission approval because they were executed prior to the time that an affiliate relationship existed between PSNC and MVP. PSNC also stated that neither the Mainline PA, the Mainline Credit Agreement, nor the Mainline Transportation Services Agreement require approval, due to PSNC not having an ownership interest in the Mainline Project.

The Public Staff stated that in its opinion an affiliate relationship now exists with regard to the Southgate Project, the Southgate PA, and the Southgate Credit Agreement, which all involve compensation being paid by PSNC, and therefore they should now be subject to Commission review and approval. Furthermore, the Public Staff stated that PSNC may be considered to be at least an indirect affiliate with respect to the Mainline Project, due to their common interest in the Southgate Project. The Public Staff stated that PSNC does not agree with these latter assertions; but, notwithstanding this disagreement, PSNC supports the Public Staff's recommendation.

The Public Staff stated that the Company's filing is unique in that it seeks approval for a prospective contract, the Southgate Service Agreement, which cannot be provided until later. According to the Public Staff, N.C. Gen. Stat. § 62-153 (a) specifically requires a filing of copies of contracts and agreements with affiliates, and the Commission has the authority to disapprove, after hearing, any such contract if it is found to be unjust or unreasonable. The Public Staff further noted that N.C.G.S. § 62-153(b) specifically requires that a utility must first file copies of all proposed agreements with the Commission and receive Commission approval prior to paying compensation to an affiliated company.

The Public Staff stated that although the Southgate Service Agreement for which PSNC is seeking approval has not yet been executed, it is the Public Staff's understanding after discussions with the Company that it will be similar in form to the Mainline Service Agreement, and its essential terms will be taken from the Southgate PA. Based on the facts of this particular case, the Public Staff opined that the Southgate Service Agreement is simply an implementation of the Southgate PA, and it need not be received in advance if the primary agreement (which in this case is the Southgate PA) is approved under N.C.G.S. § 62-153. Accordingly, the Public Staff stated that it is appropriate for the Commission at this time to approve PSNC's payment of compensation under the Southgate Service Agreement, subject to PSNC promptly filing a copy of the agreement once it is executed, and provided that the terms of the agreement are not materially different from those reflected in the Southgate PA.

The Public Staff recommended that the Commission accept the Southgate PA, the Southgate Credit Agreement, the Mainline PA, the Mainline Credit Agreement, and the Mainline Transportation Services Agreement for filing, and authorize PSNC to make payment of compensation pursuant thereto. Additionally, the Public Staff recommended that PSNC be required to file the Southgate Service Agreement when executed and authorized to make payment of compensation under the agreement, provided its terms are not materially different from the terms of the Southgate PA.

The Public Staff further recommended that the Commission's order state that for ratemaking purposes these actions do not constitute approval of the amount of compensation paid pursuant to any of the agreements, and that the authority granted by the order is without prejudice to the right of any party to take issue with any provision in the agreements in a future proceeding.

Finally, the Public Staff opined that notwithstanding the authority granted by its order authorizing payment, the Commission may subsequently disapprove, after hearing, the agreements approved in this proceeding, or any fees, commissions or compensation whatsoever paid to any affiliated or subsidiary holding, managing, operating, constructing, engineering, financing or purchasing company or agency for services rendered, if found to be unjust or unreasonable, or made for the purpose or with the effect of concealing, transferring, or dissipating the earnings of a public utility.

On October 8, 2018, in response to questions by the Commission, PSNC filed additional information concerning the above-described agreements.

Based upon careful consideration of the filings in this docket and the recommendations of the Public Staff, the Commission concludes that the Public Staff's recommendations should be adopted.

IT IS, THEREFORE, ORDERED as follows:

1. That the Southgate Precedent Agreement, the Southgate Credit Agreement, the Mainline Precedent Agreement, the Mainline Credit Agreement, and the Mainline Transportation Services Agreement are accepted for filing pursuant to N.C. Gen. Stat. § 62-153(b), and PSNC is authorized to make payment of compensation pursuant thereto.
2. That PSNC shall file the Southgate Service Agreement when executed and shall be authorized to make payment of compensation under the agreement provided its terms are not materially different from the terms of the Southgate Precedent Agreement.
3. That within 30 days after PSNC files the Southgate Service Agreement, the Public Staff shall review the Agreement to determine whether the terms are consistent with the representations made by PSNC in its filings in this docket, and the Public Staff shall file a letter informing the Commission of its findings.

4. That for ratemaking purposes, the authority granted herein neither constitutes approval of any amount of compensation paid pursuant to any of the agreements, and the authority granted by this order is without prejudice to the right of any party to take issue with any provision in the agreements in a future proceeding.

5. That consistent with the provisions of N.C. Gen. Stat. § 62-153, and notwithstanding the authority granted by this order authorizing payment, the Commission may subsequently disapprove, after hearing, the agreements approved in this proceeding, or any fees, commissions or compensation whatsoever paid to any affiliated or subsidiary holding, managing, operating, constructing, engineering, financing or purchasing company or agency for services rendered, if found to be unjust or unreasonable, or made for the purpose or with the effect of concealing, transferring, or dissipating the earnings of a public utility.

ISSUED BY ORDER OF THE COMMISSION.

This the 9th day of October 2018.

NORTH CAROLINA UTILITIES COMMISSION

A handwritten signature in cursive script, appearing to read "Janice H. Fulmore".

Janice H. Fulmore, Deputy Clerk



MVP Southgate Project

Docket No. CP19-__-000

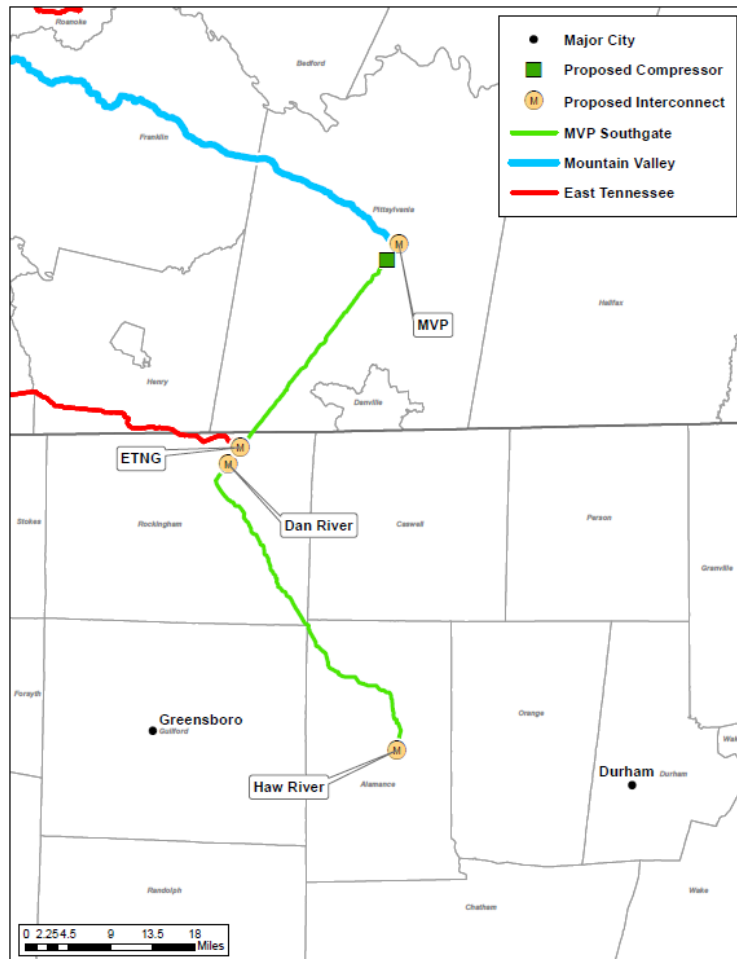
Exhibit Z-2 – Open Season Notice



MVP Southgate Project Binding Open Season

April 11, 2018

Mountain Valley Pipeline, LLC (Mountain Valley) is pleased to announce the commencement of a Binding Open Season for firm transportation capacity on its proposed MVP Southgate project. The MVP Southgate project is a newly-proposed greenfield interstate natural gas pipeline currently supported by an Anchor Shipper. The MVP Southgate project may be operated as either a market lateral or an expansion project, dependent on shipper interest during this Open Season. As proposed, the MVP Southgate project will include natural gas receipts from the Mountain Valley mainline in Pittsylvania County, Virginia, and East Tennessee Natural Gas, LLC (East Tennessee) in Rockingham County, North Carolina, with planned deliveries to new points in Rockingham and Alamance Counties, North Carolina (Dan River and Haw River). The MVP Southgate project will provide access to existing, expanding, and new markets in south Virginia and central North Carolina. The infrastructure design of the MVP Southgate project will benefit these regions by delivering cost-effective natural gas supplies from the prolific Marcellus and Utica shale regions to provide increased supply diversity and improve supply reliability to these markets, while supporting the growing demand for clean-burning natural gas. The open season begins April 11, 2018 and ends May 11, 2018. A representative map for the MVP Southgate project is included below.



Project Overview

As currently proposed, the MVP Southgate project includes the addition of approximately 70 miles of high-pressure transmission pipeline and compression facilities providing firm natural gas transportation capacity. The MVP Southgate project will be designed to receive interstate natural gas supplies from new interconnections with the Mountain Valley mainline and East Tennessee. The primary points of delivery will be Dan River and Haw River in central North Carolina in Rockingham and Alamance Counties. The targeted in-service date for deliveries to the MVP Southgate project is during the fourth quarter 2020.

The purpose of this open season is to provide all market participants, whether producers, marketers, industrials, or local distribution companies, the opportunity to subscribe for capacity on the MVP Southgate project. Market participants are encouraged to contact Mountain Valley's commercial contact to discuss project alternatives that meet their needs. The final level of firm transmission capacity and specific system design will be based on the results of this open season and executed precedent agreements.

Anchor Shipper Status

All interested entities are being provided with an opportunity to attain "Anchor Shipper" status for the MVP Southgate project. To qualify as an Anchor Shipper, a party must sign a precedent agreement and credit agreement, and commit to at least 300,000 Dth per day of firm capacity for a minimum contract term of 20 years. Anchor Shippers will not be subject to proration of capacity to accommodate the bids of other shippers and will be provided a right of first refusal at the expiration of the primary term of their agreement.

Rates and Services

Shippers will have the ability to choose to pay the recourse rate for service on the MVP Southgate project or alternately may propose a discounted or negotiated rate for such service based on current market conditions. Prospective customers should contact Mountain Valley's commercial contact to discuss rates. Final recourse rates will be determined based on the facilities required to satisfy the firm service requests from shippers who have executed a Precedent Agreement. Mountain Valley will consider all proposals on a non-discriminatory basis. Shippers will also pay any required fuel and lost and unaccounted for charges.

Receipt Points

Eligible firm receipt points may include new pipeline interconnects, as well as any new pipeline receipt laterals. Mountain Valley will consider additional new pipeline receipt interconnects based on shippers' interests; however, Mountain Valley reserves the right to reject any such request at its sole discretion, which is to be exercised in a not unduly discriminatory manner.

Delivery Points

Eligible firm delivery points may include new third party interstate pipeline interconnects and additional delivery points. Mountain Valley will consider additional new pipeline delivery interconnects based on shippers' interests; however, Mountain Valley reserves the right to reject any such request at its sole discretion, which is to be exercised in a not unduly discriminatory manner.

Term

Conforming requests for capacity in this open season must be for a minimum initial contract term of 20 years.

Open Season Timing and Procedures

Mountain Valley is conducting this open season for firm capacity commencing April 11, 2018, and extending to 12:00 p.m. (EST) May 11, 2018. Prospective customers must submit a completed Service Request Form, which must be received by Mountain Valley by 12:00 p.m. (EST) on May 11, 2018.

The completed Service Request Form can be mailed, faxed or e-mailed to:

Commercial Operations
Attn: David Gray
Mountain Valley Pipeline, LLC
625 Liberty Avenue
Suite 1700
Pittsburgh, PA 15222-3111

Fax: 412-395-7047

Email: DGray@eqt.com

Contracting for Service

Mountain Valley will evaluate the requests for service as set forth in the Service Request Form. Mountain Valley will then contact prospective customers to discuss the rates and terms on which service can be provided so that Precedent Agreements can be executed and timely regulatory filings can be made.

Mountain Valley Commercial Contact

Prospective customers may contact David Gray at (412) 395-3634 or DGray@eqt.com to discuss the MVP Southgate project, ask questions, or seek additional information.

Additional information relevant to considering a bid in this open season, including notification of updated or new information that may be provided to a prospective shipper via direct inquiry, will be available via www.mvpsouthgate.com.

Limitations and Reservations

Mountain Valley will consider bids or service requests that do not satisfy the requirements set forth in this open season; are incomplete, contain additional or modified terms or are otherwise non-conforming; or are requested by a prospective customer that is unable to meet Mountain Valley's credit requirements; however, Mountain Valley reserves all rights to reject, at its sole discretion, any bid provided such discretion is not exercised in an unduly discriminatory manner.

At its sole discretion, Mountain Valley may provide periodic updates to this open season announcement via www.mvpsouthgate.com. Mountain Valley reserves the right to continue to market the Project to other shippers beyond the close of this Open Season to the extent capacity remains available or can be developed on commercial and economic terms acceptable to Mountain Valley.

In the event that valid service requests exceed available expected capacity and cannot be accommodated by changes in the project scope or design, Mountain Valley reserves the right to pro-rate capacity among prospective customers, excluding Anchor Shippers, on the MVP Southgate project.

Mountain Valley reserves the right, at its sole discretion, to discontinue or modify the terms of this Open Season.

Final rates for service will be determined upon the conclusion of the Open Season and are dependent on the scope and type of facilities required to satisfy the firm service requests of customers who are awarded capacity.

About Mountain Valley Pipeline, LLC

Mountain Valley Pipeline, LLC (Mountain Valley) is a joint venture of EQT Midstream Partners, LP; NextEra US Gas Assets, LLC; Con Edison Transmission, Inc.; WGL Midstream; and RGC Midstream, LLC. Mountain Valley is currently constructing the Mountain Valley Pipeline (MVP), an underground natural gas pipeline that spans approximately 300 miles from northwestern West Virginia to southern Virginia. MVP Southgate is a proposed underground, interstate natural gas pipeline system that spans approximately 70 miles from southern Virginia to central North Carolina. Subject to approval and regulatory oversight by the Federal Energy Regulatory Commission, MVP Southgate will be constructed and owned by Mountain Valley. The MVP mainline and MVP Southgate infrastructure systems are designed to transport clean-burning natural gas from the prolific Marcellus and Utica shale regions to the growing demand markets in the Mid-Atlantic and Southeast areas of the United States. Targeting an in-service date of late 2018 for the MVP mainline and an in-service date of late 2020 for MVP Southgate, EQT Midstream Partners will operate both pipelines. Mountain Valley is dedicated to the safety of its communities, employees, and contractors; and to preservation and protection of the environment.

Visit www.mountainvalleypipeline.info or www.mvpsouthgate.com



**Mountain Valley Pipeline
Service Request Form**

Due 12:00 p.m. (ET) on May 11, 2018

Mountain Valley Pipeline, LLC
625 Liberty Avenue
Suite 1700
Pittsburgh, PA 15222-3111
Facsimile: 412.395.7047
E-mail: DGray@eqt.com

Requestor Identification:

Company Name: _____

Address: _____

Contact Name: _____

Phone Number: _____ Email: _____

Contract Term: _____

Maximum Daily Quantity (Dth / Day): _____

MDQ (Dth / Day)	Receipt Point	GPS Coordinates (If New Point)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Mountain Valley Pipeline Service Request Form - *continued*

<u>MDQ (Dth / Day)</u>	<u>Delivery Point</u>	<u>GPS Coordinates</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Proposed Rate (please check one):

Proposed tariff recourse rate (TBD): _____

Negotiated Rate (\$[] - \$[] per Dth): _____

If Negotiated Rate:

\$_____per Dth (100% Load Factor Rate)

(Please Initial): _____

Mountain Valley reserves the right, at its sole discretion, to not proceed with the MVP Southgate project. Mountain Valley also reserve the right to not accept any and all service requests that do not satisfy the requirements set forth in this Open Season or that are incomplete, contain additional or modified terms or are requested by a prospective customer unable to meet Mountain Valley's credit requirements. Final rates for service will be determined upon the conclusion of the Open Season and are dependent on the scope and type of facilities required to satisfy the firm service requests of customers who are awarded capacity.



MVP Southgate Project

Docket No. CP19-__-000

Exhibit Z-3 – Fuel Study

**MOUNTAIN VALLEY PIPELINE, LLC
SOUTHGATE PIPELINE PROJECT
DOCKET NO. CP19-____-000
EXHIBIT Z-3**

MOUNTAIN VALLEY PIPELINE, LLC

SOUTHGATE PIPELINE PROJECT

SYSTEM FUEL STUDY

**MOUNTAIN VALLEY PIPELINE, LLC
SOUTHGATE PIPELINE PROJECT
DOCKET NO. CP19-____-000
EXHIBIT Z-3**

SYSTEM FUEL STUDY

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SYSTEM FUEL STUDY RECOMMENDATIONS	1
FUEL STUDY DATA	2

**MOUNTAIN VALLEY PIPELINE, LLC
SOUTHGATE PIPELINE PROJECT
DOCKET NO. CP19-____-000
EXHIBIT Z-3**

SYSTEM FUEL STUDY OVERVIEW

Mountain Valley Pipeline, LLC (“Mountain Valley”) is committed to providing efficient transportation services through its Southgate pipeline and Lambert Compressor Station. Mountain Valley will utilize operational models to evaluate system efficiency and to make regular operational decisions that will result in a reduction of system fuel used for transportation. The fuel usage for the Southgate Pipeline Project (“Project”) was developed based on vendor data provided for all gas fired equipment in the Lambert compressor station. This includes all auxiliary equipment as well as the turbine driven compressor units. The compressor units account for the majority of the fuel usage and the values included with this document are based on turbine performance data received from the vendor after considering expected suction and discharge pressure, suction gas temperature, required compressor flow rate, site elevation, and ambient temperature. The flow scenario was run through a hydraulic model and reviewed for system optimization opportunities.

Compression fuel for the proposed Project facilities was assumed to be at required load demand at a 60 degree Fahrenheit design. The required load is based on the hydraulically limited, full potential pipeline flow with the compressor station operating at near MAOP discharge pressure.

The path of the Project is from the proposed Lambert Interconnect in Pittsylvania County, Virginia to the proposed Haw River Interconnect in Alamance County, North Carolina.

SYSTEM FUEL STUDY RECOMMENDATIONS

Based on the performance data provided and taking advantage of compressor optimization opportunities, the overall system fuel is expected to be 1.33%.

