

MOUNTAIN VALLEY PIPELINE, LLC

DOCKET NO. CP25- -000

EXHIBIT P

TARIFF

**Exhibit P
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/	550,000	
2	Annual Firm Transportation Reservation Determinants (Dth)		6,600,000	
3	Annual Firm Transportation Usage Determinants (Dth)			200,750,000
4	Transportation Rate Derivation			
5	Cost of Service	Page 2 line 7	\$ 82,265,534	\$ 537,996
6	Monthly Incremental Firm Transportation Reservation Rate		\$ 12.4645	
7	Incremental Firm Transportation Usage Rate			\$ 0.0027
8	100% Load Factor Incremental Interruptible Transportation Rate		\$ 0.4125	

1/ design capacity of Southgate Facilities

Exhibit P
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	\$ 2,463,022	\$ 537,996
2	Depreciation Expense at 2.5%	\$ 12,332,733	
3	Other Taxes	\$ 5,118,050	
4	Pretax Return	\$ 62,880,459	
5	Total Cost of Service before IT Revenue Credits	\$ 82,794,264	\$ 537,996
6	IT Revenue Credits	\$ 528,730	
7	Total Cost of Service	\$ 82,265,534	\$ 537,996

Exhibit P
Classification of Costs Between Labor and Non-Labor
Schedule 3

FERC Account	Description	Expense
850	Operating supervision and engineering	\$ 11,811
856	Mains expenses	120,268
857	Measuring and regulating station expenses	46,087
863	Maintenance of mains	58,416
926	Employee pensions and benefits	454
Total Labor Costs		<u>237,037</u>
856	Mains expenses	1,289,568
863	Maintenance of mains	178,980
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		<u>2,763,981</u>
Total		<u><u>\$ 3,001,018</u></u>

**Exhibit P
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		\$ 3,001,018	\$ 3,001,018	\$ 3,001,018
2	Depreciation Expense at 2.5%		\$ 12,332,733	\$ 12,332,733	\$ 12,332,733
3	Other Taxes		\$ 5,118,050	\$ 4,994,723	\$ 4,871,396
4	Pretax Return	Page 5 line 9	\$ 62,880,459	\$ 60,700,164	\$ 58,272,901
5	Total Cost of Service before IT Revenue Credits		\$ 83,332,260	\$ 81,028,638	\$ 78,478,047

Exhibit P
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	\$ 524,137,766	\$ 524,137,766	\$ 524,137,766
2	Less: Land and Line Pack		\$ 30,828,438	\$ 30,828,438	\$ 30,828,438
3	Gross Plant (Depreciable)		<u>\$ 493,309,328</u>	<u>\$ 493,309,328</u>	<u>\$ 493,309,328</u>
4	Accumulated Depreciation		\$ 12,332,733	\$ 24,665,466	\$ 36,998,200
5	Net Plant		\$ 511,805,033	\$ 499,472,300	\$ 487,139,566
6	Average Accumulated Deferred Taxes	Page 6 line 8	\$ (1,411,701)	\$ (6,776,164)	\$ (14,145,242)
7	Total Rate Base		<u>\$ 510,393,332</u>	<u>\$ 492,696,136</u>	<u>\$ 472,994,324</u>
8	Pretax Return Rate		12.32%	12.32%	12.32%
9	Pretax Return		<u>\$ 62,880,459</u>	<u>\$ 60,700,164</u>	<u>\$ 58,272,901</u>

Exhibit P
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		\$ 453,558,492	\$ 453,558,492	\$ 453,558,492
2	Book Rate		2.50%	2.50%	2.50%
3	Tax Rate	1/	5.00%	9.50%	8.55%
4	Current Year Book to Tax Difference		\$ 11,338,962	\$ 31,749,094	\$ 27,440,289
5	Beginning Balance		\$ -	\$ 2,823,402	\$ 10,728,926
6	Current Deferred Taxes @ 24.9%		\$ 2,823,402	\$ 7,905,525	\$ 6,832,632
7	Ending Balance		\$ 2,823,402	\$ 10,728,926	\$ 17,561,558
8	Average Accumulated Deferred Taxes		\$ 1,411,701	\$ 6,776,164	\$ 14,145,242

1/ 15 years MACRS

Mountain Valley Pipeline, LLC
MVP Southgate Amendment Project
Docket Nos. CP19-14-000 and CP25-___-000

Exhibit P

Capital Structure and Rate of Return

	Rate Base (1)	Capital Structure (2)	Cost (3)	Weighted Cost (4)
Long Term Debt		50.00%	6.00%	3.00%
Common Equity		50.00%	14.00%	7.00%
				10.00%

ROR +

$$\frac{\text{Combined Effective Tax Rate (ROR - Weighted Debt \%)} }{(1 - \text{Combined Effective Tax Rate})}$$

10.00%	24.90%	10%	3%
	75.10%		

12.32%

1.03% per month

MOUNTAIN VALLEY PIPELINE, LLC

DOCKET NO. CP25- -000

EXHIBIT P

CLEAN TARIFF RECORDS

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:

<https://customers.equitransmidstream.com/en/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:

<https://customers.equitransmidstream.com/en/IPWS-MVP/Informational%20Postings/Tariff/Map.aspx>

STATEMENT OF RATES
FIRM TRANSPORTATION RATES (Rates per Dth)
RATE SCHEDULE FTS

RATE ZONE	<u>Base Tariff Rates</u>	
	Maximum	Minimum
Mainline System		
Reservation Charge	\$ 53.4208	\$ 0.0000
Usage Charge 1/	\$ 0.0231	\$ 0.0000
Authorized Overrun 1/	\$ 1.7794	\$ 0.0000
Maximum Capacity Release Volume Charge 1/		\$ 1.7794
Southgate System		
Reservation Charge	\$ 12.4645	\$ 0.0000
Usage Charge 1/	\$ 0.0027	\$ 0.0000
Authorized Overrun 1/	\$ 0.4125	\$ 0.0000
Maximum Capacity Release Volume Charge 1/		\$ 0.4125

RATE SCHEDULE EFT

RATE ZONE	<u>Base Tariff Rates</u>	
	Maximum	Minimum
Mainline System		
Reservation Charge	\$ 80.1312	\$ 0.0000
Usage Charge 1/	\$ 0.0231	\$ 0.0000
Authorized Overrun 1/	\$ 2.6576	\$ 0.0000
Maximum Capacity Release Volume Charge 1/		\$ 2.6576
Southgate System		
Reservation Charge	\$ 18.6967	\$ 0.0000
Usage Charge 1/	\$ 0.0027	\$ 0.0000
Authorized Overrun 1/	\$ 0.6174	\$ 0.0000
Maximum Capacity Release Volume Charge 1/		\$ 0.6174

1/ Excludes the ACA unit charge applicable to Customers pursuant to Section 6.26.

STATEMENT OF RATES
INTERRUPTIBLE TRANSPORTATION RATES (Rates per Dth)
RATE SCHEDULE ITS

RATE ZONE	<u>Base Tariff Rates</u>
Mainline System	
Usage 1/	
Maximum	\$ 1.7794
Minimum	\$ 0.0000
Southgate System	
Usage 1/	
Maximum	\$ 0.4125
Minimum	\$ 0.0000

1/ Excludes the ACA unit charge applicable to Customers pursuant to Section 6.26.

STATEMENT OF RATES
INTERRUPTIBLE LENDING AND PARKING SERVICE RATES (Rates per Dth)
RATE SCHEDULE ILPS

RATE ZONE	<u>Base Tariff Rates</u>
Mainline System	
Maximum	\$ 1.7794
Minimum	\$ 0.0000
Southgate System	
Maximum	\$ 0.4125
Minimum	\$ 0.0000

STATEMENT OF RETAINAGE FACTORS

	Retainage Factor
RATE ZONE	
<u>Mainline System</u>	
Retainage Factor 1/ 2/	0.60%
<u>Southgate System</u>	
Retainage Factor 1/ 2/	0.05%

- 1/ Percentage is applied to receipt quantities under Rate Schedules FTS, EFT and ITS.
- 2/ Percentage will be updated in accordance with Section 6.28 of the General Terms and Conditions of MVP's Tariff. At least ten (10) days prior to the beginning of the month, MVP will publish the Retainage Factor for the Applicable Month on its Informational Postings Website.

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 at 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 Midpoint price for Transco, zone 5 del. as published in Platts Gas Daily, or similar publication, 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.equitransmidstream.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) “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.
- (34) “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.
- (35) “Replacement Customer” shall mean a Customer that has contracted to utilize a Releasing Customer's capacity for a specified period.
- (36) “Reserved Capacity” shall mean any capacity MVP may elect to reserve for a future expansion project that is currently available unsubscribed capacity or capacity expected to become available at some future date, provided such capacity is not subject to a right of first refusal or the applicable Customer does not exercise its right of first refusal to retain the capacity.
- (37) “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.
- (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) “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.

- (40) “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 subject to ratification through an amended Service Agreement. No firm Customer will lose priority to MVP's capacity by adding, deleting, or changing primary receipt or delivery points or by adjusting winter/base allocations among primary points. However, a firm Customer will not gain priority at any receipt or delivery point over a preexisting firm Customer designating the same points as a primary point.

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. Mutual agreement between parties, legal decisions, and regulatory guidance may be necessary to determine if the event qualifies for an extension of the above time periods.
- (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. If on any day, the total quantity of gas delivered for a Customer deviates from the amount received under any service agreement by more than the lesser of five percent (5%) or 25,000 Dth, MVP reserves the right to implement a Balancing Alert pursuant to Section 6.11 of the General Terms and Conditions.
 - 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 within each rate zone to MVP 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 in Platts Gas Daily (“Gas Daily”), or similar publication, during the month the TMI was created. MVP shall use either weighted average Absolute highs (“HP”) or the weighted average Absolute lows (“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 columns “highs” and “lows” of Gas Daily 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 del. 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, App. 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] or a cash out provision in an OBA. At the end of the calendar year, MVP shall compare cash out sales revenues and purchase costs, and determine if the cash out sales revenues were in excess of purchase costs (net

cash out sales revenue) or if cash out purchase costs were in excess of sales revenues (net cash out purchase costs). To the extent net cash out sales revenues are received by MVP, such net cash out sales 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 purchase 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) A Customer using segmentation will pay the usage and retainage charges provided under its Service Agreement for each segment it uses.
- (7) 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.
- (8) 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.
- (9) 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.
- (10) 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 _____

Date of this Exhibit A: _____.
Effective Date of this Exhibit A: _____.
Supersedes Exhibit A Dated: _____.

(1) Notices and Correspondence shall be sent to:

Mountain Valley Pipeline, LLC

2200 Energy Drive
Canonsburg, PA 15317
Attn: Transportation Services Dept.
Phone: (412) 395-3230
E-mail Address: TransportationServices@equitransmidstream.com

[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):

Primary Receipt Point(s)**

Effective

(Meter No. and/or Meter Name)

MDQ Allocation

Date

** Receipt point MDQs do not include quantities required for Retainage.

Primary Delivery Point(s)

Effective

(Meter No. and/or Meter Name)

MDQ Allocation

Date

(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 (5) 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 and through its operator, EQM
Gathering Opco, 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 _____

Date of this Exhibit A: _____.
Effective Date of this Exhibit A: _____.
Supersedes Exhibit A Dated: _____.

(1) Notices and Correspondence shall be sent to:

Mountain Valley Pipeline, LLC

2200 Energy Drive

Canonsburg, PA 15317

Attn: Transportation Services Dept.

Phone: (412) 395-3230

E-mail Address: TransportationServices@equitransmidstream.com

[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 and through its operator, EQM
Gathering Opco, 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) |
| <input type="checkbox"/> Mainline System | <input type="checkbox"/> Parking |
| <input type="checkbox"/> Southgate System | <input type="checkbox"/> 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 and through its operator, EQM Gathering Opco, LLC

By _____
 (Date)
 Title _____

EXHIBIT A
to the
POOLING SERVICE AGREEMENT
between MOUNTAIN VALLEY PIPELINE, LLC
and
_____ [POOL OPERATOR],
pursuant to Rate Schedule PS
Contract No. _____ Dated _____

Date of this Exhibit A: _____.
Effective Date of this Exhibit A: _____.
Supersedes Exhibit A Dated: _____.

1. Notices and Correspondence shall be sent to:

Mountain Valley Pipeline, LLC

2200 Energy Drive
Canonsburg, PA 15317
Attn: Transportation Services Dept.
Phone: (412) 395-3230
E-mail Address: TransportationServices@equitransmidstream.com

[Pool Operator]

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. Customers Participating in Pool

Customer

Contract No(s)

- 4. 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)
- _____ other (described in section 5 below)

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, Pool Operator and MVP have executed this Exhibit A by their duly authorized officers, effective as of the date indicated above.

POOL OPERATOR:

By _____
(Date)

Title _____

**MOUNTAIN VALLEY PIPELINE, LLC:
By and through its operator, EQM
Gathering Opco, LLC**

By _____
(Date)

Title _____

EXHIBIT A
to the
TRANSPORTATION SERVICE AGREEMENT
between MOUNTAIN VALLEY PIPELINE, LLC
and
_____ [CUSTOMER],
pursuant to Rate Schedule EFT
Contract No. _____ Dated _____

Date of this Exhibit A: _____
Effective Date of this Exhibit A: _____
Supersedes Exhibit A Dated: _____

1. Notices and Correspondence shall be sent to:

Mountain Valley Pipeline, LLC

2200 Energy Drive
Canonsburg, PA 15317
Attn: Transportation Services Dept.
Phone: (412) 395-3230
E-mail Address: TransportationServices@equitransmidstream.com

[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: ___

3. Maximum Hourly Quantity (MHQ): ___ Dth Effective Date: ___

4. Primary Receipt and Delivery Point(s)

<u>Primary Receipt Point(s)**</u> (Meter No. and/or Meter Name)	<u>MDQ Allocation</u>	<u>MHQ Allocation</u>	<u>Effective Date</u>
--------------------------------------------------------------------	-----------------------	-----------------------	-----------------------

** Receipt point MDQs do not include quantities required for retainage.

<u>Primary Delivery Point(s)</u> (Meter No. and/or Meter Name)	<u>MDQ Allocation</u>	<u>MHQ Allocation</u>	<u>Effective Date</u>
-------------------------------------------------------------------	-----------------------	-----------------------	-----------------------

MHQ and MDQ allocation as listed above apply to Primary Receipt and Delivery Points only. MHQ at secondary receipt or delivery points shall be one-twenty-fourth (1/24) of Customer's MDQ at such secondary receipt or delivery points.

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 and through its operator, EQM
Gathering Opco, LLC**

By _____
(Date)

Title _____

MOUNTAIN VALLEY PIPELINE, LLC

DOCKET NO. CP25- -000

EXHIBIT P

MARKED TARIFF RECORDS

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:

<https://customers.equitransmidstream.com/en/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:

<https://customers.equitransmidstream.com/en/IPWS-MVP/Informational%20Postings/Tariff/Map.aspx>

STATEMENT OF RATES

FIRM TRANSPORTATION RATES (Rates per Dth)

RATE SCHEDULE FTS

	<u>Base Tariff Rates</u>	
	Maximum	Minimum
<u>RATE ZONE</u>		
<u>Mainline System</u>		
Reservation Charge	\$ 53.4208	\$ 0.0000
Usage Charge 1/	\$ 0.0231	\$ 0.0000
Authorized Overrun 1/	\$ 1.7794	\$ 0.0000
Maximum Capacity Release Volume Charge 1/		\$ 1.7794
<u>Southgate System</u>		
Reservation Charge	<u>\$ 12.4645</u>	<u>\$ 0.0000</u>
Usage Charge 1/	<u>\$ 0.0027</u>	<u>\$ 0.0000</u>
Authorized Overrun 1/	<u>\$ 0.4125</u>	<u>\$ 0.0000</u>
Maximum Capacity Release Volume Charge 1/		<u>\$ 0.4125</u>

RATE SCHEDULE EFT

	<u>Base Tariff Rates</u>	
	Maximum	Minimum
<u>RATE ZONE</u>		
<u>Mainline System</u>		
Reservation Charge	\$ 80.1312	\$ 0.0000
Usage Charge 1/	\$ 0.0231	\$ 0.0000
Authorized Overrun 1/	\$ 2.6576	\$ 0.0000

Maximum Capacity Release Volume Charge 1/ \$ 2.6576

Southgate System

<u>Reservation Charge</u>	<u>\$ 18.6967</u>	<u>\$ 0.0000</u>
<u>Usage Charge 1/</u>	<u>\$ 0.0027</u>	<u>\$ 0.0000</u>
<u>Authorized Overrun 1/</u>	<u>\$ 0.6174</u>	<u>\$ 0.0000</u>
<u>Maximum Capacity Release Volume Charge 1/</u>		<u>\$ 0.6174</u>

1/ Excludes the ACA unit charge applicable to Customers pursuant to Section 6.26.

STATEMENT OF RATES
INTERRUPTIBLE TRANSPORTATION RATES (Rates per Dth)
RATE SCHEDULE ITS

	<u>Base</u> <u>Tariff Rates</u>
<u>RATE ZONE</u>	
<u>Mainline System</u>	
Usage 1/	
Maximum	\$ 1.7794
Minimum	\$ 0.0000
 <u>Southgate System</u>	
Usage 1/	
Maximum	<u>\$ 0.4125</u>
Minimum	<u>\$ 0.0000</u>

1/ Excludes the ACA unit charge applicable to Customers pursuant to Section 6.26.

STATEMENT OF RATES
INTERRUPTIBLE LENDING AND PARKING SERVICE RATES (Rates per Dth)
RATE SCHEDULE ILPS

Base
Tariff Rates

RATE ZONE

Mainline System

Maximum	\$ 1.7794
Minimum	\$ 0.0000

Southgate System

<u>Maximum</u>	<u>\$ 0.4125</u>
<u>Minimum</u>	<u>\$ 0.0000</u>

STATEMENT OF RETAINAGE FACTORS

	Retainage Factor
<u>RATE ZONE</u>	
<u> Mainline System</u>	
Retainage Factor 1/ 2/	0.60%
<u> Southgate System</u>	
Retainage Factor 1/ 2/	0.05%

- 1/ Percentage is applied to receipt quantities under Rate Schedules FTS, EFT and ITS.
- 2/ Percentage will be updated in accordance with Section 6.28 of the General Terms and Conditions of MVP's Tariff. At least ten (10) days prior to the beginning of the month, MVP will publish the Retainage Factor for the Applicable Month on its Informational Postings Website.

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 at 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 Midpoint price for Transco, zone 5 del. as published in Platts Gas Daily, or similar publication, 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.equitransmidstream.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.

(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.

~~(22)~~(24) “MVP,” “Pipeline,” and “Transporter” shall mean Mountain Valley Pipeline, LLC.

~~(23)~~(25) “Nomination Period” shall mean a period of time Customer includes in a nomination for gas service.

~~(24)~~(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.

~~(25)~~(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.

~~(26)~~(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.

~~(27)~~(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.

~~(28)~~(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.

~~(29)~~(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.

~~(30)~~(33) “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.

~~(31)~~(34) “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.

~~(32)~~(35) “Replacement Customer” shall mean a Customer that has contracted to utilize a Releasing Customer's capacity for a specified period.

~~(33)~~(36) “Reserved Capacity” shall mean any capacity MVP may elect to reserve for a future expansion project that is currently available unsubscribed capacity or capacity expected to become available at some future date, provided such capacity is not subject to a right of first refusal or the applicable Customer does not exercise its right of first refusal to retain the capacity.

~~(34)~~(37) “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.

~~(35)~~(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) “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.

~~(36)~~(40) “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 subject to ratification through an amended Service Agreement. No firm Customer will lose priority to MVP's capacity by adding, deleting, or changing primary receipt or delivery points or by adjusting winter/base allocations among primary points. However, a firm Customer will not gain priority at any receipt or delivery point over a preexisting firm Customer designating the same points as a primary point.

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. Mutual agreement between parties, legal decisions, and regulatory guidance may be necessary to determine if the event qualifies for an extension of the above time periods.
- (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. If on any day, the total quantity of gas delivered for a Customer deviates from the amount received under any service agreement by more than the lesser of five percent (5%) or 25,000 Dth, MVP reserves the right to implement a Balancing Alert pursuant to Section 6.11 of the General Terms and Conditions.
 - 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 within each rate zone to MVP 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 in Platts Gas Daily (“Gas Daily”), or similar publication, during the month the TMI was created. MVP shall use either weighted average Absolute highs (“HP”) or the weighted average Absolute lows (“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 columns “highs” and “lows” of Gas Daily 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 del. 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, App. 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] or a cash out provision in an OBA. At the end of the calendar year, MVP shall compare cash out sales revenues and purchase costs, and determine if the cash out sales revenues were in excess of purchase costs (net

cash out sales revenue) or if cash out purchase costs were in excess of sales revenues (net cash out purchase costs). To the extent net cash out sales revenues are received by MVP, such net cash out sales 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 purchase 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) A Customer using segmentation will pay the usage and retainage charges provided under its Service Agreement for each segment it uses.
- (7) 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.
- (8) 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.
- (9) 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.
- (10) 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 _____

Date of this Exhibit A: _____.
Effective Date of this Exhibit A: _____.
Supersedes Exhibit A Dated: _____.

(1) Notices and Correspondence shall be sent to:

Mountain Valley Pipeline, LLC

2200 Energy Drive
Canonsburg, PA 15317
Attn: Transportation Services Dept.
Phone: (412) 395-3230
E-mail Address: TransportationServices@equitransmidstream.com

[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) Maximum Daily Quantity (“MDQ”): _____ Dth

Effective Date:

~~(3)~~(4) Primary Receipt and Delivery Point(s):

Primary Receipt Point(s)**

Effective

(Meter No. and/or Meter Name)

MDQ Allocation

Date

** Receipt point MDQs do not include quantities required for Retainage.

Primary Delivery Point(s)

Effective

(Meter No. and/or Meter Name)

MDQ Allocation

Date

~~(4)~~(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 (5) of this Exhibit A.

~~(5)~~(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 and through its operator, EQM
Gathering Opco, 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 _____

Date of this Exhibit A: _____.
Effective Date of this Exhibit A: _____.
Supersedes Exhibit A Dated: _____.

(1) Notices and Correspondence shall be sent to:

Mountain Valley Pipeline, LLC

2200 Energy Drive

Canonsburg, PA 15317

Attn: Transportation Services Dept.

Phone: (412) 395-3230

E-mail Address: TransportationServices@equitransmidstream.com

[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:

**MOUNTAIN VALLEY PIPELINE, LLC:
By and through its operator, EQM
Gathering Opco, LLC**

By _____
(Date)

By _____
(Date)

Title _____

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
 _____ Parking Lending _____ 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:

Mountain Valley Pipeline LLC:
By and through its operator, EQM
Gathering Opco, LLC

By _____

By _____

(Date)

(Date)

Title _____

Title _____

EXHIBIT A
to the
POOLING SERVICE AGREEMENT
between MOUNTAIN VALLEY PIPELINE, LLC
and
_____ [POOL OPERATOR],
pursuant to Rate Schedule PS
Contract No. _____ Dated _____

Date of this Exhibit A: _____.
Effective Date of this Exhibit A: _____.
Supersedes Exhibit A Dated: _____.

1. Notices and Correspondence shall be sent to:

Mountain Valley Pipeline, LLC

2200 Energy Drive
Canonsburg, PA 15317
Attn: Transportation Services Dept.
Phone: (412) 395-3230
E-mail Address: TransportationServices@equitransmidstream.com

[Pool Operator]

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. Customers Participating in Pool

Customer

Contract No(s)

3.4. 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)
- _____ other (described in section 5 below)

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, Pool Operator and MVP have executed this Exhibit A by their duly authorized officers, effective as of the date indicated above.

POOL OPERATOR:

By _____
(Date)

Title _____

**MOUNTAIN VALLEY PIPELINE, LLC:
By and through its operator, EQM
Gathering Opco, LLC**

By _____
(Date)

Title _____

EXHIBIT A
to the
TRANSPORTATION SERVICE AGREEMENT
between MOUNTAIN VALLEY PIPELINE, LLC
and
_____ [CUSTOMER],
pursuant to Rate Schedule EFT
Contract No. _____ Dated _____

Date of this Exhibit A: _____
Effective Date of this Exhibit A: _____
Supersedes Exhibit A Dated: _____

1. Notices and Correspondence shall be sent to:

Mountain Valley Pipeline, LLC

2200 Energy Drive
Canonsburg, PA 15317
Attn: Transportation Services Dept.
Phone: (412) 395-3230
E-mail Address: TransportationServices@equitransmidstream.com

[Customer]

Address:

Representative:
Phone:
Facsimile:
E-mail Address:
DUNS:
Federal Tax I.D. No.:
Other contact information if applicable:

2. 2.—Service Under this Agreement is provided on

 Mainline System

 Southgate System

2.3.Maximum Daily Quantity (MDQ): _____ Dth Effective Date: _____

3. Maximum Hourly Quantity (MHQ): _____ Dth Effective Date: _____

4. Primary Receipt and Delivery Point(s)

<u>Primary Receipt Point(s)**</u> <u>(Meter No. and/or Meter Name)</u>	<u>MDQ Allocation</u>	<u>MHQ Allocation</u>	<u>Effective</u> <u>Date</u>
---------------------------------------------------------------------------	-----------------------	-----------------------	---------------------------------

** Receipt point MDQs do not include quantities required for retainage.

<u>Primary Delivery Point(s)</u> <u>(Meter No. and/or Meter Name)</u>	<u>MDQ Allocation</u>	<u>MHQ Allocation</u>	<u>Effective</u> <u>Date</u>
--------------------------------------------------------------------------	-----------------------	-----------------------	---------------------------------

MHQ and MHQ allocation as listed above apply to Primary Receipt and Delivery Points only. MHQ at secondary receipt or delivery points shall be one-twenty-fourth (1/24) of Customer's MDQ at such secondary receipt or delivery points.

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 and through its operator, EQM
Gathering Opco, LLC**

By _____
(Date)

Title _____