

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

AND

EFFECTIVE _____, 20__

Sample

TABLE OF CONTENTS

ARTICLE 1 – SCOPE OF WORK

- 1.1 Scope of Work
- 1.2 Contractor's Responsibilities
- 1.3 Administration of Services
- 1.4 Team

ARTICLE 2 – COMPENSATION AND TERMS OF PAYMENT

- 2.1 Compensation
- 2.2 Change in Services
- 2.3 Terms of Payment

ARTICLE 3 – WARRANTY

- 3.1 Contractor's Services
- 3.2 Third-Party Guarantees
- 3.3 Limitations
- 3.4 Sole Contractor Warranty

ARTICLE 4 – INDEMNIFICATION

- 4.1 Contractor
- 4.2 Company

ARTICLE 5 – INSURANCE

- 5.1 Insurance Requirements
- 5.2 Maintenance of Coverage

ARTICLE 6 – COMPLETION AND ACCEPTANCE

- 6.1 Scheduled Completion
- 6.2 Acceptance

ARTICLE 7 – TERM, TERMINATION AND CANCELLATION

- 7.1 Termination by Company
- 7.2 Termination by Contractor
- 7.3 Cancellation for Convenience

ARTICLE 8 – GENERAL PROVISIONS

- 8.1 Independent Contractor
- 8.2 Compliance with Laws, Safety and Drug Testing, and Code of Conduct
- 8.3 Force Majeure
- 8.4 Confidentiality
- 8.5 Representations and Remedies

- 8.6 Damages
- 8.7 Assignment
- 8.8 Subcontracts
- 8.9 Review of Accounts
- 8.10 Notices
- 8.11 Entire Agreement
- 8.12 Interpretation
- 8.13 Miscellaneous

Sample

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____ 20____, (the "Effective Date") by and between _____, a _____, having a business address at 2200 Energy Drive, Canonsburg, PA 15317 (or "Company"), and _____, a _____, having a business address at _____ ("Consultant").

WHEREAS Contractor regularly performs the professional services contemplated by this Agreement, and possesses the requisite experience, skills and abilities to perform the contemplated services,

NOW, THEREFORE, in consideration of the mutual promises contained herein, and intending to be legally bound, the parties covenant and agree as follows:

ARTICLE 1 – SCOPE OF WORK

1.1 Scope of Work. Contractor shall perform professional services ("Services") as directed in accordance with Sections 1.2, 1.3, and 1.4 hereof, for the purpose of assisting the Federal Energy Regulatory Commission ("FERC") and its Office of Energy Projects ("OEP") in their environmental analysis, review and related documentation of Company's proposal to (describe project) (the "(Project Name)"). The (Project Name) consists of approximately (XX) miles of new (diameter)-inch diameter natural gas pipelines in (Name Counties/States), and it is anticipated that aboveground facilities will include mainline valves, pig launchers and receivers, and metering stations, as well as facilities for compression (in aggregate, the "Facilities").

1.2 Contractor's Responsibilities. Contractor shall, subject to the terms and conditions of this Agreement:

1.2.1 Work under the sole technical direction of OEP;

1.2.2 Conduct environmental analyses and prepare environmental documentation necessary for the preparation of an environmental assessment ("EA") in compliance with the National Environmental Policy Act as implemented by the regulations of FERC; and

1.2.3 Furnish the services of all necessary analysts, engineers, and other personnel necessary for the performance of the Services in accordance with the written Authorization for Services issued by OEP.

1.3 Administration of Services.

1.3.1 OEP shall initiate Contractor's Services, providing all elements of scope of work.

1.3.2 Contractor shall prepare and circulate to both OEP and Company a proposed Authorization for Services, which will include a detailed scope of work, a fee, an estimated schedule and a request for authorization. Work will commence upon OEP's issuance of a final Authorization for Services.

1.3.3 OEP shall control the scope, content and quality of Contractor's work.

1.3.4 Company will have no control over the Services performed by Contractor and will not be able to review Contractor's work product before its release to the public.

1.3.5 FERC will have sole ownership of, and neither Company nor Contractor shall have any ownership of, work product that Contractor produces pursuant to this Agreement, provided however that neither FERC nor OEP nor Contractor shall thereby secure any right of ownership in proprietary business information of the Company.

1.3.6 Without prior written consent of OEP, Contractor shall not release to Company or any other entity besides FERC, OEP and cooperating government agencies as identified by OEP any environmental documentation or other work product prepared to perform the Services under this Agreement, provided however that such restriction shall not affect the exchange of documentation other than work product, such as in relation to billing and compensation for Services, verification of insurance, and notices or instructions contemplated under this Agreement.

1.3.7 Contractor shall set up, maintain and use a secure electronic file-sharing site accessible to OEP for the purpose of facilitating confidential communications, analysis and review in a confidential setting.

1.4 Team. Contractor shall perform the Services using the personnel and subcontractors identified on the final proposal dated (proposal date) Contractor shall not replace the Project Manager, assistant Project Manager, or any other key employee or subcontractor without the prior written consent of OEP and Company. Company and OEP each shall have the right, at any time and in the sole discretion of each, to have any personnel of the Contractor or the Contractor's vendor or subcontractor temporarily or permanently dismissed from the performance of Services and to require an appropriate replacement.

ARTICLE 2 - COMPENSATION AND TERMS OF PAYMENT

2.1 Compensation.

2.1.1 In consideration of the Services provided by Contractor, Company shall pay, and Contractor shall accept in full consideration for the Services, the compensation specified in the executed Authorization for Services from OEP. The Contractor's current Rate Schedule is shown in the final proposal dated (proposal date).

2.1.2 All sums of money paid to Contractor pursuant to this Agreement shall be paid without deduction or withholding of federal or state payroll or employment taxes of any kind or nature, including but not limited to income taxes, social security taxes, unemployment insurance taxes, disability insurance taxes and similar items, and shall be evidenced by one or more Forms 1099 issued by Company to Contractor in accordance with applicable law.

2.1.3 Neither FERC nor OEP shall be obligated to use, nor shall Company be obligated to pay, Contractor for any minimum number of days or hours of Services. Company shall not be held liable to Contractor for any extra services, labor, materials, or equipment furnished by Contractor in the absence of OEP's express prior written authorization in accordance with this Agreement.

2.2 Change in Services. Contractor shall perform under this Agreement all such work as may be directed by OEP in accordance with this Agreement and specifically in accordance with the purpose and scope set forth in the Authorization for Services. To the extent any such directive is in accordance with the purpose set forth in the Authorization for Services but is not reasonably specified therein, Contractor shall have no obligation to undertake, nor Company to pay for, any work pursuant to such directive absent a written change order from OEP reasonably approved by Company. Such change order shall specify in reasonable detail the scope of the work to be rendered and the compensation for such work, and payment for such work shall be made in accordance with the change order and otherwise in conformance with this Article 2.

2.3 Terms of Payment.

2.3.1 Payment shall be on a time-and-materials basis under the Rate Schedule shown in the final proposal dated (proposal date). Contractor shall submit monthly invoices and Company shall pay undisputed portions of each progress invoice within thirty (30) days of the date of the invoice. If payment is not maintained on a thirty (30) day current basis, Contractor may suspend further performance until payments are current. Company shall notify Contractor of any disputed amount within fifteen (15) days from date of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Company shall pay an additional charge of one and one-half percent (1½%) per month or the maximum percentage allowed by law, whichever is the lesser, for any past due amount.

2.3.2 Contractor shall promptly pay all of its subcontractors, suppliers, materialmen, and other persons it engages to assist Contractor in its performance of the Services. Should Contractor fail to make such payment, Company may retain out of any payment due Contractor an amount sufficient to discharge the same.

ARTICLE 3 - WARRANTY

3.1 Contractor's Services.

3.1.1 Contractor warrants that it possesses the expertise and resources necessary to provide the Services described in this Agreement, and will perform the Services in accordance with all applicable law and with the standards of care and diligence normally practiced by nationally-recognized environmental consulting firms in performing services of a similar nature with respect to proposals to construct and operate pipelines and related facilities in the United States, as such standards exist at the time of performance of the Services. Should Contractor fail to perform to those standards, it shall without cost to Company reperform and correct any deficiencies in the Services for a period of one (1) year following delivery of the Services.

3.1.2 Contractor has fully and accurately disclosed to OEP and Company any and all relationships that could reasonably be thought to give rise to a conflict of interest in the performance of its obligations under this Agreement. Contractor represents and warrants that no ethical or professional duty conflicts with its performance under this Agreement. The provisions of this Section shall survive the expiration or sooner termination of this Agreement.

3.2 Third-Party Guarantees. Contractor shall, for the protection of Company, use reasonable efforts to obtain, from all vendors and subcontractors from whom Contractor procures equipment, materials, or services for assistance in performing the Services, guarantees with respect to such equipment, materials, and services. Such guarantees shall be made available to OEP and to Company to the full extent of the terms thereof.

3.3 Limitations. Any action resulting from any breach of this Agreement by Contractor or Company shall be deemed waived, settled and forgiven in full unless commenced within one (1) year after the cause of action has accrued. Notwithstanding any Article to the contrary contained herein, Contractor's total liability arising out of or in connection with the Agreement or the Services, including without limitation any for damage to or loss of Company's property, shall in no event exceed the total amount of compensation paid to Contractor hereunder. The foregoing shall apply to the fullest extent allowed by law irrespective of whether liability of Contractor is claimed or found to be based in contract, tort or otherwise (including negligence, warranty, indemnity and strict liability).

3.4 Sole Contractor Warranty. The obligations and representations contained in this Article 3 are Contractor's sole warranty obligations in respect of quality of the Services. **EXCEPT AS PROVIDED IN THIS ARTICLE, CONTRACTOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATING TO CONTRACTOR'S SERVICES AND CONTRACTOR DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

ARTICLE 4 - INDEMNIFICATION

4.1 Contractor. Contractor shall defend, indemnify and hold harmless FERC, Company and Company's directors, officers, employees, agents and assigns from any and all losses, demands, claims, liabilities, damages, and costs (including but not limited to costs of defense, arbitration, settlement and reasonable attorneys' fees) arising out of or resulting from Contractor's Services or other performance under this Agreement or attributable to: (a) the negligent or willful act or omission of Contractor, its suppliers, employees, agents, invitees, subcontractors of any tier, or anyone acting under Contractor's direction or control in connection with the performance of the Services or for whose acts Contractor may be liable; (b) breach by Contractor of any representation or warranty of Contractor; (c) Contractor's failure to comply with any provision of this Agreement; or (d) Contractor's failure to comply with applicable laws, safety rules or permits, including without limitation any corrective measures which may be required. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.

4.2 Company. Company shall defend, indemnify and hold harmless FERC and Contractor and Contractor's directors, officers, employees, agents and assignees from any and all losses, claims, liabilities, damages, and costs (including reasonable attorney's fees directly related thereto) arising out of or resulting from Company's failure to comply with any provision of this Agreement. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.

ARTICLE 5 – INSURANCE

5.1 Insurance Requirements.

5.1.1 Contractor shall, during the term hereof, procure, maintain and provide to Company documentation of the following coverage with insurance companies that have a minimum AM Best rating of "A":

- (i) Workmen's Compensation - As required by State Law
- (ii) Employer's Liability Insurance of not less than \$1,000,000
- (iii) Commercial General Liability Insurance with bodily injury and property damage limits of \$5,000,000 per occurrence and \$10,000,000 in aggregate
- (iv) Comprehensive Automobile Liability Insurance with bodily injury and property damage limits of \$5,000,000 per occurrence and \$10,000,000 in aggregate

(v) Professional Liability Insurance with a policy limit of \$5,000,000 per occurrence and \$10,000,000 in aggregate.

5.1.2 For any claims relating to the Contractor's Services, the coverages required under this Article shall be primary and non-contributory.

5.1.3 Contractor shall waive all rights of subrogation and contribution against all additional insureds.

5.1.4 Contractor shall be solely responsible for any deductible or self-insured retention under its insurance.

5.1.5 Company's receipt and acceptance of coverage documentation from Contractor does not relieve or decrease in any way the liability of Contractor for performance or failure to perform under this Agreement.

5.2 Maintenance of Coverage. All such insurance coverages, with the exception of workers' compensation/employers liability and professional liability policies, shall name Company, its parent company, subsidiaries and affiliates as additional insureds and shall be primary and noncontributory. All policies shall also contain a provision by which the insurer agrees that such policy shall not be cancelled, terminated or not renewed except after thirty (30) days' advance written notice to Company. Contractor shall furnish Company with certificates of insurance evidencing the foregoing coverages within ten (10) days after execution of this Agreement and certifying that Company shall receive at least thirty (30) days prior written notice of cancellation to any of the foregoing insurance. Irrespective of the requirements as to insurance to be carried, the insolvency, bankruptcy or failure of any insurance company carrying insurance for Contractor, or failure of any such insurance company to pay claims accruing, shall not be held to waive any of the provisions of this Agreement.

ARTICLE 6 - COMPLETION AND ACCEPTANCE

6.1 Scheduled Completion. Contractor shall commence the Services and shall use all reasonable efforts to prosecute the Services continuously and with due diligence according to the schedule set forth in Company's Request for Proposal dated (Proposal Date), as such schedule may reasonably be amended by OEP in accordance with this Agreement.

6.2 Acceptance. When Contractor deems it has completed the Services, it shall so notify OEP (with a copy to Company) in writing. Within thirty (30) working days thereafter, OEP shall advise Contractor in writing of any deficiencies in the Services for which Contractor is responsible under this Agreement. As soon as any such deficiencies are corrected (or as soon as the thirty (30) working day period for such notice has expired, if OEP does not advise Contractor of any defects within the period), Company shall accept the Services in writing or they shall be deemed accepted. Such acceptance shall not affect any rights and remedies available to Company under this Agreement including with respect to payment for Services.

ARTICLE 7 – TERM, TERMINATION AND CANCELLATION

The term of this Agreement shall commence on the Effective Date and continue until the date FERC issues an order on Company's application for authorization of the (Project Name) following the OEP's release of the EA. The term of the Agreement may be extended only upon written agreement between the parties.

7.1 Termination by Company. Should Contractor become insolvent or bankrupt, or commit a substantial breach of this Agreement and thereafter fail to commence proceedings in good faith to remedy such breach within ten days after receipt of written demand by either OEP or Company, Company may terminate this Agreement by written notice to Contractor. Upon any such termination, Contractor shall be compensated for all costs incurred and compensation earned for Services then performed in accordance with this Agreement less any costs incurred by Company to remedy Contractor's breach.

7.2 Termination by Contractor. Should Company become insolvent or bankrupt, or commit a breach or default of any of the covenants or obligations hereunder, and thereafter (a) fail to remedy the same within ten (10) days after written notice thereof from contractor if the breach constitutes a failure to pay money or (b) fail to commence proceedings to remedy the same within ten (10) days after written notice thereof from contractor and there-after fail to proceed diligently in remedying the same if the breach is other than to pay money, then Contractor may terminate this Agreement. Should Contractor so terminate this Agreement, Contractor shall be paid for all costs incurred and compensation earned for Services performed to the date of termination.

7.3 Cancellation for Convenience. Company reserves the right to cancel, for convenience and without cause, the Services upon notice in writing to Contractor. Should the Services be so canceled by Company, Contractor shall be

paid all costs incurred and compensation earned for Services then performed in accordance with this Agreement, including any lawful and reasonable cancellation charges by vendors and subcontractors.

ARTICLE 8 - GENERAL PROVISIONS

8.1 Independent Contractor. Contractor shall be an independent contractor with respect to the Services to be performed hereunder. Neither Contractor nor its sub-contractors or vendors, nor the employees of either, shall be deemed to be the servants, employees, or agents of OEP or Company. Contractor shall be responsible for providing any labor, materials, equipment, transportation, and facilities necessary or appropriate to timely and properly complete the Services in accordance with the provisions of the Agreement. Contractor is not under the control of OEP or Company as to the manner and means by which it provides Services to Company, and retains full supervision and control over contractor's employees, including wages, benefits, health insurance, vacation, and any other employee benefits and including compliance with all occupational safety, welfare and civil rights laws, payment of employee taxes, and any and all other laws regulating employment. In acting as an independent contractor, Contractor is not eligible for unemployment or workman's compensation. Contractor is responsible for all applicable payroll and government taxes.

8.2 Compliance with Laws, Safety and Drug Testing, and Code of Conduct.

8.2.1 Contractor shall comply, and shall cause all of its subcontractors and agents to comply, with all statutes, rules, regulations, ordinances, requirements, judgments, decrees, and orders of each governmental authority, agency or court having jurisdiction over the Services, Contractor or the site where the Services will be performed.

8.2.2 Contractor shall be responsible for the safety of its own employees, subcontractors and agents at all times during the performance of any Services. Contractor shall not, however, have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures of operation or the safety precautions and programs in connection with the operation of the Facilities by Company. Absent advance written consent from Company, the possession or use of firearms, ammunition or weapons by Contractor and its suppliers, agents or invitees or any party acting under Contractor's direction or control is prohibited at all Company job sites, offices, or locations.

8.2.3 Contractor and each of its subcontractors and agents shall comply with all requirements of the United States Department of Transportation's ("DOT") Drug and Alcohol Testing Program pursuant to Title 49, C.F.R., Parts 192 and 199 during the term of this Agreement, if applicable, with respect to its employees, subcontractors, suppliers, agents or invitees or any party acting under Contractor's direction or control in connection with the performance of the Services or for whose acts Contractor may be liable; and further shall:

- (i) conduct legitimate and adequate criminal background checks reasonably satisfactory to Company based upon the scope of the Services prior to commencement of the Services and during the term of this Agreement;
- (ii) retain all original records (or legible copies thereof) connected to such drug testing and background checks as legally required or if not legally required, until one (1) year after the expiration or termination of this Agreement or as required by Company; and
- (iii) upon request of Company and subject to applicable law, furnish Company copies of any results of the mandated testing and completed background checks.

8.2.4 In performing Services pursuant to this Agreement, Contractor shall comply with Company's Code of Business Conduct and Ethics, which is available at www.equitransmi.com (click on Investors, then Governance, and then Code of Business Conduct and Ethics) and which is updated from time to time, unless Contractor has issued, provided to Company, and complies with its own similar code ("Contractor Code") and such Contractor Code complies with all applicable laws, the U.S. Federal Sentencing Guidelines and all other applicable incentives and standards issued by FERC concerning ethics and compliance.

8.3 Force Majeure. Any delays in or failure of performance by Company or Contractor, other than payment of money owed for services previously rendered, shall not constitute default hereunder if, and to the extent, such delays or failures of performance are caused by occurrences or circumstances beyond the control of Company or Contractor as the case may be, including, but not limited to: acts of God or the public enemy; expropriation or confiscation of facilities; compliance with any order or request of any governmental authority; act of war, rebellion, or sabotage or damage resulting therefrom; fires, floods, explosions, accidents; riots or strikes or other concerted acts of workmen, whether

direct or indirect; or any other causes, whether or not of the same class or kind as those specifically above named, which are not within the control of Company or Contractor respectively, and which by the exercise of reasonable diligence Company or Contractor are unable to prevent. Accordingly, the time for performance of either party hereunder shall in such event be extended for a period equal to any time lost as a result thereof. Contractor acknowledges that such extension shall constitute full compensation and accommodation with respect to the performance of the Services.

8.4 Confidentiality.

8.4.1 Contractor covenants and agrees that, during continuance of this Agreement, it will not, except insofar as required by law, without the prior permission of Company use, disclose, or permit to be disclosed, or, in case of documents in any format, reproduce or permit to be reproduced to any person confidential information acquired from or given by Company to Contractor in the course of carrying out Services under this Agreement.

8.4.2 For the purpose of this Article 8.4, "confidential information" shall include:

(i) designs, drawings, engineering plans, calculations, formulae, techniques, trade secrets, inventions, discoveries, improvements, processes, business methods, product design information, patents and applications for patents, copyrightable work, software including object and source code, and related trade secrets or like information that has not been previously disclosed or reproduced without restriction by Company or has not become public knowledge;

(ii) commercial business information of Company, including the names and contact information for the existing and potential customers of Company, market research and studies, future business plans, business affairs, pricing, margins, discounts and costs.

8.4.3 All confidential information disclosed by Company shall remain the property of Company, shall be returned on termination of Services, and shall be used by Contractor strictly for the performance of this Agreement and no other purpose.

8.4.4 Contractor's confidentiality obligation hereunder shall not extend to information that: (i) at the time of disclosure, is or becomes a part of the public domain by publication or otherwise through no fault of Contractor; or (ii) Contractor can show was in its possession at the time of disclosure.

8.4.5 Contractor shall not be restricted from releasing information, including confidential information, in response to a subpoena, court order, or other legal process, or as may be legally compelled by any tribunal or governmental or regulatory authority, but in such event Contractor shall promptly notify Company of the demand for information before Contractor responds to such demand.

8.4.6 Contractor shall be prohibited from using Company's name in advertisements, news releases, publicity statements, web sites, interviews, articles, brochures, client listings or other advertising or marketing materials without the prior written consent of Company.

8.4.7 The provisions of this Article shall survive the expiration or sooner termination of the term of this Agreement.

8.5 Representations and Remedies. Contractor makes no representations, covenants, warranties, or guarantees, express or implied, other than those expressly set forth in this Agreement. The parties' rights, liabilities, responsibilities and remedies with respect to the Services shall be exclusively those expressly set forth in this Agreement and are in lieu of any others available at law or otherwise.

8.6 Damages.

8.6.1 In no event shall Contractor (or any of Contractor's related companies) be liable to Company for any special, indirect or consequential damages, including specifically but without limitation, loss of profits or revenue; loss of use of any facility or property, including real property; loss of opportunity; loss of goodwill; cost of substitute facilities, goods or services; cost of capital; cost of replacement power; governmental and regulatory sanctions; and claims of customers for such damages; or similar damages to the extent arising from or related to the negligent performance or non-performance of this Agreement. The foregoing shall apply to the fullest extent allowed by law irrespective of whether liability of Contractor is claimed or found to be based in contract, tort or otherwise (including negligence, warranty, indemnity and strict liability).

8.6.2 Company hereby releases, indemnifies, and agrees to hold Contractor harmless from any liability arising from Company's or Company's assignee's ownership, use or operation of the Facilities, or any part thereof.

8.7 Assignment. This Agreement shall not be assignable by either party without the prior written consent of the other party hereto, except that it may be assigned upon prior written notice to any person, firm, or corporation acquiring all or substantially all of the business assets of such party, or to a related entity, an affiliate or wholly owned subsidiary of either party, but such assignment shall not relieve the assigning party of any of its obligations under this Agreement. No assignment of this Agreement shall be valid until this Agreement shall have been assumed by the assignee. When duly assigned in accordance with the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the assignee.

8.8 Subcontracts. Contractor may subcontract any portion of the Services to a subcontractor only upon the written approval of OEP. In no case shall OEP's approval of any subcontract relieve Contractor of any of its obligations under this Agreement. Notwithstanding the above, Contractor may have portions of the Services performed by its related and affiliated entities or their employees, in which event Contractor shall be responsible for such Services and Company shall look solely to Contractor as if the Services were performed by Contractor.

8.9 Review of Accounts. Until acceptance under Section 6.2 of this Agreement and for one (1) year thereafter, Company shall have the right, at reasonable times and upon reasonable notice, to review and audit any and all records and accounts relating to the performance of Services or to any invoice submitted for payment by Company under this Agreement, provided however that such right shall not extend without prior written approval of OEP to the review or audit of any non-public studies, reports, or materials prepared under the direction of OEP as part of the Services.

8.10 Notices.

8.10.1 Contractor shall immediately notify OEP and Company of (i) any incident, accident, action, loss, or existence of any unsafe or other condition which involves or could involve personal injury or property damage or loss relating to the Services, and (ii) any potential, actual or pending site inspection, investigation or inquiry by any governmental authority outside the scope of this Agreement. If notice is first given orally, Contractor shall provide written notice as soon as possible.

8.10.2 All notices pertaining to this Agreement shall be in writing and shall be sufficient when sent by registered mail, or by U.S. mail or facsimile (with oral confirmation) to:

Company:

2200 Energy Drive
Canonsburg, PA 15317
Contact: Supply Chain Director
cc: General Counsel

OEP:

(Name)
Office of Energy Projects
Federal Energy Regulatory Commission
888 First St., N.E.
Washington, D.C. 20426
EMail: (EMail)

Consultant:

(Name)

EMail: (EMail)

8.11 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and supersedes any oral or written representations, understandings, proposals, or communications heretofore entered into by or on account of the parties and may not be changed, modified, or amended except in writing signed by the parties hereto. In the event of any conflict between this contract document and any of the exhibits hereto, the terms and provisions of this contract document shall control. In the event of any conflict among the exhibits, the exhibit of the latest date shall control.

8.12 Interpretation. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania (excluding provisions thereof which would apply the laws of another jurisdiction as

governing law), and the courts of the Commonwealth of Pennsylvania shall have exclusive jurisdiction to entertain injunctive relief and all other actions arising in connection with the Agreement or the Services.

8.13 Miscellaneous.

8.13.1 This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

8.13.2 If any one or more of the provisions or parts of this Agreement should be or become invalid, illegal or unenforceable in any respect in any jurisdiction, then in such jurisdiction the remaining provisions or parts hereof shall be severable therefrom and shall not in any way be affected or impaired by the severance or the illegality, invalidity or unenforceability of the provision or part.

8.13.3 The parties agree that there are no intended third party beneficiaries of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized representatives, effective as of the Effective Date.

CONSULTANT

COMPANY

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

