

EXHIBIT I
MARKET DATA

PUBLIC REDACTED VERSION
AND 852 OVCX EXHIBITS

EXECUTION VERSION

PRECEDENT AGREEMENT

This Precedent Agreement (“*Precedent Agreement*”) is made this December 6, 2021 (“*Effective Date*”), by and between Equitrans, L.P. (“*Transporter*”) and EQT Energy, LLC (“*Shipper*”). Transporter and Shipper are also referred to herein individually as a “*Party*” and collectively as the “*Parties*.”

RECITALS

WHEREAS, Transporter owns and operates an interstate natural gas transmission and storage pipeline system in West Virginia, Pennsylvania, and Ohio (“*Transporter’s System*” or “*System*”); and

WHEREAS, Transporter proposes to modify, expand and extend certain of its transmission facilities in order to provide additional firm transmission service from the Points of Receipt to the Points of Delivery listed in Exhibit 1 (such modification, expansion, and/or extension of the System, and the incremental capacity created therefrom, collectively, the “*Project*”); and

WHEREAS, the Project will be subject to the jurisdiction of the Federal Energy Regulatory Commission (“*FERC*” or “*Commission*”); and

WHEREAS, Transporter will file with FERC for necessary approvals for the construction and operation of the Project, and to provide services on the Project facilities; and

WHEREAS, on June 3, 2021, Transporter conducted, per the terms of its FERC Gas Tariff, a binding Open Season for the Project; and

WHEREAS, Shipper participated in the binding Open Season for capacity as set forth in Sections 3 and 4 below; and

WHEREAS, Shipper has indicated an interest in entering into a binding agreement for the transportation of natural gas by Transporter on capacity made available by the Project.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and intending to be legally bound by the terms herein, Transporter and Shipper agree as follows:

1. **Facilities.** Transporter shall proceed with the development of the Project to create new firm transportation capacity and to provide access to receipt and delivery points as further described herein (such new capacity to be referred to as the “*Project Capacity*”).
 - (a) The Project will provide new firm transportation capacity and is expected to include installing approximately 6 miles of pipeline, incremental compression capacity and interconnections and meter stations.

- (b) Transporter shall make available to Shipper Project Capacity at the receipt points (“**Receipt Points**”) and delivery points (“**Delivery Points**”) for the Project as set forth on Exhibit 1. In the event that Shipper requests changes to the Receipt Points identified in Exhibit 1 prior to construction, the Parties shall negotiate in good faith to adjust Monthly Reservation Rates such that Transporter is in a similar financial position as intended based on the Project as described herein, it being understood that a change to the Receipt Points shall not provide Shipper the right to adjust negotiated rates as set forth herein.
- (c) Transporter shall be responsible for the acquisition, design, construction, installation, acquisition of land rights, and permitting of the Project facilities to provide the services on the Project Capacity.
- (d) Shipper shall be responsible for making all arrangements with, and/or acquiring any services from, upstream and downstream pipelines and natural gas suppliers that may be necessary for Shipper to utilize the Project Capacity. Shipper’s failure to have adequate upstream or downstream facilities or facility or supply arrangements in place shall not relieve Shipper of its obligations under this Precedent Agreement, the Credit Agreement or the Service Agreements (together the “**Contract Documents**”).

2. **Approvals/Shipper Status.**

- (a) Transporter shall be responsible for filing for all necessary approvals or authorizations with FERC for the construction and operation of the Project.
- (b) Equitrans’ 2021 System Expansion Binding Open Season defined an Anchor Shipper as any party that commits to an MDQ of at least 150,000 Dth/ day for a minimum term of ten (10) years. Pursuant to this Agreement, Shipper has committed to firm capacity of 250,000 Dth/day for a term of ten years. Therefore, Shipper is deemed to be an “Anchor Shipper”with respect to the Project Capacity.

3. **Service Commencement Date, Maximum Daily Quantity, and Term.**

- (a) As of and from the Service Commencement Date (as hereinafter defined), Transporter shall provide, and Shipper shall receive from and pay Transporter for, firm transportation service in the quantity selected by Shipper as set forth in the capacity subscription table below (“**Capacity Subscription**”) and at the Receipt Points and Delivery Points listed in Exhibit 1.

Capacity Subscription Table

Rate Schedule FTS Service Agreement Anticipated Service Date	Maximum DailyQuantity (MDQ)(Dth/Day)	MDQ Term
1876	250,000	10 years from the Service Commencement Date

(b) [REDACTED]

(c) The “*Anticipated Service Date*” shall be the date by which Transporter anticipates that the Project will be placed into service. The Anticipated Service Date for the Project is October 1, 2023. The “*Service Commencement Date*” for the Project shall be the first day of the month immediately following the date on which Transporter is authorized by FERC to commence service on the Project facilities and Transporter is first able, in its reasonable judgment, to render service to Shipper utilizing the Project Capacity. Transporter agrees to use commercially reasonable efforts to construct the Project facilities and to make the facilities available for service by the Anticipated Service Date.

(d) Within thirty (30) days following the date on which the FERC issues an order granting Transporter a certificate of public convenience and necessity to construct the Project facilities, each of Shipper and Transporter agree to execute and deliver the “Transportation Service Agreement applicable to Firm Transportation Service under Rate Schedule FTS” (“*Service Agreement*”) set forth in Transporter’s FERC Gas Tariff as approved by FERC at the time of such execution, with only such modifications as necessary to reflect the rates, terms and conditions of service set forth in this Precedent Agreement.

(e) The Contract Term for the Service Agreement shall commence on the Service Commencement Date and expire on the 10th anniversary of the Service Commencement Date (“*Primary Term*”).

(f) Shipper shall have the right of first refusal with respect to the MDQ at the expiration of the Primary Term, for a renewal term of no less than five years, in accordance with Transporter’s FERC Gas Tariff.

4. **Rates.**

(a) Subject to review and approval by the Commission, Shipper and Transporter have agreed upon negotiated rates as set forth in the negotiated rate table below, which rates shall apply to the forward-haul path beginning at the Receipt Points and terminating at the Delivery Points as shown on Exhibit 1.

Negotiated Rate Table

Monthly Reservation Rate (\$/Dth)	Usage Charge (\$/Dth)	Overrun Rate (\$/Dth)	

- (b) The Monthly Reservation Rates shall be adjusted annually during the term of the Service Agreement to reflect any material increase or decrease in ad valorem taxes or other governmental fees or charges applicable to Transporter solely with respect to service provided to Shipper on the Project as measured from the Effective Date (“Fee Increase”), where such Fee Increase increases the cost of providing service to Shipper under the Service Agreement. Such adjustment for the Fee Increases shall be in increments of not less than \$0.01/Dth.
- (c) In addition to the Monthly Reservation Rate, Usage Charge and Overrun Rate, Shipper shall pay: (i) a percentage of actual fuel and lost and unaccounted-for gas, based on actual fuel and lost and unaccounted-for gas and subject to review and approval by the Commission, to recover fuel usage, lost and unaccounted-for gas on the Project (“**Retainage Rate**”) (see Exhibit 4 hereto), (ii) the applicable FERC ACA surcharge and (iii) any future surcharges approved by FERC. The Retainage Rate will be considered a negotiated Retainage Rate, subject to FERC’s negotiated rate policies.
- (d) Shipper shall have most favored nation status with respect to the Service Agreement as described herein. If at any time during the term of this Precedent Agreement or the first five years following the Service Commencement Date Transporter is or becomes a party to any discounted or negotiated rate precedent agreement or service agreement with any third party for firm transportation service with respect to the Project from the Receipt Points of Aurora or Sprint to the Delivery Points of REX Isaly or Rover Traveler for an MDQ that is less than or equal to Shipper’s MDQ under the Service Agreement for service from the Receipt Points of Aurora or Sprint to the Delivery Points of REX Isaly or Rover Traveler, and pursuant to such third party precedent agreement for service from the specified Receipt Points to the specified Delivery Points Transporter is obligated to provide such third party firm service at rates that are lower than the rates for firm service under the Service Agreement as provided for herein for service from such specified Receipt Points to such specified Delivery Points, then within five (5) business days of executing such third party discounted or negotiated rate precedent agreement or service agreement, Transporter will notify Shipper of such lower rate (such notice, an “**MFN Notice**”). Within thirty (30) business days of receipt of an MFN Notice from Transporter, Shipper shall notify Transporter whether Shipper wishes to amend this Precedent Agreement or the Service Agreement, as applicable, to provide for such lower rate for firm transportation service hereunder or thereunder, only with respect to service from the specified Receipt Points to the specified Delivery Points in this Section.

5. **Definitive Agreement.** In connection with the Project and Shipper and Transporter's execution of the Service Agreement, the Parties intend to execute and deliver a Transportation Service Agreement applicable to Firm Transportation Service under Rate Schedule FTS for the purpose of terminating and superseding that certain Firm Transportation Service Agreement by and between the Parties dated September 14, 2014 and identified as FTS 852, as the same may be amended from time to time, on substantially the same commercial terms as set forth on Exhibit 3 (the "***Definitive Agreement***").

6. **Transporter's Conditions Precedent.**
 - (a) Transporter's obligations under the Service Agreement are subject to the conditions precedent set forth in this Section 6. Transporter shall use commercially reasonable efforts to satisfy the conditions precedent applicable to its own actions, and, except as provided in Section 6(a)(i), Transporter shall have the sole right to determine whether these conditions precedent have been satisfied or to waive the satisfaction of any condition precedent:
 - (i) Transporter's receipt of all necessary authorizations from FERC to commence construction of the Project facilities and provide service on the Project facilities, which authorizations are satisfactory to Transporter in form and substance.
 - (ii) Transporter's receipt of all permits, licenses, authorizations, rights-of-way, regulatory consents (with the exception of necessary FERC authorizations covered by Section 6(a)(i) above), environmental permits and land use or zoning permits necessary for the construction and operation of the Project, which authorizations are satisfactory in form and substance to Transporter in its sole discretion. Transporter agrees that if all such authorizations from the FERC are consistent with the terms of this Precedent Agreement, they shall be deemed to be satisfactory to Transporter.
 - (iii) Execution by Shipper of a Credit Agreement in the form attached as Exhibit 2;
 - (iv) Transporter's receipt within 30 days of the execution by both Parties of this Agreement, of required approval from its chief executive officer (or his delegate) and Board of Directors, or that of its parent company or equivalent governance body, to proceed with the development of the Project and approval to execute the Definitive Agreement.
 - (v) Transporter's completion of construction of the necessary Project facilities required to provide firm transportation service and Transporter being ready and able to place such facilities into service.
 - (vi) Both Parties shall have executed the Definitive Agreement.

- (b) If any of the conditions precedent set forth in Section 6(a) are not satisfied or waived by Transporter, or if the obligations stated in Section 9 are not met by Shipper, Transporter shall have the right to provide written notice to Shipper of its intention to terminate this Precedent Agreement, the Service Agreement and the Credit Agreement, as applicable; provided, however, that with respect to each such condition precedent or obligation, unless the right to terminate is exercised by written notice provided within thirty (30) days of the date on which such right to terminate for failure of such condition precedent or obligation first becomes effective, any such right to terminate shall be deemed to have been waived. Such notice shall designate each condition precedent or obligation giving rise to the right to provide such notice of termination. Unless all such conditions or obligations are satisfied within thirty (30) days after the receipt of such notice from Transporter or the Parties mutually agree otherwise in writing, this Precedent Agreement, the Service Agreement and the Credit Agreement shall terminate effective upon the expiration of said thirty (30) day period, without any liability on the part of Transporter to Shipper. Transporter shall use commercially reasonable efforts to satisfy the conditions precedent applicable to its own actions set forth in Section 6(a) by the deadlines set forth therein.
- (c) Transporter shall not be liable in any manner to Shipper due to Transporter's failure to complete the construction of the Project within the timeframe contemplated herein, provided that Transporter has met its obligations to use commercially reasonable efforts in accordance with the terms hereof.

7. **Shipper's Conditions Precedent.**

- (a) Shipper's obligations under the Service Agreement are subject to the conditions precedent set forth in this Section 7. Shipper shall use commercially reasonable efforts to satisfy the conditions precedent, and Shipper shall have the sole right to determine whether the conditions precedent have been satisfied or to waive such conditions precedent:
 - (i) Shipper's receipt within 30 days of the execution by both Parties of this Agreement, of required approval from its chief executive officer (or his delegate) and Board of Directors, or that of its parent company or equivalent governance body, to proceed with the execution of the Credit Agreement and Service Agreements and approval to execute the Credit Agreement and the Definitive Agreement; and
 - (ii) Both Parties shall have executed the Definitive Agreement.
- (b) If any of the conditions precedent set forth in Section 7(a) are not satisfied or waived by the date set forth therein, or if the Service Commencement Date has not occurred by December 31, 2024, Shipper shall have the right to provide written notice to Transporter of its intention to terminate this Precedent Agreement, the Service Agreement and the Credit Agreement, as applicable; provided however, that, with respect to each such condition precedent or obligation, unless the right to

terminate is exercised by written notice provided within thirty (30) days of the date on which such right to terminate for failure of such condition precedent or obligation first becomes effective, any such right to terminate shall be deemed to have been waived. Such notice shall designate each condition precedent or obligation giving rise to the right to provide such notice of termination. Unless all such conditions or obligations are satisfied within thirty (30) days after the receipt of such notice from Shipper or the Parties mutually agree otherwise in writing, this Precedent Agreement, the Service Agreement and the Credit Agreement shall terminate effective upon the expiration of said thirty (30) day period, without any liability on the part of Shipper to Transporter except as specifically set forth in Section 10(d) of this Precedent Agreement.

8. **Transporter's Obligations.**

- (a) Transporter agrees to use commercially reasonable efforts to seek and to obtain by the Anticipated Service Date the contractual and property rights, financing arrangements and regulatory approvals, including the necessary authorizations from FERC, as may be necessary to construct and operate the Project so as to provide firm transportation service to Shipper consistent with the terms and conditions agreed to in this Precedent Agreement, and Transporter agrees to use commercially reasonable efforts to construct the Project facilities and to place such facilities into service by the Anticipated Service Date. Transporter shall have the right to terminate this Precedent Agreement, the Service Agreement and the Credit Agreement if, in Transporter's reasonable discretion, the FERC order granting Transporter the authority to construct, modify, own or operate any aspect of the Project includes conditions that (i) are inconsistent with the material commercial terms of this Precedent Agreement, and (ii) have a material adverse effect on the economic viability of the Project from Transporter's perspective; provided, Transporter must exercise such right, if ever, no later than thirty (30) days following the date on which Transporter has obtained Natural Gas Act authorization from FERC to construct the Project. In addition, Shipper shall have the right to terminate this Precedent Agreement, the Service Agreement and the Credit Agreement, as applicable, upon the occurrence of either of the following (such right to be exercised, if ever, no later than thirty (30) days following the date specified, or in the case of (ii) below, no later than fifteen (15) days following Transporter's receipt of the applicable FERC certificate):
- (i) if Transporter has not filed the applicable FERC certificate application by May 1, 2022; or
 - (ii) if the applicable FERC certificate issued to Transporter for the Project is issued with conditions or terms that are inconsistent with the terms of this Precedent Agreement with respect to the rate to be paid by Shipper or the term of Service Agreement and not in form and substance substantially as requested, such that the terms or conditions therein will have a material adverse effect on Shipper in Shipper's reasonable judgement.

- (b) Once construction of the Project has commenced, Transporter shall keep Shipper informed regarding the progress of constructing the Project by providing Shipper with updates 120 and 60 days prior to the Anticipated Service Date for such Project. Updates will include Transporter's then-estimate of the projected Service Commencement Date.

9. **Shipper's Obligations.**

- (a) Within thirty (30) days following the execution of the Precedent Agreement, Shipper shall execute the Credit Agreement and provide to Transporter, for prior and future costs incurred by Transporter in connection with this Precedent Agreement, financial assurance as required therein. Shipper shall meet Transporter's creditworthiness requirements or provide the required credit assurance as set forth in the Credit Agreement on a continuous basis commencing on the effective date of the Credit Agreement and continuing through the term of the Service Agreement.
- (b) On the Service Commencement Date Transporter shall provide the service set forth in the Service Agreement, and, if provided, Shipper shall pay the applicable charges as set forth in the Service Agreement for such services.
- (c) Shipper agrees to apply for, and will seek with commercially reasonable diligence to obtain, any regulatory authorizations it deems necessary for it to utilize the Project for the service described herein, including with respect to Shipper facilities upstream or downstream of the Project.
- (d) Shipper will cooperate with Transporter to provide, on a timely basis, all information in Shipper's or its Affiliate's possession requested by Transporter that Transporter deems reasonably necessary for obtaining approvals to construct and operate the Project, including but not limited to information required to prepare, file and prosecute Transporter's request to FERC for the Project. Shipper gives consent for filing any negotiated rate or non-conforming Service Agreement with the Commission that is consistent with this Precedent Agreement and agrees to support the Project before the Commission and not oppose, obstruct or otherwise interfere in any manner with the efforts of Transporter to obtain necessary permits, licenses, authorizations, rights-of-way, regulatory consents, environmental permits and land use or zoning permits so long as consistent with the terms of this Precedent Agreement.

10. **Termination.**

- (a) Unless terminated sooner pursuant to the terms herein, this Precedent Agreement shall terminate upon the Service Commencement Date.
- (b) If Shipper fails to execute the Credit Agreement as provided herein or to satisfy Transporter's creditworthiness or credit assurance requirements set forth in the Credit Agreement by the effective date of the Credit Agreement or at any time thereafter through the term of the Credit Agreement, Transporter may terminate this

Precedent Agreement, the Service Agreement (if executed) and the Credit Agreement in accordance with Section 6(b).

(c) RESERVED.

(d) The Parties agree that if (i) Transporter terminates this Precedent Agreement on the basis of Shipper's default, breach, bankruptcy, insolvency or any other failure to perform by Shipper, or (ii) Shipper breaches its obligations under Section 9(c) and/or knowingly interferes with or obstructs the receipt by Transporter of the authorizations and/or exemptions contemplated by and consistent with this Precedent Agreement as requested by Transporter and, as a direct result of such actions by Shipper, Transporter does not receive the authorizations and/or exemptions in form and substance necessary for the Project as set forth in this Precedent Agreement, or Shipper terminates this Agreement for any reason after construction has commenced, then Shipper shall [REDACTED]

(e) NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS OR PUNITIVE, SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY MANNER RELATED TO THIS PRECEDENT AGREEMENT, AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF OR THE SOLE, CONCURRENT OR CONTRIBUTORY NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT OF EITHER PARTY, REGARDLESS OF THE FACT THAT THE PARTY FROM WHOM LOST PROFITS ARE SOUGHT WAS AWARE OF THE POTENTIAL FOR LOST PROFITS OR SIMILAR DAMAGES.

11. **Assignment.** This Precedent Agreement may be assigned by either Party with the consent of the other Party, such consent not to be unreasonably conditioned, withheld or delayed, to any entity, including an entity which may succeed such Party by purchase, merger, joint venture or consolidation, and any such successor in interest shall have all of the rights and obligations of the assigning Party hereunder. Furthermore, either Party may, as security for its indebtedness, assign, mortgage or pledge any of its rights or obligations under this Precedent Agreement to any other entity, and the other Party will execute any commercially reasonable consent agreement with such entity and provide such commercially reasonable certificates and other documents as the assigning Party may reasonably request in connection with any such assignment. Except as security in accordance with the preceding sentence, any purported assignment by Shipper of its rights and obligations hereunder shall be void *ab initio* without the prior written consent of Transporter, which consent will not be unreasonably withheld; provided, that any otherwise permitted assignee meets Transporter's obligations in the Credit Agreement.

12. **Representations and Warranties.** Each Party represents and warrants to each other as follows:

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, and is in good standing in each other jurisdiction where the failure to so qualify would have a material adverse effect upon the business or financial condition of such Party.
- (b) The execution, delivery and performance of this Precedent Agreement by such Party does not and will not require the consent of any trustee or holder of any indebtedness, or be subject to or inconsistent with other obligations of such Party under any other agreement.
- (c) This Precedent Agreement has been duly executed and delivered by such Party. This Precedent Agreement constitutes the legal, valid, binding and enforceable obligation of such Party, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws of general application relating to or affecting creditor's rights generally and by general equitable principles.
- (d) Except as specified herein, no governmental authorization, approval, order, license, permit, franchise or consent, and no registration, declaration or filing with any governmental authority is required on the part of such Party in connection with the execution and delivery of this Precedent Agreement.

13. **Force Majeure.**

- (a) In the event that Transporter is rendered unable wholly or in part by Force Majeure to carry out its obligations under this Precedent Agreement, the obligations of Transporter so far as they are affected by such Force Majeure shall be suspended during the continuance of such inability to perform, provided that Transporter gives proper notice, but for no period longer than the continuation of the inability to perform caused by such Force Majeure, and such cause shall be remedied by Transporter, to the extent possible, with all reasonable dispatch. Proper notice shall be written notice delivered electronically or otherwise that describes the full particulars of the Force Majeure event, delivered within thirty (30) calendar days of the date on which Transporter became aware of such event. Transporter shall not be liable for damages to Shipper for any act, omission or circumstance occasioned by or in consequence of Force Majeure, *provided* the settlement of strikes or other labor disturbances shall be in Transporter's sole discretion.
- (b) The term "Force Majeure" shall include any act, event or circumstance, or any combination thereof that is beyond the reasonable control of Transporter and which event or circumstance, or any combination thereof, has not been caused by or contributed to by the acts or omissions of Transporter. Subject to the requirements of the preceding sentence, the term "Force Majeure" shall include, but shall not be limited to, the following: acts of God, the public enemy, fire, freezes, floods, storms, accidents, breakdowns of pipeline or equipment not caused by the negligence of Transporter, unplanned facility repairs not caused by the negligence of Transporter, changes in operational parameters, pressures or other operational difficulties

experienced by any third party pipeline transporter to transport Gas not caused by the negligence of Transporter, including without limitation any strikes and any other industrial, civil or public disturbance, the inability to obtain materials, supplies or labor, and any laws, orders, rules, regulations, acts or restraints of any government or governmental body or authority, failure or delay by any governmental body or authority to timely provide requested certificates, permits or approval necessary for completion of projects provided that Transporter has timely prosecuted the application for any such certificates, permits or approvals, refusal of landowners to cooperate in the provision of rights-of-way necessary for completion of projects provided that Transporter has used reasonable efforts to obtain such rights-of-way, weather-related disruptions and delays of the necessary activities for completion of projects, civil or military, and any other cause, whether of the kind herein enumerated or otherwise. Notwithstanding the preceding sentence, in no case will changes in market conditions, prices or the economic viability of the Project be considered an event of Force Majeure.

14. **Dispute Resolution.** Any dispute, controversy or claim arising out of or relating to the rights and obligations under the Contract Documents shall be settled upon the mutual agreement of the Parties by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association or similar rules. Such arbitration shall be held in Allegheny County, Pennsylvania. The Parties agree to submit to the jurisdiction of the arbitration panel at such venue. The award rendered by the arbitrator(s) shall be final, and judgment upon the arbitration award may be entered in any court having jurisdiction thereof. If either Party chooses to resolve any dispute by litigation, then the Parties irrevocably agree to submit to the exclusive jurisdiction of the Court of Common Pleas of Allegheny County, Pennsylvania or the United States District Court for the Western District of Pennsylvania, except to the extent that such dispute is subject to FERC jurisdiction. Any Party bringing a legal action or proceeding against the other Party arising out of or relating to this Agreement may bring the legal action or proceeding in the Court of Common Pleas of Allegheny County, Pennsylvania or the United States District Court for the Western District of Pennsylvania, Pittsburgh Division. Each Party waives, to the fullest extent permitted by law (i) any objection that it may now or later have to the laying of venue of any legal action or proceeding arising out of or relating to this Agreement brought in the Court of Common Pleas of Allegheny County, Pennsylvania or the United States District Court for the Western District of Pennsylvania, Pittsburgh Division; and (ii) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum. The Parties shall proceed diligently with any undisputed performance under the Contract Documents notwithstanding the existence of any dispute, controversy or claim, and during the pendency of any dispute resolution process as set forth in this Section. Notwithstanding the foregoing, in the event that a Party is sued or subjected to any other action or proceedings relating to Shipper's or Transporter's performance hereunder in any other state or forum, such Party shall have the right to join the other Party and prosecute its claims, or any one or more of them, against that Party in such other suit, action or proceeding.

15. **Modifications or Waivers.** No modification or waiver of the terms and provisions of this Precedent Agreement shall be or become effective except by the execution by both Parties of a written amendment.

16. **Notices.** Notices under this Precedent Agreement shall be sent to:

Transporter:

For Legal Notices
(including service of process)

Equitrans, L.P.
Attn: Legal Department
2200 Energy Dr.
Canonsburg, PA 15317

Telephone: [REDACTED]
Email: [REDACTED]

Shipper:

EQT Energy, LLC,

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Telephone:
Email: [REDACTED]

For Contract Administration Notices:

Equitrans, L.P.
Attn: [REDACTED]
[REDACTED]
2200 Energy Drive
Canonsburg, PA 15317

Telephone: [REDACTED]
Email: [REDACTED]

EQT Energy, LLC

[REDACTED]
[REDACTED]
[REDACTED]

Telephone: [REDACTED]
Email: [REDACTED]

Any notice, request, instruction, correspondence or other document to be given hereunder by either Party shall be in writing and delivered personally, by electronic mail, mailed by certified mail, postage prepaid and return receipt requested, or by express courier. Notice given by personal delivery, certified mail, or express courier shall be effective upon actual receipt. Notice given by electronic mail shall be effective on the date transmitted, provided that confirmation of receipt is obtained by the sender. In the absence of proof of the actual receipt date, notice by personal delivery or overnight courier shall be deemed to have been received on the next Business Day (a "Business Day" is any day that is not a Saturday, Sunday or federal holiday) after it was sent or such earlier time as is confirmed by the receiving Party, and notice given by certified mail shall be deemed to have been received five (5) Business Days after it was sent or such earlier time as is confirmed by the receiving Party. Any Party may change any address to which notice is to be given to it by providing written notice as provided above of such change in address.

17. **Confidentiality.** The Parties shall, and shall cause their respective Affiliates and each of their respective agents, employees, officers, directors, attorneys, auditors and other

representatives (each a “Representative”) to: (a) keep and maintain this Precedent Agreement and the independent provisions hereof in strict confidence; and (b) not disclose any of the provisions of this Precedent Agreement to any person without first obtaining the express written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, that such consent shall not be required to the extent that either Party determines in its reasonable judgment that any such disclosure is required by law, regulation or order of any governmental authority of competent jurisdiction, including but not limited to the FERC, or that disclosure is necessary to enforce the Party’s rights hereunder or to defend itself with respect to litigation. Further, notwithstanding anything else herein to the contrary, the Parties acknowledge and agree that a copy of this Agreement shall be filed with the FERC or any other governmental authority with only such redactions as reasonably necessary and authorized to protect financial information. If a Party fails to prevent any Representative of such Party from preserving any confidence or from making any unauthorized disclosure as provided herein, then such Party will be liable to the other Party for such failure. Each Party acknowledges that any breach of the provisions of this Section 17 will result in irreparable harm to the other Party for which money damages would be an insufficient remedy and that therefore, the other Party will be entitled to seek equitable relief, including an injunction, without prejudice to any other remedy available to such other Party at law.

18. **Term and Survival.** Unless terminated earlier pursuant to its terms, this Precedent Agreement shall terminate upon the Service Commencement Date, except that the Credit Agreement will survive the termination of this Precedent Agreement and will remain in effect during the Contract Term of the Service Agreements.

19. **Miscellaneous.**

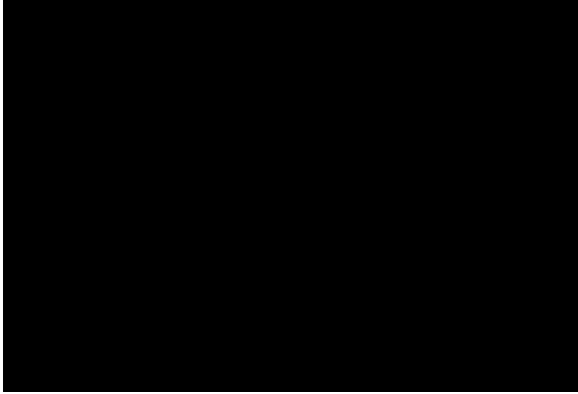
- (a) All recitals and exhibits attached hereto are incorporated into this Precedent Agreement by reference and shall be deemed part of this Precedent Agreement as though they were in the main body of this Precedent Agreement.
- (b) This Precedent Agreement shall not create any rights in third parties, and no provision of this Precedent Agreement shall be construed as creating any obligations for the benefit, or rights in favor of, any person or entity other than Transporter or Shipper, or their successors or permitted assignees.
- (c) No waiver of either Party of any default by the other Party in the performance of any provision, condition or requirement herein shall be deemed a waiver of, or in any manner release the other Party from, future performance of any other provision, condition or requirement, nor shall such waiver be deemed to be a waiver of, or in any manner release the other Party from, future performance of the same provision, condition or requirement. Any delay or omission of either Party to exercise any right hereunder shall not impair the exercise of any such right, or any like right, accruing to it thereafter.
- (d) This Precedent Agreement must be executed and delivered by both Parties to create an abiding contractual commitment.

- (e) The construction, interpretation, and enforcement of this Precedent Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, excluding any conflict of laws rules that refer any matter to the laws of a jurisdiction other than the Commonwealth of Pennsylvania.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Precedent Agreement to be duly executed in several counterparts by their proper officers as of the Effective Date.

Equitrans, L.P.,



EQT Energy, LLC

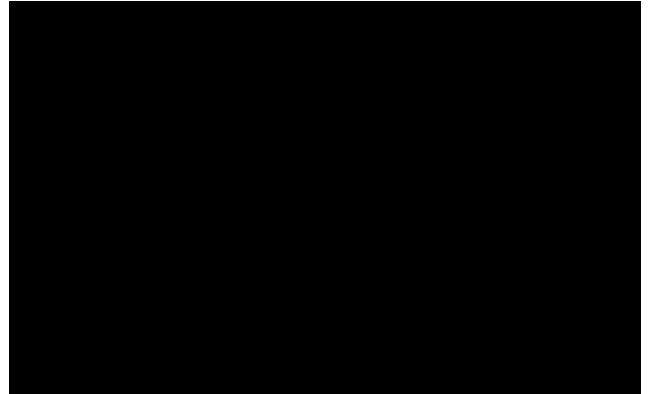


EXHIBIT 1**RECEIPT POINTS AND DELIVERY POINT****FTS OVCx****RECEIPT POINTS**

Receipt Points	MDQ (Dth/day)	Term
Aurora	180,000	10/1/2023 to 12/31/2024
Taurus	20,000	10/1/2023 to 12/31/2024
Michael Kuhn	50,000	10/1/2023 to 12/31/2024
TBD	250,000	1/1/2025 to 9/30/2033

DELIVERY POINTS

Delivery Points	MDQ (Dth/day)	Term
REX Isaly	150,000	10/1/2023 to 9/30/2033
Rover Traveler	100,000	10/1/2023 to 9/30/2033

- * Receipt Point MDQs do not include quantities required for retainage.
- a. In accordance with Transporter's Tariff, Shipper can request to change the Receipt Point MDQ between the points listed above or to add new receipt points to the Service Agreement. In no event shall the combination of Receipt Point MDQs exceed the Contract MDQ.
 - b. Shipper will elect the level of Delivery Point MDQ in the Service Agreement. In accordance with Transporter's Tariff, Shipper can request to change the Delivery Point MDQ or to add new delivery points to the Service Agreement. In no event shall the combination of Delivery Point MDQs exceed the Contract MDQ.
 - c. Shipper acknowledges that Transporter has the right to reject Shipper's request to reallocate between the existing Receipt Points or Delivery Point or to add new receipt point(s) or delivery point(s) if Shipper's Negotiated Rate is less than the Tariff rate for the resulting transportation path.
 - d. The negotiated rates set forth in Exhibit 1 shall only apply to firm service nominated from the Receipt Points to the Delivery Point listed in Exhibit 1 on a primary basis. Recourse rates shall apply to all secondary path nominations.

EXHIBIT 2

CREDIT AGREEMENT

This Credit Agreement (“Credit Agreement”) is made and entered into effective this_ day of_____, 2021, by and between Equitrans, L.P. (“Transporter”) and [EQT Energy, LLC (“Shipper”)]. Each of Transporter and Shipper are sometimes referred to herein individually as “Party” or collectively as “Parties.”

WHEREAS, Transporter owns and operates an interstate natural gas transmission and storage pipeline system in West Virginia and Pennsylvania (“Transporter’s System”); and

WHEREAS, Transporter proposes to expand and extend the Transporter’s System in order to provide additional firm transmission (hereinafter referred to as “Project”); and

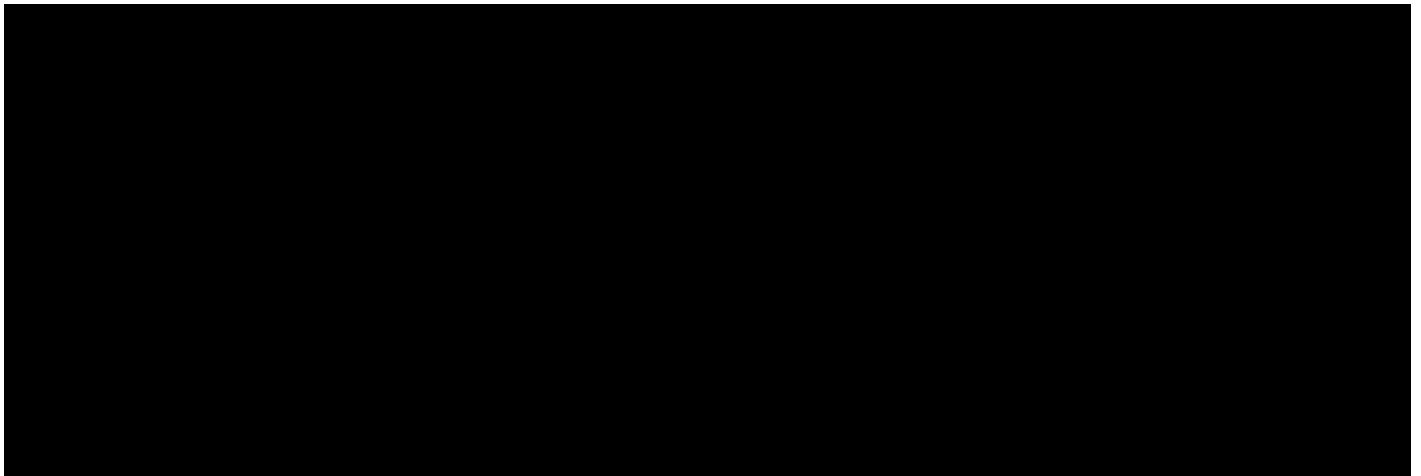
WHEREAS, Transporter and Shipper entered into a Precedent Agreement, dated on or about even date herewith, for additional firm transportation capacity on the Project (“Precedent Agreement”); and

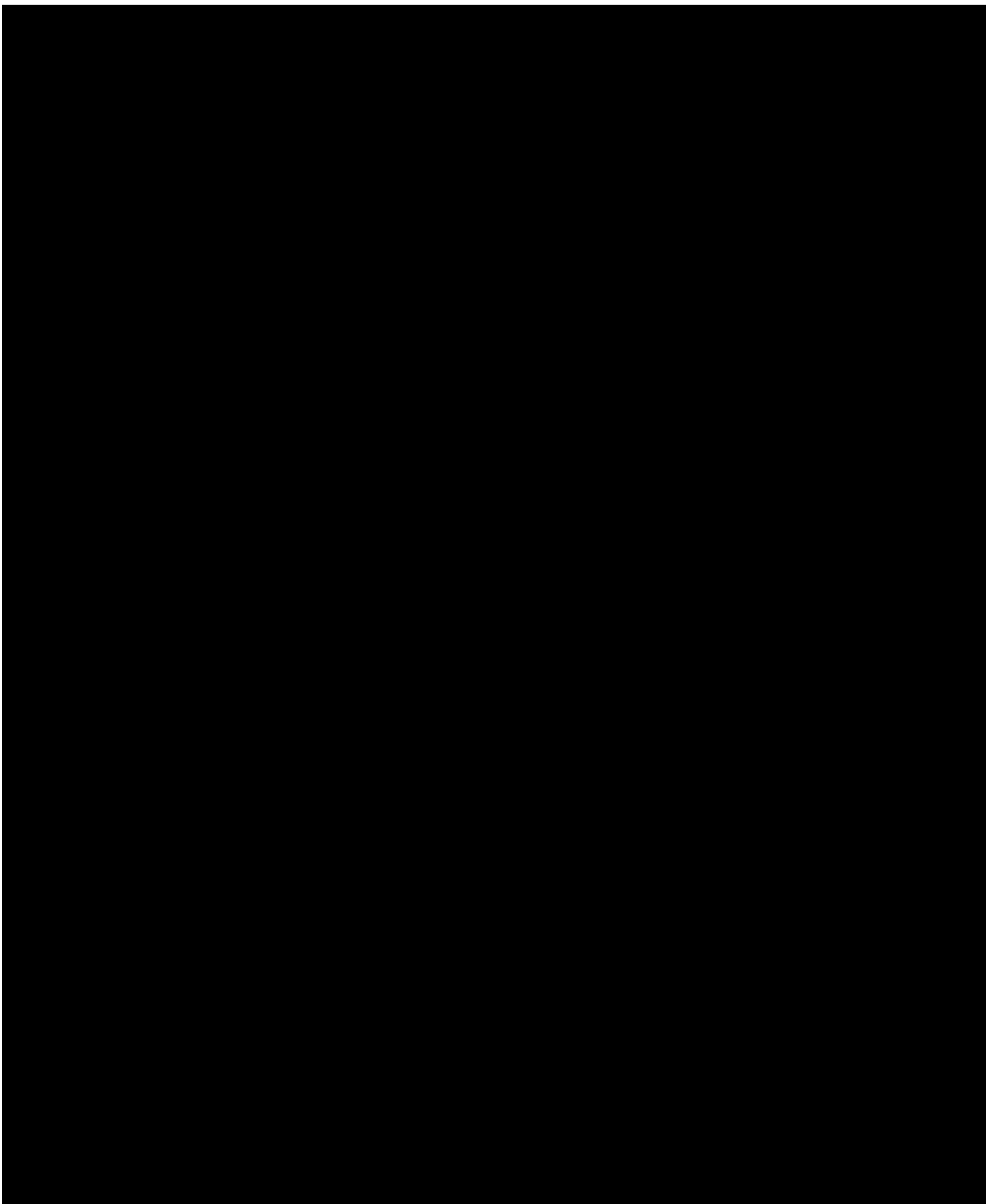
WHEREAS, Transporter and Shipper have or will execute a Service Agreement as contemplated by and in accordance with the Precedent Agreement (“Service Agreement”); and

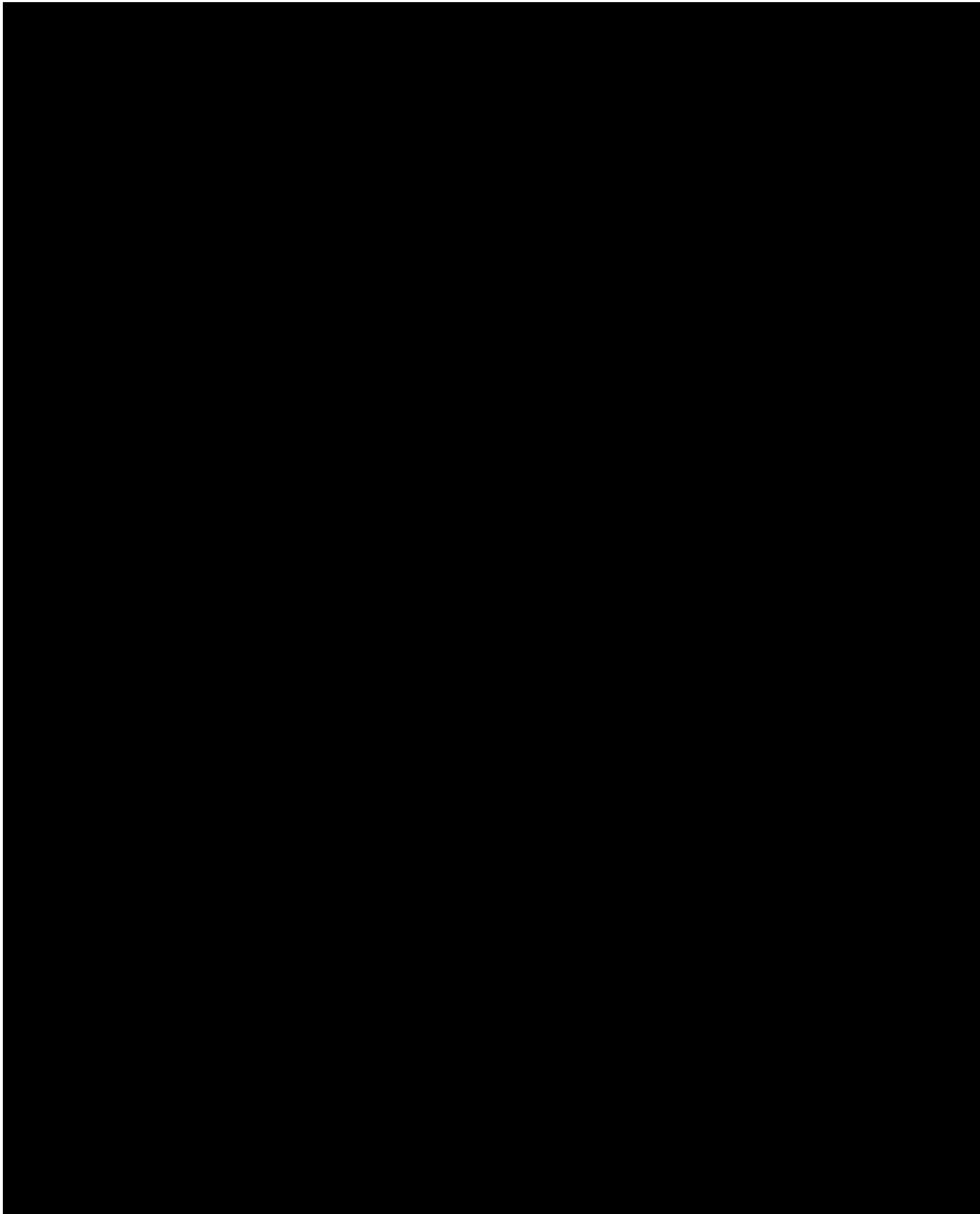
WHEREAS, Transporter will make significant capital expenditures to develop and construct the Project; and

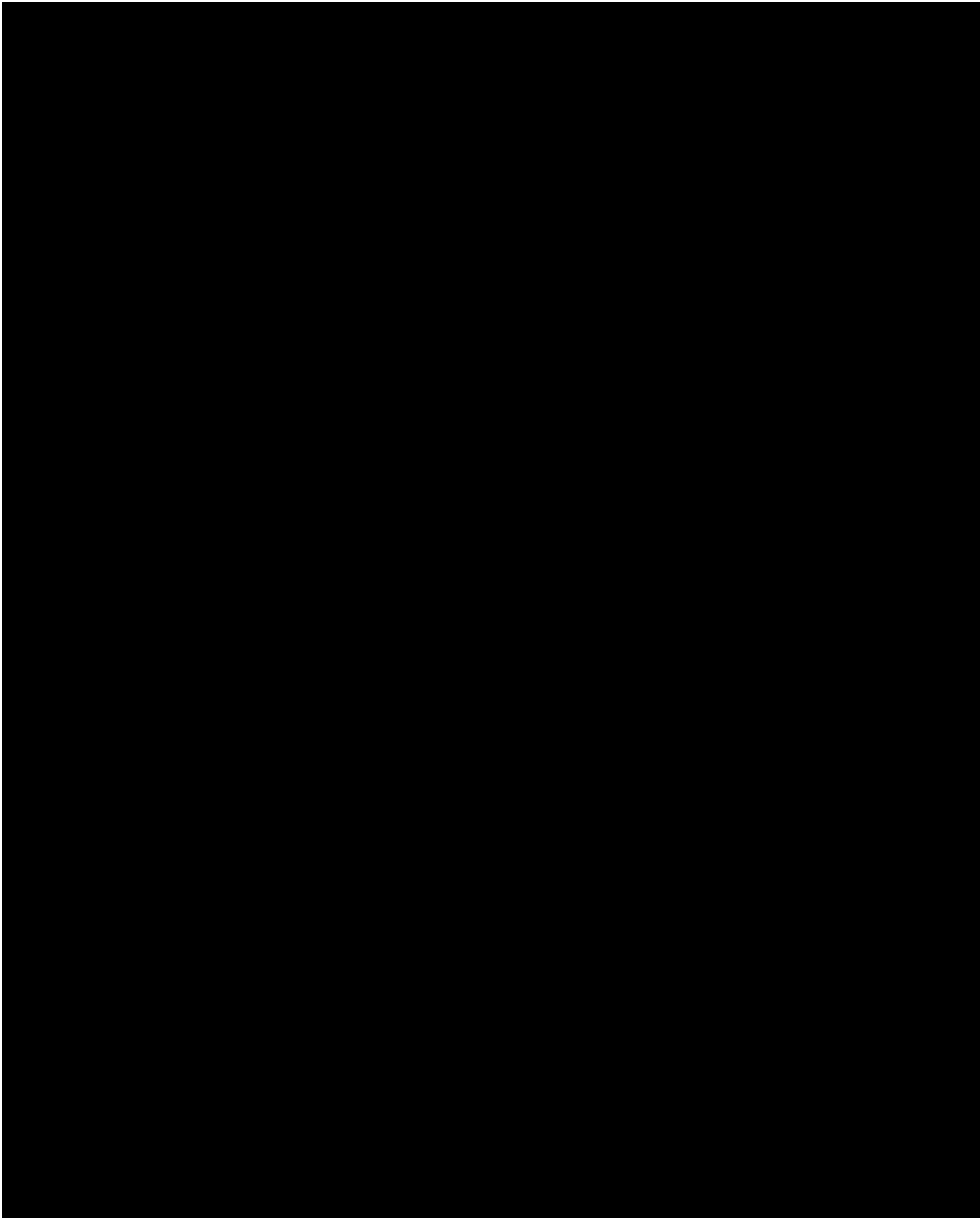
WHEREAS, Transporter desires for Shipper to commit to provide Transporter with assurance of Shipper’s performance of its financial obligations relating to or arising under the Service Agreement in consideration of Transporter’s willingness to pursue the Project in accordance with the terms of the Precedent Agreement.

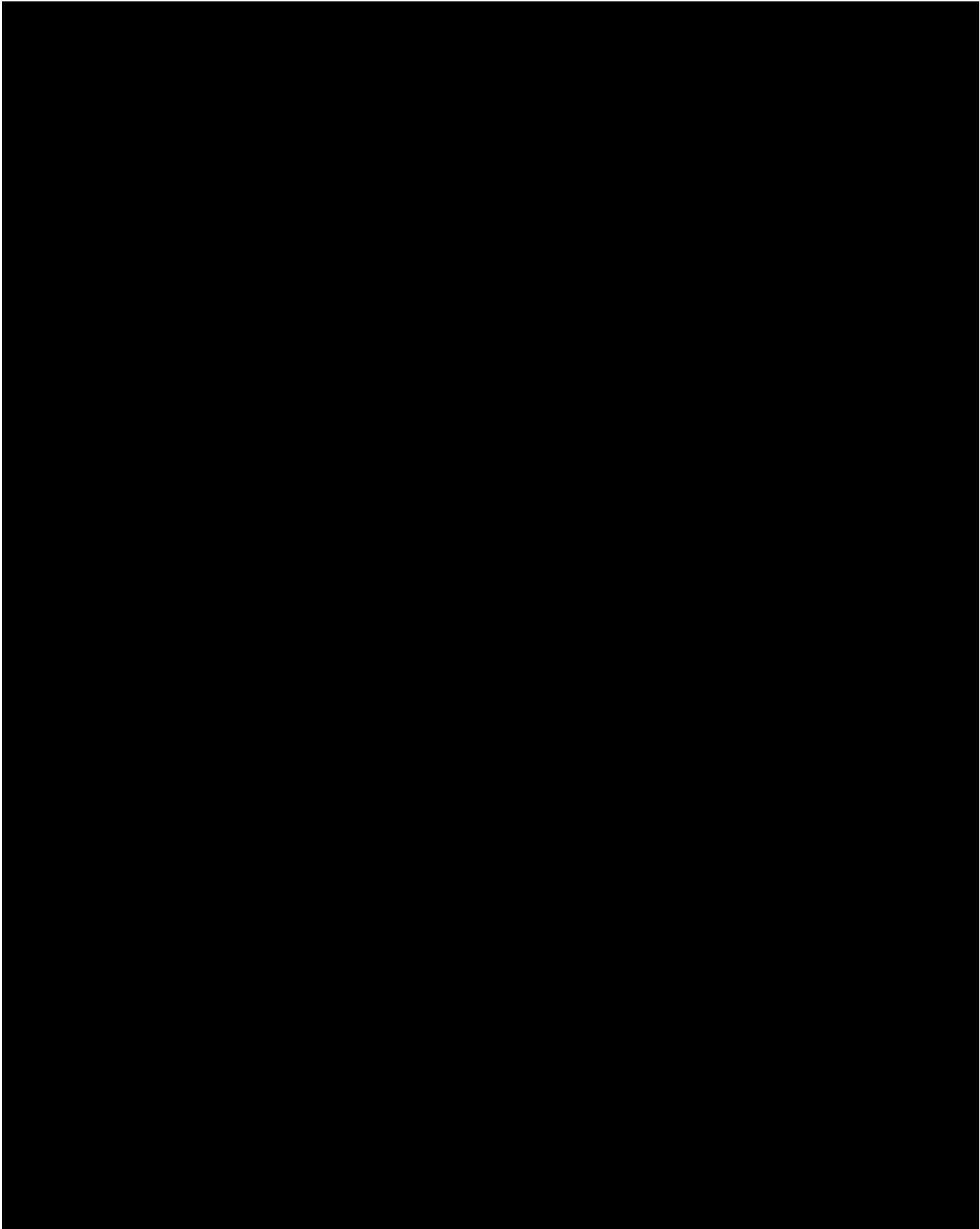
NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, Transporter and Shipper hereby agree as follows:

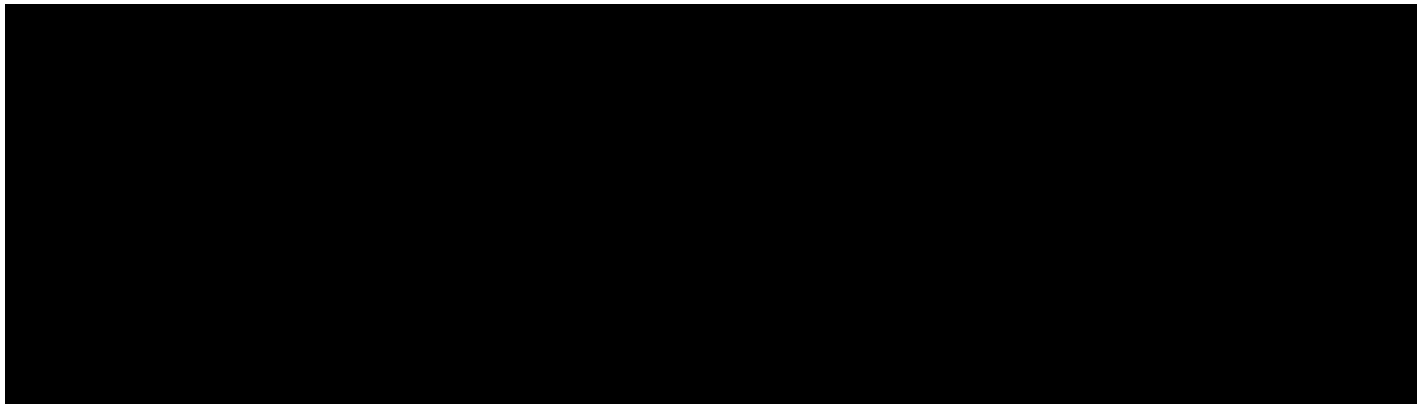












[Signature Page follows]

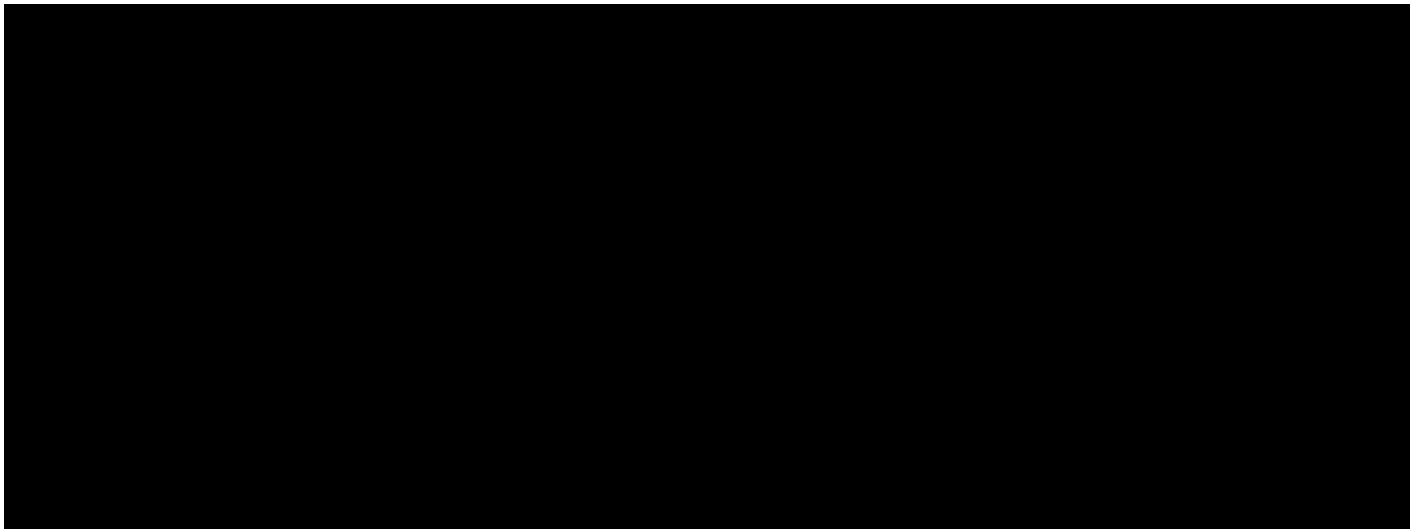


EXHIBIT 3
DEFINITIVE AGREEMENT

- a. Term: In-service date of the Ohio Valley Connector Expansion (“OVCx”) through December 31, 2030.
- b. MDQ: 1,035,000 Dth/Day
- c. Proposed FTS Receipt Points:

Receipt Point(s)	Dth/Day
McIntosh	100,000 dth
Hopewell Ridge	125,000 dth
Callisto	300,000 dth
Aurora	110,000 dth
Beacon H-111 (LP)	50,000 dth
Beacon H-302 (HP)	250,000 dth
Flower (Polecat)	50,000 dth
Bowlby (Drift Ridge)	50,000 dth

- d. Proposed FTS Delivery Points:

<u>Delivery Point(s)</u>	<u>Dth/Day</u>
DTI Pratt	285,000 dth
TETCO Morris II	425,000 dth
TETCO Jefferson	275,000 dth
Rhinehart	50,000 dth

- e. Rates:
 - i. Monthly Reservation Rate: \$9.133 per Dth
 - ii. Commodity Rate: \$0.00 per Dth
 - iii. Authorized Overrun Rate: \$0.25 per Dth
 - iv. EQT shall pay the applicable FERC ACA surcharge
 - v. EQT shall pay the fuel usage, lost and unaccounted for gas percentage retainage factor to recover actual fuel usage and lost and unaccounted for gas.
 - vi. Recourse rates shall apply to all secondary path nominations

EXHIBIT 4

METHODOLOGY FOR DETERMINING FUEL AND LOST AND UNACCOUNTED FOR GAS

Transporter will initially retain 0.53522% of Shipper's nominated receipts volumes to recover fuel and lost and unaccounted for gas.

Transporter will track the actual fuel and lost and unaccounted for gas experienced to provide transportation service on the system. Transporter will account for all under or overrecovered fuel and lost and unaccounted for gas in FERC Account 186. Beginning with the date the Project is placed into service, Transporter shall adjust the Retainage Factor from time to time, but at least on a quarterly basis, to accurately reflect actual experienced fuel and lost and unaccounted for gas on Transporter's transmission system, plus or minus any under or over-recovered fuel and lost and unaccounted for gas; however, in no event will the Retainage Factor be less than zero or greater than 3%. Transporter shall file with FERC for approval to adjust the Retainage Factor to reflect changes in the actual experienced fuel and unaccounted for gas on Transporter's transmission system in accordance with Section 6.28 of Transporter's FERC Gas Tariff. The resulting Retainage Factor shall be effective until the effective date of Transporter's next succeeding Retainage Factor Filing.

Execution Version

PRECEDENT AGREEMENT

This Precedent Agreement (“*Precedent Agreement*”) is made this January 24, 2022 (“*Effective Date*”), by and between Equitrans, L.P. (“*Transporter*”) and HG Energy II Appalachia LLC (“*Shipper*”). Transporter and Shipper are also referred to herein individually as a “*Party*” and collectively as the “*Parties*.”

RECITALS

WHEREAS, Transporter owns and operates an interstate natural gas transmission and storage pipeline system in West Virginia, Pennsylvania, and Ohio (“*Transporter’s System*” or “*System*”); and

WHEREAS, Transporter proposes to modify, expand and extend certain of its transmission facilities in order to provide additional firm transmission service from the Points of Receipt to the Points of Delivery listed in Exhibit 1 (such modification, expansion, and/or extension of the System, and the incremental capacity created therefrom, collectively, the “*Project*”); and

WHEREAS, the Project will be subject to the jurisdiction of the Federal Energy Regulatory Commission (“*FERC*” or “*Commission*”); and

WHEREAS, Transporter will file with FERC for necessary approvals for the construction and operation of the Project, and to provide services on the Project facilities; and

WHEREAS, on June 3, 2021, Transporter conducted, per the terms of its FERC Gas Tariff, a binding Open Season for the Project; and

WHEREAS, Shipper participated in the binding Open Season for capacity as set forth in Sections 3 and 4 below; and

WHEREAS, Shipper has indicated an interest in entering into a binding agreement for the transportation of natural gas by Transporter on capacity made available by the Project.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and intending to be legally bound by the terms herein, Transporter and Shipper agree as follows:

1. **Facilities**. Transporter shall proceed with the development of the Project to create new firm transportation capacity and to provide access to receipt and delivery points as further described herein (such new capacity to be referred to as the “*Project Capacity*”).

- (a) The Project will provide new firm transportation capacity and is expected to include installing approximately 6 miles of pipeline, incremental compression capacity and interconnections and meter stations.
- (b) Transporter shall make available to Shipper Project Capacity at the receipt point (“**Receipt Point**”) and delivery point (“**Delivery Point**”) for the Project as set forth on Exhibit 1; *provided, however*, that in the event that Shipper requests changes to the location of the Receipt Point, or additional Receipt Points, prior to construction, Transporter shall use commercially reasonable efforts to accommodate such request.
- (c) Transporter shall be responsible for the acquisition, design, construction, installation, acquisition of land rights, and permitting of the Project facilities to provide the services on the Project Capacity.
- (d) Shipper shall be responsible for making all arrangements with, and/or acquiring any services from, upstream and downstream pipelines and natural gas suppliers that may be necessary for Shipper to utilize the Project Capacity. Shipper’s failure to have adequate upstream or downstream facilities or facility or supply arrangements in place shall not relieve Shipper of its obligations under this Precedent Agreement, the Credit Agreement or the Service Agreements (together the “**Contract Documents**”).

2. **Approvals/Shipper Status.**

- (a) Transporter shall be responsible for filing for all necessary approvals or authorizations with FERC for the construction and operation of the Project.
- (b) Equitrans’ 2021 System Expansion Binding Open Season defined an Anchor Shipper as any party that commits to an MDQ of at least 150,000 Dth/ day for a minimum term of ten (10) years. Pursuant to this Agreement, Shipper has committed to firm capacity of 40,000 Dth/day for a term of ten years. Therefore, Shipper is a shipper, but not an “**Anchor Shipper**”, with respect to the Project Capacity.

3. **Service Commencement Date, Maximum Daily Quantity, and Term.**

- (a) As of and from the Service Commencement Date (as hereinafter defined), Transporter shall provide, and Shipper shall receive from and pay Transporter for, firm transportation service in the quantity selected by Shipper as set forth in the capacity subscription table below (“**Capacity Subscription**”) and at the Receipt Points and Delivery Points listed in Exhibit 1.

Capacity Subscription Table

Rate Schedule FTS Service Agreement Anticipated Service Date	Maximum DailyQuantity (MDQ)(Dth/Day)	MDQ Term
--	---	----------

1893	80,000	10 years from the Service Commencement Date
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- (b) Subject to terms and conditions hereof, Transporter shall have the right to reduce the MDQ specified in Section 3(a) if a reduction is necessary to comply with any FERC regulation, requirement, directive or order, or with Transporter’s FERC Gas Tariff. In the event Transporter proposes a reduction in MDQ in order to comply with any FERC regulation, requirement, directive or order, or with Transporter’s FERC Gas Tariff, the Parties shall promptly meet and work in good faith to attempt to agree upon a negotiated MDQ that is commercially acceptable to both Parties.
- (c) The “*Anticipated Service Date*” shall be the date by which Transporter anticipates that the Project will be placed into service. The Anticipated Service Date for the Project is October 1, 2023. The “*Service Commencement Date*” for the Project shall be the first day of the month immediately following the date on which Transporter is authorized by FERC to commence service on the Project facilities and Transporter is first able, in its reasonable judgment, to render service to Shipper utilizing the Project Capacity. Transporter agrees to use commercially reasonable efforts to construct the Project facilities and to make the facilities available for service by the Anticipated Service Date.
- (d) Within thirty (30) days following the date on which the FERC issues an order granting Transporter a certificate of public convenience and necessity to construct the Project facilities, each of Shipper and Transporter agree to execute and deliver the “Transportation Service Agreement applicable to Firm Transportation Service under Rate Schedule FTS” (“*Service Agreement*”) set forth in Transporter’s FERC Gas Tariff as approved by FERC at the time of such execution, with only such modifications as necessary to reflect the rates, terms and conditions of service set forth in this Precedent Agreement.
- (e) The Contract Term for the Service Agreement shall commence on the Service Commencement Date and shall expire on the 10th anniversary of the Service Commencement Date (the “*Term*”).

4. **Rates.**

- (a) Subject to review and approval by the Commission, Shipper and Transporter have agreed upon negotiated rates as set forth in the negotiated rate table below, which rates shall apply to the forward-haul path beginning at the Receipt Points and terminating at the Delivery Points as shown on Exhibit 1.

Negotiated Rate Table

Monthly Reservation Rate (\$/Dth)	Usage Charge (\$/Dth)	Overrun Rate (\$/Dth)
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- (b) The Monthly Reservation Rates shall be adjusted annually during the term of the Service Agreement to reflect any material increase or decrease in ad valorem taxes or other governmental fees or charges applicable to Transporter solely with respect to service provided to Shipper on the Project as measured from the Effective Date (“**Fee Increase**”), where such Fee Increase increases the cost of providing service to Shipper under the Service Agreement. Such adjustment for the Fee Increases shall be in increments of not less than \$0.01/Dth.

- (c) In addition to the Monthly Reservation Rate, Usage Charge and Overrun Rate, Shipper shall pay: (i) a percentage of actual fuel and lost and unaccounted-for gas, based on actual fuel and lost and unaccounted-for gas and subject to review and approval by the Commission, to recover fuel usage, lost and unaccounted-for gas on the Project (“**Retainage Rate**”) (see Exhibit 3 hereto), (ii) the applicable FERC ACA surcharge and (iii) any future surcharges approved by FERC. The Retainage Rate will be considered a negotiated Retainage Rate, subject to FERC’s negotiated rate policies.

5. **Transporter’s Conditions Precedent.**

- (a) Transporter’s obligations under the Service Agreement are subject to the conditions precedent set forth in this Section 5. Transporter shall use commercially reasonable efforts to satisfy the conditions precedent applicable to its own actions, and, except as provided in Section 5(a)(i), Transporter shall have the sole right to determine whether these conditions precedent have been satisfied or to waive the satisfaction of any condition precedent:
 - (i) Transporter’s receipt of all necessary authorizations from FERC to commence construction of the Project facilities and provide service on the Project facilities, which authorizations are satisfactory to Transporter in form and substance.

 - (ii) Transporter’s receipt of all permits, licenses, authorizations, rights-of-way, regulatory consents (with the exception of necessary FERC authorizations covered by Section 5(a)(i) above), environmental permits and land use or zoning permits necessary for the construction and operation of the Project, which authorizations are satisfactory in form and substance to Transporter in its sole discretion. Transporter agrees that if all such authorizations from the FERC are consistent with the terms of this Precedent Agreement, they shall be deemed to be satisfactory to Transporter.

 - (iii) Execution by Shipper of a Credit Agreement in the form attached as Exhibit 2;

- (iv) Transporter's receipt within 30 days of the execution by both Parties of this Agreement, of required approval from its chief executive officer (or his delegate) and Board of Directors, or that of its parent company or equivalent governance body, to proceed with the development of the Project.
 - (v) Transporter's completion of construction of the necessary Project facilities required to provide firm transportation service and Transporter being ready and able to place such facilities into service.
- (b) If any of the conditions precedent set forth in Section 5(a) are not satisfied or waived by Transporter, or if the obligations stated in Section 8 are not met by Shipper, Transporter shall have the right to provide written notice to Shipper of its intention to terminate this Precedent Agreement, the Service Agreement and the Credit Agreement, as applicable; provided, however, that with respect to each such condition precedent or obligation, unless the right to terminate is exercised by written notice provided within thirty (30) days of the date on which such right to terminate for failure of such condition precedent or obligation first becomes effective, any such right to terminate shall be deemed to have been waived. Such notice shall designate each condition precedent or obligation giving rise to the right to provide such notice of termination. Unless all such conditions or obligations are satisfied within thirty (30) days after the receipt of such notice from Transporter or the Parties mutually agree otherwise in writing, this Precedent Agreement, the Service Agreement and the Credit Agreement shall terminate effective upon the expiration of said thirty (30) day period, without any liability on the part of Transporter to Shipper. Transporter shall use commercially reasonable efforts to satisfy the conditions precedent applicable to its own actions set forth in Section 5(a) by the deadlines set forth therein.
- (c) Transporter shall not be liable in any manner to Shipper due to Transporter's failure to complete the construction of the Project within the timeframe contemplated herein, provided that Transporter has met its obligations to use commercially reasonable efforts in accordance with the terms hereof.

6. Shipper's Conditions Precedent.

- (a) Shipper's obligations under the Service Agreement are subject to the conditions precedent set forth in this Section 6. Shipper shall use commercially reasonable efforts to satisfy the conditions precedent, and Shipper shall have the sole right to determine whether the conditions precedent have been satisfied or to waive such conditions precedent:
- (i) Shipper's receipt within 30 days of the execution by both Parties of this Agreement, of required approval from its chief executive officer (or his delegate) and Board of Directors, or that of its parent company or equivalent governance body, to proceed with the execution of the Credit Agreement and Service Agreement and approval to execute the Credit Agreement.

- (b) If any of the conditions precedent set forth in Section 6(a) are not satisfied or waived by the date set forth therein, Shipper shall have the right to provide written notice to Transporter of its intention to terminate this Precedent Agreement, the Service Agreement and the Credit Agreement, as applicable; provided however, that, with respect to each such condition precedent or obligation, unless the right to terminate is exercised by written notice provided within thirty (30) days of the date on which such right to terminate for failure of such condition precedent or obligation first becomes effective, any such right to terminate shall be deemed to have been waived. Such notice shall designate each condition precedent or obligation giving rise to the right to provide such notice of termination. Unless all such conditions or obligations are satisfied within thirty (30) days after the receipt of such notice from Shipper or the Parties mutually agree otherwise in writing, this Precedent Agreement, the Service Agreement and the Credit Agreement shall terminate effective upon the expiration of said thirty (30) day period, without any liability on the part of Shipper to Transporter except as specifically set forth in Section 10(d) of this Precedent Agreement.

7. **Transporter's Obligations.**

- (a) Transporter agrees to use commercially reasonable efforts to seek and to obtain by the Anticipated Service Date the contractual and property rights, financing arrangements and regulatory approvals, including the necessary authorizations from FERC, as may be necessary to construct and operate the Project so as to provide firm transportation service to Shipper consistent with the terms and conditions agreed to in this Precedent Agreement, and Transporter agrees to use commercially reasonable efforts to construct the Project facilities and to place such facilities into service by the Anticipated Service Date. Transporter shall have the right to terminate this Precedent Agreement, the Service Agreement and the Credit Agreement if, in Transporter's reasonable discretion, the FERC order granting Transporter the authority to construct, modify, own or operate any aspect of the Project includes conditions that (i) are inconsistent with the material commercial terms of this Precedent Agreement, and (ii) have a material adverse effect on the economic viability of the Project from Transporter's perspective; provided, Transporter must exercise such right, if ever, no later than thirty (30) days following the date on which Transporter has obtained Natural Gas Act authorization from FERC to construct the Project. In addition, Shipper shall have the right to terminate this Precedent Agreement, the Service Agreement and the Credit Agreement, as applicable, if the applicable FERC certificate issued to Transporter for the Project is issued with conditions or terms that are inconsistent with the terms of this Precedent Agreement with respect to the rate to be paid by Shipper or the term of Service Agreement and not in form and substance substantially as requested, such that the terms or conditions therein will have a material adverse effect on Shipper in Shipper's reasonable judgement (such right to be exercised, if ever, no later than fifteen (15) days following Transporter's delivery to Shipper of the applicable FERC certificate. Once construction of the Project has commenced, Transporter shall keep Shipper informed regarding the progress of constructing the Project by providing Shipper with updates 120 and 60 days prior to the Anticipated Service

Date for such Project. Updates will include Transporter's then-estimate of the projected Service Commencement Date.

- (b) [REDACTED]

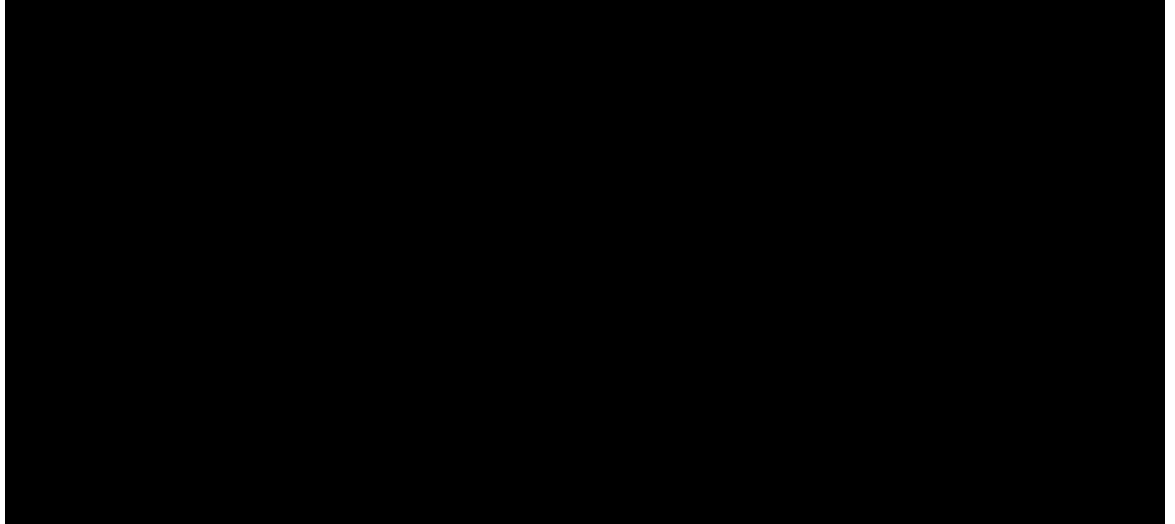
8. **Shipper's Obligations.**

- (a) Within thirty (30) days following the execution of the Precedent Agreement, Shipper shall execute the Credit Agreement and provide to Transporter, for prior and future costs incurred by Transporter in connection with this Precedent Agreement, financial assurance as required therein. Shipper shall meet Transporter's creditworthiness requirements or provide the required credit assurance as set forth in the Credit Agreement on a continuous basis commencing on the effective date of the Credit Agreement and continuing through the term of the Service Agreement.
- (b) On the Service Commencement Date Transporter shall provide the service set forth in the Service Agreement, and, if provided, Shipper shall pay the applicable charges as set forth in the Service Agreement for such services.
- (c) Shipper agrees to apply for, and will seek with commercially reasonable diligence to obtain, any regulatory authorizations it deems necessary for it to utilize the Project for the service described herein, including with respect to Shipper facilities upstream or downstream of the Project.
- (d) Shipper will cooperate with Transporter to provide, on a timely basis, all information in Shipper's or its Affiliate's possession requested by Transporter that Transporter deems reasonably necessary for obtaining approvals to construct and operate the Project, including but not limited to information required to prepare, file and prosecute Transporter's request to FERC for the Project. Shipper gives consent for filing any negotiated rate or non-conforming Service Agreement with the Commission that is consistent with this Precedent Agreement and agrees to support the Project before the Commission and not oppose, obstruct or otherwise interfere in any manner with the efforts of Transporter to obtain necessary permits, licenses, authorizations, rights-of-way, regulatory consents, environmental permits and land use or zoning permits so long as consistent with the terms of this Precedent Agreement.

9. **Termination.**

- (a) Unless terminated sooner pursuant to the terms herein, this Precedent Agreement shall terminate upon the Service Commencement Date.

(b)



(c) If Shipper fails to execute the Credit Agreement as provided herein or to satisfy Transporter's creditworthiness or credit assurance requirements set forth in the Credit Agreement by the effective date of the Credit Agreement or at any time thereafter through the term of the Credit Agreement, Transporter may terminate this Precedent Agreement, the Service Agreement (if executed) and the Credit Agreement in accordance with Section 5(b).

(d) The Parties agree that if (i) Transporter terminates this Precedent Agreement on the basis of Shipper's default, breach, bankruptcy, insolvency or any other failure to perform by Shipper, or (ii) Shipper breaches its obligations under Section 8(c) and/or knowingly interferes with or obstructs the receipt by Transporter of the authorizations and/or exemptions contemplated by and consistent with this Precedent Agreement as requested by Transporter and, as a direct result of such actions by Shipper, Transporter does not receive the authorizations and/or exemptions in form and substance necessary for the Project as set forth in this Precedent Agreement, or Shipper terminates this Agreement for any reason after construction has commenced, then Shipper shall



(e) NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS OR PUNITIVE, SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY MANNER RELATED TO THIS PRECEDENT AGREEMENT, AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF OR THE SOLE, CONCURRENT OR CONTRIBUTORY NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT OF EITHER PARTY, REGARDLESS OF THE FACT THAT THE PARTY FROM WHOM LOST PROFITS ARE SOUGHT WAS AWARE OF THE POTENTIAL FOR LOST PROFITS OR SIMILAR DAMAGES.

10. **Assignment.** This Precedent Agreement may be assigned by either Party with the consent of the other Party, such consent not to be unreasonably conditioned, withheld or delayed, to any entity, including an entity which may succeed such Party by purchase, merger, joint venture or consolidation, and any such successor in interest shall have all of the rights and obligations of the assigning Party hereunder. Furthermore, either Party may, as security for its indebtedness, assign, mortgage or pledge any of its rights or obligations under this Precedent Agreement to any other entity, and the other Party will execute any commercially reasonable consent agreement with such entity and provide such commercially reasonable certificates and other documents as the assigning Party may reasonably request in connection with any such assignment. Except as security in accordance with the preceding sentence, any purported assignment by either Party of its rights and obligations hereunder shall be void *ab initio* without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided, with respect to a Shipper assignee, that any otherwise permitted assignee meets Transporter's obligations in the Credit Agreement.

11. **Representations and Warranties.** Each Party represents and warrants to each other as follows:
 - (a) Such Party is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, and is in good standing in each other jurisdiction where the failure to so qualify would have a material adverse effect upon the business or financial condition of such Party.
 - (b) The execution, delivery and performance of this Precedent Agreement by such Party does not and will not require the consent of any trustee or holder of any indebtedness, or be subject to or inconsistent with other obligations of such Party under any other agreement.
 - (c) This Precedent Agreement has been duly executed and delivered by such Party. This Precedent Agreement constitutes the legal, valid, binding and enforceable obligation of such Party, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws of general application relating to or affecting creditor's rights generally and by general equitable principles.
 - (d) Except as specified herein, no governmental authorization, approval, order, license, permit, franchise or consent, and no registration, declaration or filing with any governmental authority is required on the part of such Party in connection with the execution and delivery of this Precedent Agreement.

12. **Force Majeure.**
 - (a) In the event that Transporter is rendered unable wholly or in part by Force Majeure to carry out its obligations under this Precedent Agreement, the obligations of Transporter so far as they are affected by such Force Majeure shall be suspended during the continuance of such inability to perform, provided that Transporter gives

proper notice, but for no period longer than the continuation of the inability to perform caused by such Force Majeure, and such cause shall be remedied by Transporter, to the extent possible, with all reasonable dispatch. Proper notice shall be written notice delivered electronically or otherwise that describes the full particulars of the Force Majeure event, delivered within thirty (30) calendar days of the date on which Transporter became aware of such event. Transporter shall not be liable for damages to Shipper for any act, omission or circumstance occasioned by or in consequence of Force Majeure, *provided* that the party claiming the existence of Force Majeure shall use all reasonable efforts to remedy any situation that may interfere with the performance of its obligations hereunder; *provided further*, the settlement of strikes or other labor disturbances shall be in Transporter's sole discretion.

- (b) The term "*Force Majeure*" shall include any act, event or circumstance, or any combination thereof that is beyond the reasonable control of Transporter and which event or circumstance, or any combination thereof, has not been caused by or contributed to by the acts or omissions of Transporter. Subject to the requirements of the preceding sentence, the term "*Force Majeure*" shall include, to the extent meeting the foregoing criteria, but shall not be limited to, the following: acts of God, the public enemy, fire, freezes, floods, storms, accidents, breakdowns of pipeline or equipment not caused by the negligence of Transporter, unplanned facility repairs not caused by the negligence of Transporter, changes in operational parameters, pressures or other operational difficulties experienced by any third party pipeline transporter to transport Gas not caused by the negligence of Transporter, including without limitation any strikes and any other industrial, civil or public disturbance, the inability to obtain materials, supplies or labor, and any laws, orders, rules, regulations, acts or restraints of any government or governmental body or authority, failure or delay by any governmental body or authority to timely provide requested certificates, permits or approval necessary for completion of projects provided that Transporter has timely prosecuted the application for any such certificates, permits or approvals, refusal of landowners to cooperate in the provision of rights-of-way necessary for completion of projects provided that Transporter has used reasonable efforts to obtain such rights-of-way, weather-related disruptions and delays of the necessary activities for completion of projects, civil or military, and any other cause, whether of the kind herein enumerated or otherwise. Notwithstanding the preceding sentence, in no case will changes in market conditions, prices or the economic viability of the Project be considered an event of Force Majeure.

13. **Dispute Resolution; Jury Waiver.** Subject to Section 18, any dispute, controversy or claim arising out of or relating to the rights and obligations under the Contract Documents shall be settled upon the mutual agreement of the Parties by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association or similar rules. Such arbitration shall be held in Allegheny County, Pennsylvania. The Parties agree to submit to the jurisdiction of the arbitration panel at such venue. The award rendered by the arbitrator(s) shall be final, and judgment upon the arbitration award may be entered in any court having jurisdiction thereof. If either Party

chooses to resolve any dispute by litigation, then the Parties irrevocably agree to submit to the exclusive jurisdiction of the Court of Common Pleas of Allegheny County, Pennsylvania or the United States District Court for the Western District of Pennsylvania, except to the extent that such dispute is subject to FERC jurisdiction. Any Party bringing a legal action or proceeding against the other Party arising out of or relating to this Agreement may bring the legal action or proceeding in the Court of Common Pleas of Allegheny County, Pennsylvania or the United States District Court for the Western District of Pennsylvania, Pittsburgh Division. Each Party waives, to the fullest extent permitted by law (i) any objection that it may now or later have to the laying of venue of any legal action or proceeding arising out of or relating to this Agreement brought in the Court of Common Pleas of Allegheny County, Pennsylvania or the United States District Court for the Western District of Pennsylvania, Pittsburgh Division; and (ii) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum. The Parties shall proceed diligently with any undisputed performance under the Contract Documents notwithstanding the existence of any dispute, controversy or claim, and during the pendency of any dispute resolution process as set forth in this Section. Notwithstanding the foregoing, in the event that a Party is sued or subjected to any other action or proceedings relating to Shipper's or Transporter's performance hereunder in any other state or forum, such Party shall have the right to join the other Party and prosecute its claims, or any one or more of them, against that Party in such other suit, action or proceeding. EACH PARTY HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY DISPUTE ARISING FROM OR UNDER THIS AGREEMENT OR ANY OF THE CONTRACT DOCUMENTS.

14. **Modifications or Waivers.** No modification or waiver of the terms and provisions of this Precedent Agreement shall be or become effective except by the execution by both Parties of a written amendment.

15. **Notices.** Notices under this Precedent Agreement shall be sent to:

Transporter:

For Legal Notices
(including service of process)

Equitrans, L.P.
Attn: Legal Department
2200 Energy Dr.
Canonsburg, PA 15317

Telephone: [REDACTED]
Email: [REDACTED]

For Contract Administration Notices:

Equitrans, L.P.
Attn: [REDACTED]

Shipper:

HG Energy II Appalachia LLC,

Attn: [REDACTED]
[REDACTED]
[REDACTED]

Telephone: [REDACTED]
Email: [REDACTED]

Transporter:

For Legal Notices
(including service of process)

Equitrans, L.P.
Attn: Legal Department
2200 Energy Dr.
Canonsburg, PA 15317

Telephone: [REDACTED]
Email: [REDACTED]

Director
2200 Energy Drive
Canonsburg, PA 15317

Telephone: [REDACTED]
Email: [REDACTED]

Shipper:

HG Energy II Appalachia LLC,
Attn: [REDACTED]
[REDACTED]
[REDACTED]

Telephone: [REDACTED]
Email: [REDACTED]

Any notice, request, instruction, correspondence or other document to be given hereunder by either Party shall be in writing and delivered personally, by electronic mail, mailed by certified mail, postage prepaid and return receipt requested, or by express courier. Notice given by personal delivery, certified mail, or express courier shall be effective upon actual receipt. Notice given by electronic mail shall be effective on the date transmitted, provided that confirmation of receipt is obtained by the sender. In the absence of proof of the actual receipt date, notice by personal delivery or overnight courier shall be deemed to have been received on the next Business Day (a "***Business Day***" is any day that is not a Saturday, Sunday or federal holiday) after it was sent or such earlier time as is confirmed by the receiving Party, and notice given by certified mail shall be deemed to have been received five (5) Business Days after it was sent or such earlier time as is confirmed by the receiving Party. Any Party may change any address to which notice is to be given to it by providing written notice as provided above of such change in address.

16. **Confidentiality.** The Parties shall, and shall cause their respective Affiliates and each of their respective agents, employees, officers, directors, attorneys, auditors and other representatives (each a "***Representative***") to: (a) keep and maintain this Precedent Agreement and the independent provisions hereof in strict confidence; and (b) not disclose any of the provisions of this Precedent Agreement to any person without first obtaining the express written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, that such consent shall not be required to the extent the disclosing party provides prior written notice of such disclosure and (i) that either Party determines in its reasonable judgment that any such disclosure is required by law, regulation or order of any governmental authority of competent jurisdiction, including but not limited to the FERC, or that disclosure is necessary to enforce the Party's rights hereunder or to defend itself with respect to litigation; or (ii) such disclosure is made (A) to

a third person in connection with a proposed sale or other transfer of all or any portion of a Party's assets and properties related to the subject matter of this Agreement, provided that such third Person agrees in writing to be bound by the terms of this Section 16; (B) to its own directors, officers, employees, agents and representatives; or (C) to financial advisors, attorneys, banks, and existing or prospective equity or debt financing or funding providers, provided that such persons are subject to a confidentiality undertaking consistent with this Section 16. Further, notwithstanding anything else herein to the contrary, the Parties acknowledge and agree that a copy of this Agreement shall be filed with the FERC or any other governmental authority with only such redactions as reasonably necessary and authorized to protect financial information. If a Party fails to prevent any Representative of such Party from preserving any confidence or from making any unauthorized disclosure as provided herein, then such Party will be liable to the other Party for such failure. Each Party acknowledges that any breach of the provisions of this Section 16 will result in irreparable harm to the other Party for which money damages would be an insufficient remedy and that therefore, the other Party will be entitled to seek equitable relief, including an injunction, without prejudice to any other remedy available to such other Party at law.

17. **Term and Survival.** Unless terminated earlier pursuant to its terms, this Precedent Agreement shall terminate upon the Service Commencement Date, except that the Credit Agreement will survive the termination of this Precedent Agreement and will remain in effect during the Contract Term of the Service Agreements.
18. **Disputes.** Any and all claims, disputes, controversies or other matters in question arising out of or relating to the Contract Documents, including as related to the termination thereof, (each of which is referred to herein as a "*Dispute*") will be submitted to senior executives of each Party who shall meet within fifteen (15) Days of a request for such meeting and attempt in good faith to resolve the dispute within thirty (30) Days of their initial meeting. If senior executives fail to resolve the Dispute within that period, the Parties shall meet to discuss possible retention of a mediator to resolve the Dispute through non-binding mediation, provided, however, that participation in such mediation shall be voluntary. Absent an agreement upon the terms of mediation, each Party retains all rights, in its sole discretion, to agree at the time to arbitration or to resort to any other means to resolve the Dispute. Except to the extent a Party is expressly permitted to suspend or terminate performance under the Contract Documents, the Parties agree to continue to perform their respective obligations under the Contract Documents while any Dispute is pending. The provisions of this Section 18 shall survive any expiration or termination of the Contract Documents.
19. **Miscellaneous.**
 - (a) All recitals and exhibits attached hereto are incorporated into this Precedent Agreement by reference and shall be deemed part of this Precedent Agreement as though they were in the main body of this Precedent Agreement.
 - (b) This Precedent Agreement shall not create any rights in third parties, and no provision of this Precedent Agreement shall be construed as creating any obligations

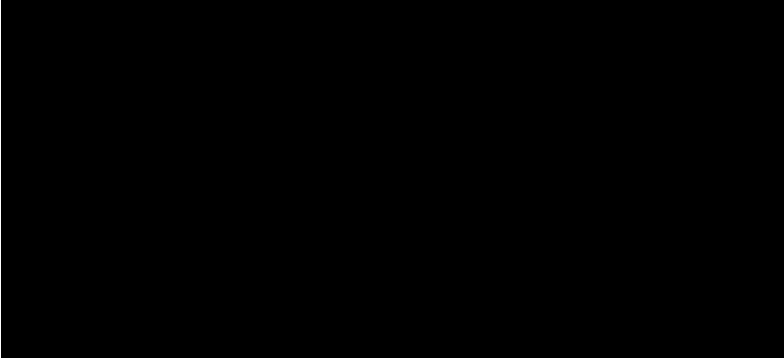
for the benefit, or rights in favor of, any person or entity other than Transporter or Shipper, or their successors or permitted assignees.

- (c) No waiver of either Party of any default by the other Party in the performance of any provision, condition or requirement herein shall be deemed a waiver of, or in any manner release the other Party from, future performance of any other provision, condition or requirement, nor shall such waiver be deemed to be a waiver of, or in any manner release the other Party from, future performance of the same provision, condition or requirement. Any delay or omission of either Party to exercise any right hereunder shall not impair the exercise of any such right, or any like right, accruing to it thereafter.
- (d) This Precedent Agreement must be executed and delivered by both Parties to create a binding contractual commitment.
- (e) The construction, interpretation, and enforcement of this Precedent Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, excluding any conflict of laws rules that refer any matter to the laws of a jurisdiction other than the Commonwealth of Pennsylvania.

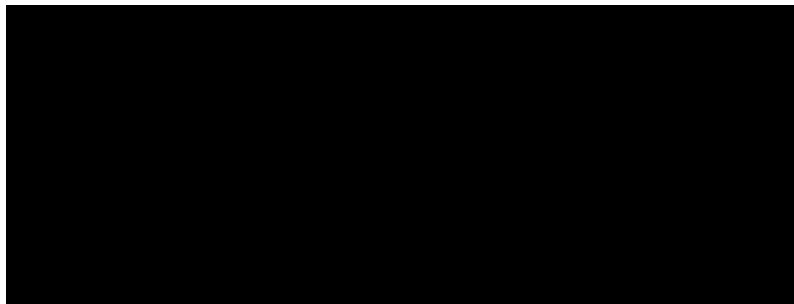
[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Precedent Agreement to be duly executed in several counterparts by their proper officers as of the Effective Date.

Equitrans, L.P,



HG Energy II Appalachia, LLC



[SIGNATURE PAGE OF PRECEDENT AGREEMENT]

EXHIBIT 1**RECEIPT POINTS AND DELIVERY POINT****FTS OVCx****RECEIPT POINTS**

Receipt Points	MDQ (Dth/day)
Mobley	80,000

DELIVERY POINTS

Delivery Points	MDQ (Dth/day)
REX Isaly	80,000

- * Receipt Point MDQs do not include quantities required for retainage.
- a. In accordance with Transporter's Tariff, Shipper can request to change the Receipt Point MDQ between the points listed above or to add new receipt points to the Service Agreement. In no event shall the combination of Receipt Point MDQs exceed the Contract MDQ.
 - b. Shipper will elect the level of Delivery Point MDQ in the Service Agreement. In accordance with Transporter's Tariff, Shipper can request to change the Delivery Point MDQ or to add new delivery points to the Service Agreement. In no event shall the combination of Delivery Point MDQs exceed the Contract MDQ.
 - c. Shipper acknowledges that Transporter has the right to reject Shipper's request to reallocate between the existing Receipt Points or Delivery Point or to add new receipt point(s) or delivery point(s) if Shipper's Negotiated Rate is less than the Tariff rate for the resulting transportation path.
 - d. The negotiated rates set forth in Exhibit 1 shall only apply to firm service nominated from the Receipt Points to the Delivery Point listed in Exhibit 1 on a primary basis. Recourse rates shall apply to all secondary path nominations.
- * Receipt Point MDQs do not include quantities required for retainage.

EXHIBIT 2
CREDIT AGREEMENT

[See Attached]

CREDIT AGREEMENT

This Credit Agreement (“Credit Agreement”) is made and entered into effective this 24th day of January, 2022, by and between Equitrans, L.P. (“Transporter”) and HG Energy II Appalachia, LLC. Each of Transporter and Shipper are sometimes referred to herein individually as “Party” or collectively as “Parties.”

WHEREAS, Transporter owns and operates an interstate natural gas transmission and storage pipeline system in West Virginia and Pennsylvania (“Transporter’s System”); and

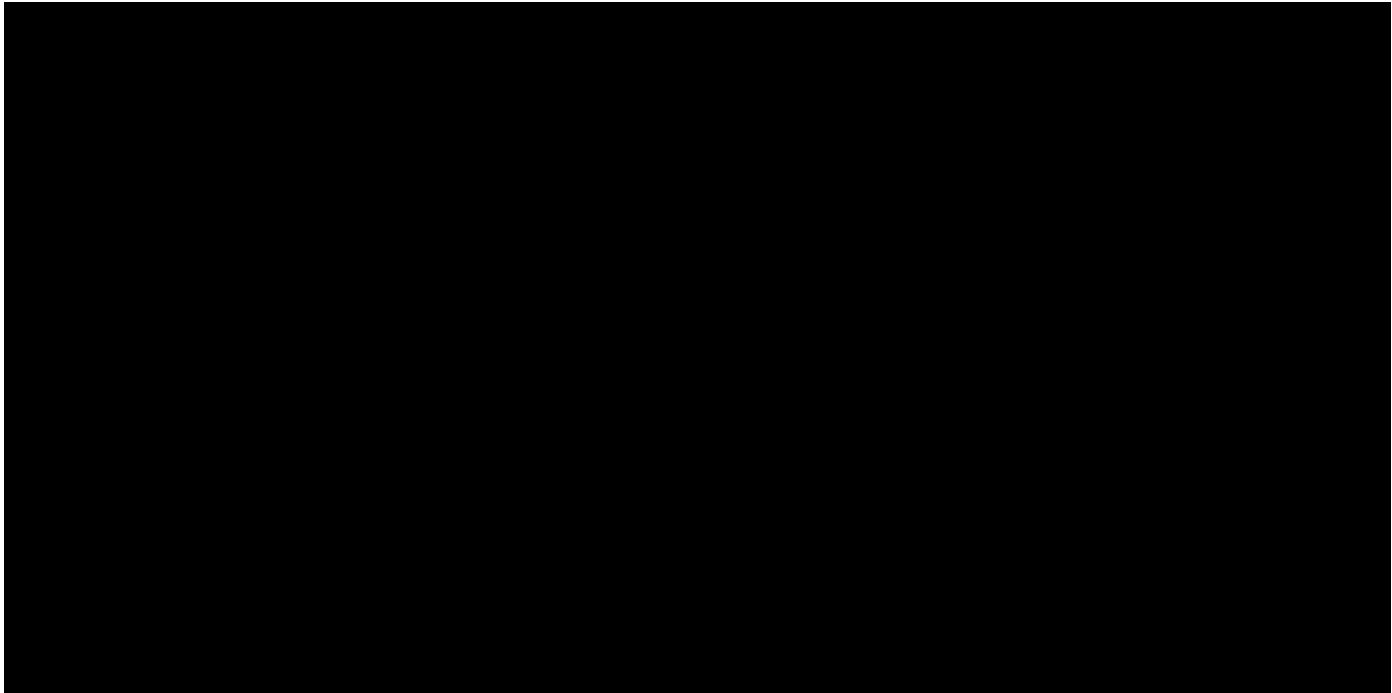
WHEREAS, Transporter proposes to expand and extend the Transporter’s System in order to provide additional firm transmission (hereinafter referred to as “Project”); and

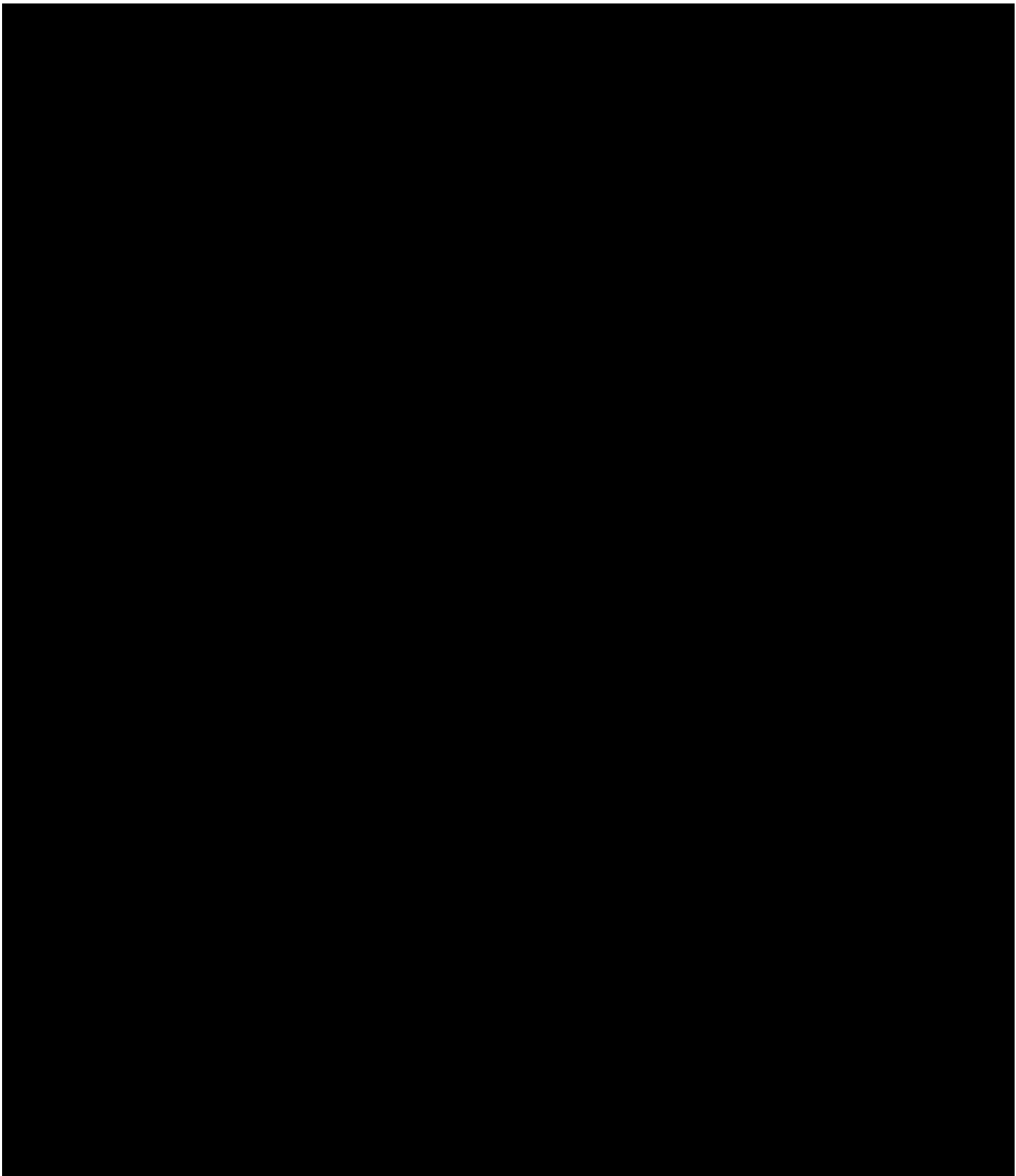
WHEREAS, Transporter and Shipper entered into a Precedent Agreement, dated on or about even date herewith, for additional firm transportation capacity on the Project (“Precedent Agreement”); and

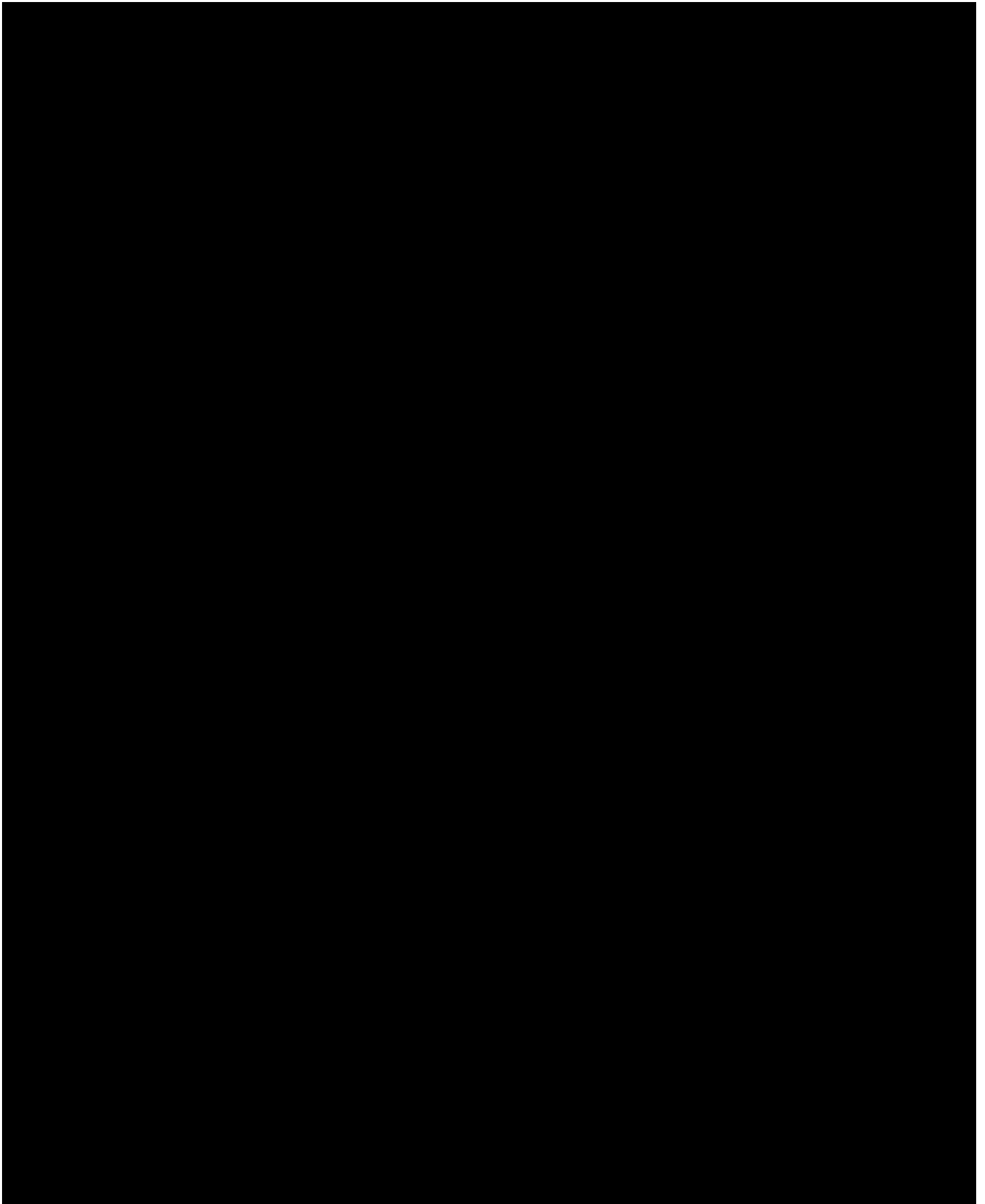
WHEREAS, Transporter and Shipper have or will execute a Service Agreement as contemplated by and in accordance with the Precedent Agreement (“Service Agreement”); and

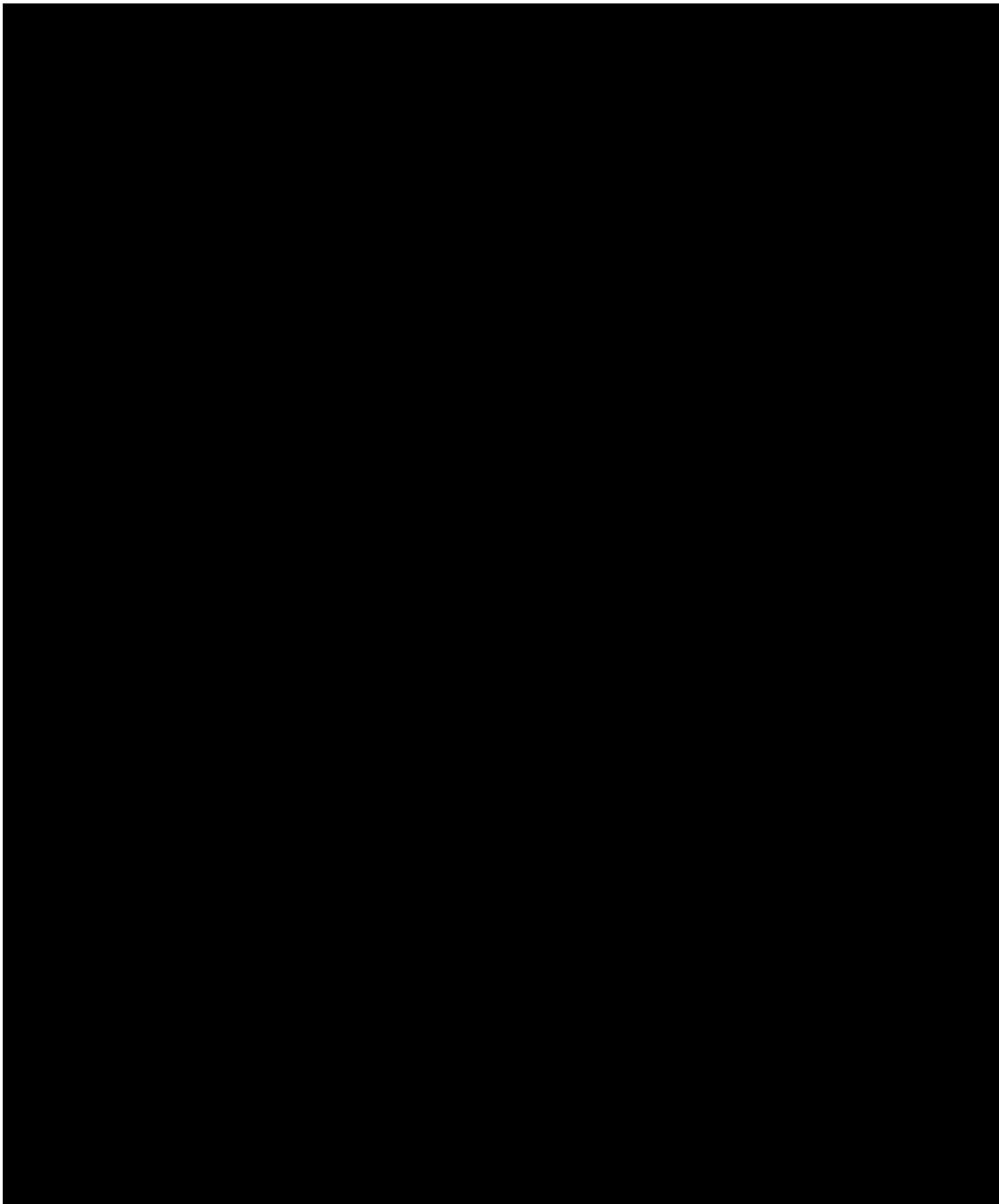
WHEREAS, Transporter will make significant capital expenditures to develop and construct the Project; and

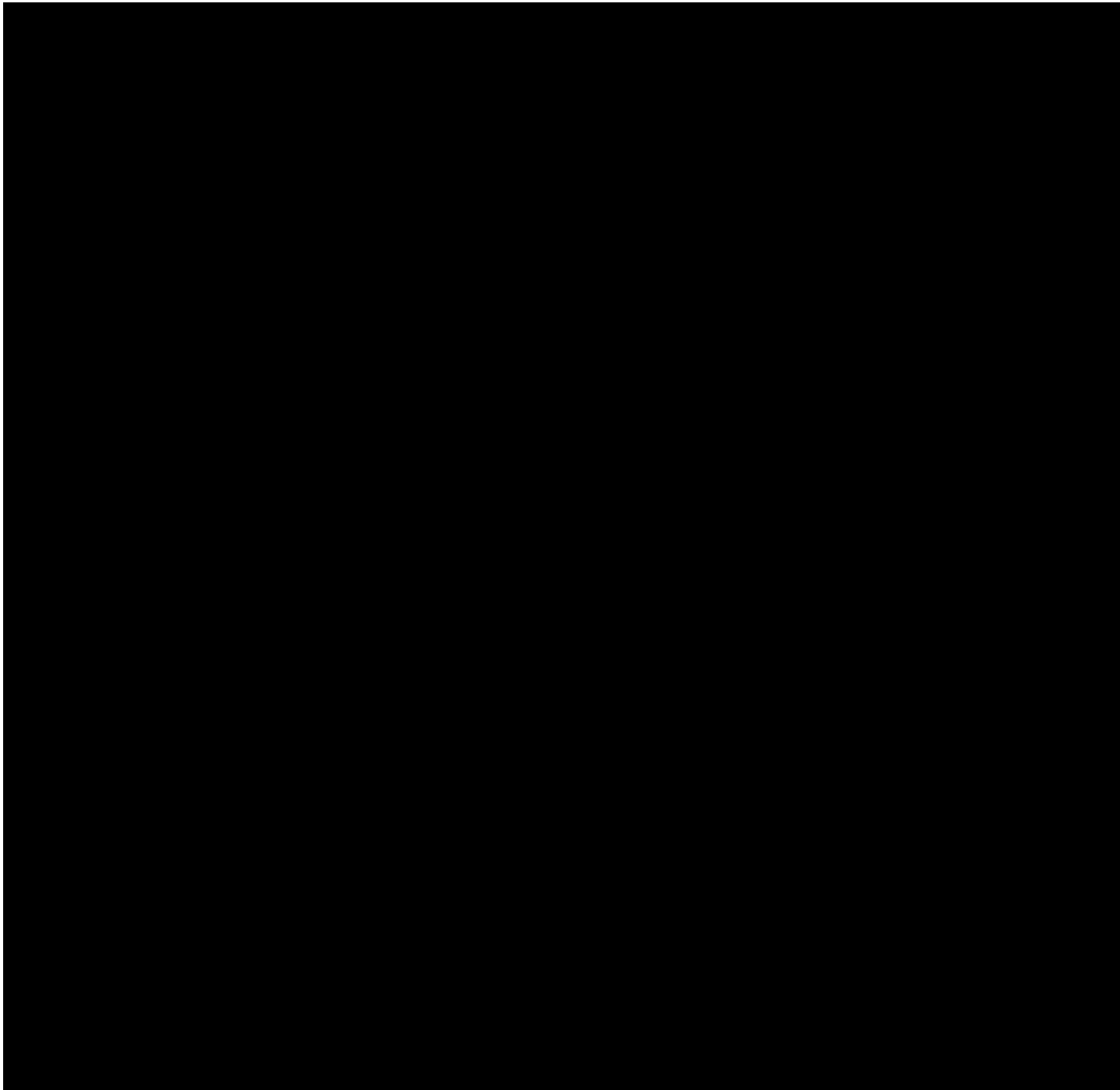
WHEREAS, Transporter desires for Shipper to commit to provide Transporter with assurance of Shipper’s performance of its financial obligations relating to or arising under the Service Agreement in consideration of Transporter’s willingness to pursue the Project in accordance with the terms of the Precedent Agreement.











[Signature Page follows]



EXHIBIT 3

METHODOLOGY FOR DETERMINING FUEL AND LOST AND UNACCOUNTED FOR GAS

Transporter will initially retain 0.53522% of Shipper's nominated receipts volumes to recover fuel and lost and unaccounted for gas.

Transporter will track the actual fuel and lost and unaccounted for gas experienced to provide transportation service on the system. Transporter will account for all under or overrecovered fuel and lost and unaccounted for gas in FERC Account 186. Beginning with the date the Project is placed into service, Transporter shall adjust the Retainage Factor from time to time, but at least on a quarterly basis, to accurately reflect actual experienced fuel and lost and unaccounted for gas on Transporter's transmission system, plus or minus any under or over-recovered fuel and lost and unaccounted for gas; however, in no event will the Retainage Factor be less than zero. Transporter shall file with FERC for approval to adjust the Retainage Factor to reflect changes in the actual experienced fuel and unaccounted for gas on Transporter's transmission system in accordance with Section 6.28 of Transporter's FERC Gas Tariff. The resulting Retainage Factor shall be effective until the effective date of Transporter's next succeeding Retainage Factor Filing.

EXHIBIT A
to the
TRANSPORTATION SERVICE AGREEMENT
between EQUITRANS, L.P.
and
EQT ENERGY, LLC,
pursuant to Rate Schedule FTS
Contract No. 852 Dated 09/24/2014

Date of this Exhibit A: 12/ 6 /2021
Effective Date of this Exhibit A: OVCX In-Service Date (as defined below)
Supersedes Exhibit A Dated: 12/6/2021 (effective 1/1/2022)

1. Notices and Correspondence shall be sent to:

Equitrans, L.P.

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

EQT ENERGY, LLC

Address:
625 Liberty Avenue Suite 1700
Pittsburgh, PA 15222

Representative: EQT Energy Scheduling
Phone: 412-395-2609
E-mail Address: EEScheduling@eqt.com
DUNS: 03-585-8708
Federal Tax I.D. No.: 02-0750473
Other contact information if applicable:

2. Service Under this Agreement is provided on:

- Mainline System (includes the Sunrise Transmission System and the Ohio Valley Connector)
- _____ Allegheny Valley Connector

3. Maximum Daily Quantity (MDQ):

<u>Base MDQ (Dth)</u>	<u>Winter MDQ (Dth)</u>	<u>Effective Date</u>
1,035,000	1,035,000	OVCX In-Service Date (as defined below)

4. Primary Receipt and Delivery Point(s)

<u>Primary Receipt Point(s)**</u> <u>(Meter No. and/or Meter</u> <u>Name)</u>	<u>Base</u> <u>MDQ</u> <u>Allocation</u>	<u>Winter</u> <u>MDQ</u> <u>Allocation</u>	<u>Effective</u> <u>Date</u>
M5259543 – McIntosh	100,000 dth	100,000 dth	OVCX In-Service Date (as defined below)
17172 – Hopewell Ridge	125,000 dth	125,000 dth	OVCX In-Service Date (as defined below)
17112 – Callisto	300,000 dth	300,000 dth	OVCX In-Service Date (as defined below)
M5440680 – Aurora	110,000 dth	110,000 dth	OVCX In-Service Date (as defined below)
TBD – Beacon H-111 (LP)	50,000 dth	50,000 dth	OVCX In-Service Date (as defined below)
TBD – Beacon H-302 (HP)	250,000 dth	250,000 dth	OVCX In-Service Date (as defined below)
M5414023 – Flower (Polecat)	50,000 dth	50,000 dth	OVCX In-Service Date (as defined below)
M5414021 – Bowlby (Drift Ridge)	50,000 dth	50,000 dth	OVCX In-Service Date (as defined below)

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

<u>Primary Delivery Point(s)</u> <u>(Meter No. and/or Meter</u> <u>Name)</u>	<u>Base</u> <u>MDQ</u> <u>Allocation</u>	<u>Winter</u> <u>MDQ</u> <u>Allocation</u>	<u>Effective</u> <u>Date</u>
11027 – Pratt to DTI	285,000 dth	285,000 dth	OVCX In-Service Date (as defined below)
73705 – Morris 2	425,000 dth	425,000 dth	OVCX In-Service Date (as defined below)
73713 – Jefferson	275,000 dth	275,000 dth	OVCX In-Service Date (as defined below)
11169 – Rhinehart (To TCO)	50,000 dth	50,000 dth	OVCX In-Service Date (as defined below)

5. Effective Date and Term: This Exhibit A is effective the first day of the month immediately following the date on which Equitrans, L.P. is authorized by FERC to commence service on the OVCX Project (“OVCX In-Service Date”), which is anticipated to be October 1, 2023, and continues in full force and effect through 12/31/2030.* For agreements twelve (12) months or longer, Customer and/or Equitrans may terminate the agreement at the end of the primary term by providing at least six (6) 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 _____ *
- for a period of _____ *
- year to year* (subject to termination on six (6) 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)

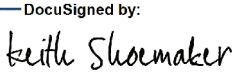
* In accordance with Section 6.28 of the General Terms and Conditions, a right of first refusal may apply; any contractual right of first refusal will be set forth in Section 6 of this Exhibit A.

6. Other Special Provisions:

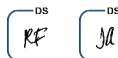
None.

IN WITNESS WHEREOF, Customer and Equitrans have executed this Exhibit A by their duly authorized officers, effective as of the date indicated above.

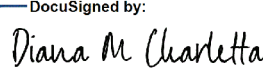
CUSTOMER:

By  12/4/2021 | 12:48 PM
989AD52078B14C8...
 Keith Shoemaker (Date)


Title: Senior Vice President, Commercial
EQT Energy, LLC



EQUITRANS, L.P.:

By  12/6/2021 | 12:09 PM EST
5CC02BC3BB6B4AF...
 Diana M. Charletta (Date)

Title: President and Chief Operating
Officer



OPTIONAL EXHIBIT C
to the
TRANSPORTATION SERVICE AGREEMENT
between EQUITRANS, L.P.
and EQT ENERGY, LLC,
pursuant to Rate Schedule FTS
Contract No. 852 Dated 9/24/2014

Date of this Exhibit C: 12/ 6 /2021
Effective Date of this Exhibit C: OVCX In-Service Date (as defined below)
Supersedes Exhibit C Dated: 12/6/2021 (effective 1/1/2022)

Negotiated Rate Agreement

1. In accordance with Section 6.30 of the General Terms and Conditions of Equitrans' Tariff, Equitrans and Customer agree that the following negotiated rate provisions will apply under the Agreement:

Monthly Reservation Rate	9.133 per Dth
Commodity Rate	\$0.00 per Dth
Authorized Overrun Rate	\$0.25 per Dth
Customer shall pay the applicable FERC ACA surcharge.	

In addition, Customer shall pay the fuel usage, lost and unaccounted for gas percentage retainage factor to recover actual fuel usage, lost and unaccounted for gas based on the following calculation. Equitrans will initially retain 0.53522% of Customer's nominated receipts volumes to recover fuel, lost and unaccounted for gas. Equitrans will track the actual experienced fuel and lost and unaccounted for gas experienced to provide transportation service on the Mainline System. Equitrans will account for the under or over recovered fuel and lost and unaccounted for gas associated with this Agreement in FERC Account 186. Beginning with the Effective Date, Equitrans shall adjust the Retainage Factor from time to time, but at least on an annual basis, to more accurately reflect actual experienced fuel and lost and unaccounted for gas; however, in no event will the Retainage Factor be less than zero. Equitrans shall file with the Commission for approval to adjust the Retainage Factor to reflect changes in the actual experienced fuel and unaccounted for gas on the Mainline System. The resulting Retainage Factor shall be effective until the effective date of Equitrans' next succeeding filing to update the Retainage Factor for this Agreement.

The Rates and Retainage Factor will be considered negotiated rates, subject to FERC's negotiated rate policies, and will only apply to nominations on Equitrans' System from Aurora Receipt Point (Meter# M5440680), Beacon H-111 (LP) Receipt Point (Meter# TBD), Beacon H-302 (HP) Receipt Point (Meter# TBD), Callisto Receipt Point (Meter# 17112), McIntosh Receipt Point (Meter# M5259543), Hopewell Ridge (Meter# 17172), Flower (Polecat) Receipt Point (Meter# M5414023), Bowlby (Drift Ridge) Receipt Point (Meter# M5414021) to Pratt to DTI Delivery Point (Meter# 11027), Rhinehart to TCO

Delivery Point (Meter# 11169), Jefferson Delivery Point (Meter# 73713) or Morris 2 Delivery Point(Meter# 73705).

Shipper shall also be subject to any FERC mandated surcharges, imposed by FERC on an industry wide and generally applicable basis to shippers on interstate pipelines. Transporter shall assess the impact of any such FERC proposed surcharge on its Shippers and use commercially reasonable efforts to minimize the application or impact of such surcharge on Transporter’s Shippers, provided that such efforts by Transporter shall not include any obligation on or risk to Transporter of cost responsibility for such surcharge.

Except as expressly stated herein, Equitrans’ applicable maximum rates and charges set forth in the Statement of Rates of its Tariff continue to apply.

2. Customer acknowledges that it is electing Negotiated Rates as an alternative to the rates and charges set forth in the Statement of Rates of Equitrans’ Tariff applicable to Rate Schedule FTS, as revised from time to time.

3. This Exhibit C is effective the first day of the month immediately following the date on which Equitrans, L.P. is authorized by FERC to commence service on the OVCX Project (“OVCX In-Service Date”) , which is anticipated to be October 1, 2023, and continues in effect through 12/31/2030.

4. In the event any provision of this Exhibit C is held to be invalid, illegal or unenforceable by any court, regulatory agency, or tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions, terms or conditions shall not in any way be affected or impaired thereby, and the term, condition, or provision which is held illegal or invalid shall be deemed modified to conform to such rule of law, but only for the period of time such order, rule, regulation, or law is in effect.

5. Other Special Provisions:

None.

IN WITNESS WHEREOF, Customer and Equitrans have executed this Exhibit C by their duly authorized officers, effective as of the date indicated above.

CUSTOMER:

EQUITRANS, L.P.:

DocuSigned by:
By Keith Shoemaker 12/4/2021 | 12:48 PM EST
989AD52078B14C8...
Keith Shoemaker (Date)

DocuSigned by:
By Diana M Charletta 12/6/2021 | 12:09 PM EST
5CC02BC3BB6B4AF...
Diana M. Charletta (Date)

Title: Senior Vice President, Commercial
EQT Energy, LLC

Title: President and Chief Operating
Officer