

Texas Eastern Transmission, LP

FERC NGA Gas Tariff

Filed Agreements

Effective on January 1, 2017

(Version 1.0.0, Section 9.) EQT Energy, LLC - contract 910900

Option Code "A"

SERVICE AGREEMENT
FOR RATE SCHEDULE FT-1

Date: 12/19/16

Contract No. 910900-R4

SERVICE AGREEMENT

This AGREEMENT is entered into by and between Texas Eastern Transmission, LP, ("Pipeline") and EQT ENERGY, LLC ("Customer").

WHEREAS, Customer and Pipeline are currently parties to an executed service agreement dated February 27, 2013, under Pipeline's Rate Schedule FT-1 (Pipeline's Contract No. 910900R3); and

WHEREAS, Customer and Pipeline desire to enter into this Service Agreement to supersede Pipeline's currently effective Contract No. 910900R3;

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

1. Pipeline shall deliver and Customer shall take and pay for service pursuant to the terms of this Agreement and subject to Pipeline's Rate Schedule FT-1 and the General Terms and Conditions of Pipeline's Tariff, which are incorporated herein by reference and made a part hereof.
2. The Maximum Daily Quantity (MDQ) for service under this Agreement and any right to increase or decrease the MDQ during the term of this Agreement are listed on Exhibit D attached hereto. The Point(s) of Receipt and Point(s) of Delivery, respectively, are listed on Exhibits A and B attached hereto. Customer's Zone Boundary Entry Quantity and Zone Boundary Exit Quantity for each of Pipeline's Zones are specified on Exhibit C attached hereto. Exhibit(s) A, B, C, and D are incorporated herein by reference and made a part hereof.

Pipeline shall not be obligated to, but may at its discretion, receive at any Point of Receipt on any Day a Quantity of Gas in excess of the applicable Maximum Daily Receipt Obligation (MDRO), plus Applicable Shrinkage, but shall not receive in the aggregate at all Points of Receipt on any Day a Quantity of Gas in excess of the applicable MDQ, plus Applicable Shrinkage. Pipeline shall not be obligated to, but may at its discretion, deliver at any Point of Delivery on any Day a Quantity of Gas in excess of the applicable Maximum Daily Delivery Obligation (MDDO), but shall not deliver in the aggregate at all Points of Delivery on any Day a Quantity of Gas in excess of the applicable MDQ.

3. This Agreement shall be effective on January 1, 2017 and shall continue for a term ending on and including October 31, 2019 ("Primary Term") and shall remain in force from year to year thereafter unless terminated by either party upon 1 year prior written notice (provided on or before October 31, 2018) prior to the end of the Primary Term or any successive term thereof. Customer has the sole right to terminate this Agreement effective October 31, 2018, if Customer has provided written notice on or before October 31, 2017. This Agreement may be terminated at any time by Pipeline in the event Customer fails to pay part or all of the amount of any bill for service hereunder and such failure continues for thirty (30) days after payment is due; provided, Pipeline gives thirty (30) days prior written notice to Customer of such termination and provided further such termination shall not be effective if, prior to the date of termination, Customer either pays such outstanding bill or furnishes a good and sufficient surety bond or other form of security reasonably acceptable to Pipeline guaranteeing payment to Pipeline of such outstanding bill. Any portions of this Agreement necessary to correct or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Pipeline's Tariff shall survive the other parts of this Agreement until such time as such balancing has been accomplished.

If this Agreement qualifies as a "ROFR Agreement" as defined in the General Terms and Conditions of Pipeline's Tariff, the provision of a termination notice by either Customer or Pipeline, pursuant to the preceding paragraph, a notice of partial reduction in MDQ pursuant to Exhibit D or the expiration of this Agreement of its own terms triggers Customer's right of first refusal under Section 3.13 of the General Terms and Conditions of Pipeline's Gas Tariff.

4. Maximum rates, charges, and fees shall be applicable to service pursuant to this Agreement except during the specified term of a discounted rate or a Negotiated Rate to which Customer and Pipeline have agreed. Provisions governing such discounted rate shall be as specified in the Discount Confirmation to this Agreement. Provisions governing such Negotiated Rate and term shall be as specified on an appropriate Statement of Negotiated Rates filed, with the consent of Customer, as part of Pipeline's Tariff. It is further agreed that Pipeline may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other

provisions in the applicable Rate Schedule and General Terms and Conditions of Pipeline's Tariff, and Pipeline shall have the right to place such changes in effect in accordance with the Natural Gas Act. Notwithstanding the foregoing, Customer does not agree that Pipeline shall have the unilateral right without the consent of Customer subsequent to the execution of this Agreement and Pipeline shall not have the right during the effectiveness of this Agreement to make any filings pursuant to Section 4 of the Natural Gas Act to change the MDQ, the term of the agreement, the Point(s) of Receipt, the Point(s) of Delivery or the firm character of the service hereunder. Nothing contained herein shall be construed to deny Customer any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest such changes in whole or in part.

- 5. All Natural Gas tendered to Pipeline for Customer's account shall conform to the quality specifications set forth in Section 5 of Pipeline's General Terms and Conditions. Customer agrees that in the event Customer tenders for service hereunder and Pipeline agrees to accept Natural Gas which does not comply with Pipeline's quality specifications, as expressly provided for in Section 5 of Pipeline's General Terms and Conditions, Customer shall pay all costs associated with processing of such Gas as necessary to comply with such quality specifications. Customer shall execute or cause its supplier to execute, if such supplier has retained processing rights to the Gas delivered to Customer, the appropriate agreements prior to the commencement of service for the transportation and processing of any liquefiable hydrocarbons and any PVR quantities associated with the processing of Gas received by Pipeline at the Point(s) of Receipt under such Customer's service agreement. In addition, subject to the execution of appropriate agreements, Pipeline is willing to transport liquids associated with the Gas produced and tendered for transportation hereunder.
- 6. Unless otherwise required in the Tariff, all notices shall be in writing and shall be considered duly delivered when mailed to the applicable address below or transmitted via facsimile. Customer or Pipeline may change the addresses or other information below by written notice to the other without the necessity of amending this Agreement.

Pipeline: TEXAS EASTERN TRANSMISSION, LP
5400 WESTHEIMER COURT
HOUSTON, TX 77056-5310

Customer: EQT ENERGY, LLC
625 LIBERTY AVE
SUITE 1800
PITTSBURGH, PA 15222

- 7. The interpretation and performance of this Agreement shall be in accordance with the laws of the state of TEXAS, excluding conflicts of law principles that would require the application of the laws of a different jurisdiction.
- 8. This Agreement supersedes and cancels, as of the effective date of this Agreement, the contract(s) between the parties hereto as described below:

All prior contract(s) between the parties related to 910900R3 hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers and/or Representatives thereunto duly authorized to be effective as of the date stated above.

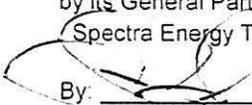
EQT ENERGY, LLC

TEXAS EASTERN TRANSMISSION, LP

by its General Partner

Spectra Energy Transmission Services, LLC

By:  _____

By:  _____

Handwritten initials: PWT, J, VP.

**EXHIBIT A, TRANSPORTATION PATHS
FOR BILLING PURPOSES, DATED 12/19/16,
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")
AND EQT ENERGY, LLC ("Customer")
DATED 12/19/16**

Exhibit A Effective Date: 01/01/2017

(1) Customer's firm Point(s) of Receipt:

Point of Receipt	Description	Maximum Daily Receipt Obligation (plus Applicable Shrinkage) (dth)	Measurement Responsibilities	Owner	Operator
73705	EQT - MORRIS II, GREENE CO., PA. GREENE CO., PA	5,000	TX EAST TRAN	EQUITRANS LP	EQUITRANS LP
73706	EQT- BRADEN RUN, GREENE CO., PA. GREENE CO., PA	185,000	TX EAST TRAN	EQUITRANS LP	EQUITRANS LP
75007	EQUITRANS - MORRIS, PA (DEL 70007/REC 76007) GREENE CO., PA	5,000	TX EAST TRAN	TX EAST TRAN	EQUITRANS LP
75009	EQUITRANS - CRAYNE, PA (D70009/R76009) GREENE CO., PA	5,000	TX EAST TRAN	EQUITRANS	EQUITRANS LP

(2) Customer shall have Pipeline's Master Location List ("MLL"). Customer hereby agrees that Pipeline's MLL as revised and published by Pipeline from time to time is incorporated herein by reference.

Customer hereby agrees to comply with the Receipt Pressure Obligation as set forth in Section 6 of Pipeline's General Terms and Conditions at such Point(s) of Receipt.

EXHIBIT A, TRANSPORTATION PATHS
FOR BILLING PURPOSES, DATED 12/19/16,

Transportation Path	Transportation Path Quantity
M2 to M2	200,000

JK
RW

SIGNED FOR IDENTIFICATION

PIPELINE: _____

Customer: _____

SUPERSEDES EXHIBIT A DATED N/A

Legal Approved by ELS Asset Planning Approved by JDH Credit Approved by WJR

**EXHIBIT B, POINT(S) OF DELIVERY, DATED 12/19/16,
 TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1
 BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")
 AND EQT ENERGY, LLC ("Customer")
 DATED 12/19/16**

Exhibit B Effective Date: 01/01/2017

Point of Delivery	Description	Maximum Daily Delivery Obligation (dth)	Delivery Pressure Obligation	Measurement Responsibilities	Owner	Operator
70004	DOMINION TRANSMISSION INC - CLARINGTON, OH MONROE CO., OH	5,000	AT SUCH PRESSURE AVAILABLE IN PIPELINE'S FACILITIES AT THE POINT OF DELIVERY NOT TO EXCEED THE MAXIMUM ALLOWABLE OPERATING PRESSURE OF THE PIPELINE	TX EAST TRAN	TX EAST TRAN	DOMIN TRANS
70041	COLUMBIA GAS - LEBANON, OH WARREN CO., OH	25,000	AT SUCH PRESSURE AVAILABLE IN PIPELINE'S FACILITIES AT THE POINT OF DELIVERY NOT TO EXCEED THE MAXIMUM ALLOWABLE OPERATING PRESSURE OF THE PIPELINE	TX EAST TRAN	TX EAST TRAN	COLUMBIA GA
* 70215	TEXAS GAS TRANSMISSION LLC - LEBANON, OH WARREN CO., OH	5,000	AT SUCH PRESSURE AVAILABLE IN PIPELINE'S FACILITIES AT THE POINT OF DELIVERY NOT TO EXCEED THE MAXIMUM ALLOWABLE OPERATING PRESSURE OF THE PIPELINE	TX GAS LLC	TX GAS LLC	TX GAS LLC

**EXHIBIT B, POINT(S) OF DELIVERY, DATED 12/19/16,
 TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1
 BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")
 AND EQT ENERGY, LLC ("Customer")
 DATED 12/19/16**

Exhibit B Effective Date: 01/01/2017

Point of Delivery	Description	Maximum Daily Delivery Obligation (dth)	Delivery Pressure Obligation	Measurement Responsibilities	Owner	Operator
73297	DYNEGY WASHINGTON II, LLC WASHINGTON CO., OH	5,000	AT SUCH PRESSURE AVAILABLE IN PIPELINE'S FACILITIES AT THE POINT OF DELIVERY NOT TO EXCEED THE MAXIMUM ALLOWABLE OPERATING PRESSURE OF THE PIPELINE	TX EAST TRAN	DYNEGY WASH	DYNEGY WASH
73334	AEP GENERATION RESOURCES INC.- WATERFORD - WASHINGTON CO., OH	25,000	AT SUCH PRESSURE AVAILABLE IN PIPELINE'S FACILITIES AT THE POINT OF DELIVERY NOT TO EXCEED THE MAXIMUM ALLOWABLE OPERATING PRESSURE OF THE PIPELINE	TX EAST TRAN	AEP GENERAT	AEP GENERAT
* 73580	REX CLARINGTON, MONROE CO., OH MONROE CO., OH	5,000	AT SUCH PRESSURE AVAILABLE IN PIPELINE'S FACILITIES AT THE POINT OF DELIVERY NOT TO EXCEED THE MAXIMUM ALLOWABLE OPERATING PRESSURE OF THE PIPELINE	TX EAST TRAN	ROCKIES EXPR	ROCKIES EXPR

**EXHIBIT B, POINT(S) OF DELIVERY, DATED 12/19/16,
 TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1
 BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")
 AND EQT ENERGY, LLC ("Customer")
 DATED 12/19/16**

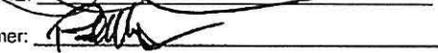
Exhibit B Effective Date: 01/01/2017

Point of Delivery	Description	Maximum Daily Delivery Obligation (dth)	Delivery Pressure Obligation	Measurement Responsibilities	Owner	Operator
74040	EAST OHIO GAS - CLARINGTON, OH MONROE CO., OH	5,000	AT SUCH PRESSURE AVAILABLE IN PIPELINE'S FACILITIES AT THE POINT OF DELIVERY NOT TO EXCEED THE MAXIMUM ALLOWABLE OPERATING PRESSURE OF THE PIPELINE	TX EAST TRAN	EAST OHIO	EAST OHIO
79141	LATERAL 10-U - DYNEGY HANGING ROCK - MAINLINE SCIOTO CO., OH	120,000	AT SUCH PRESSURE AVAILABLE IN PIPELINE'S FACILITIES AT THE POINT OF DELIVERY NOT TO EXCEED THE MAXIMUM ALLOWABLE OPERATING PRESSURE OF THE PIPELINE	TX EAST TRAN	TX EAST TRAN	DYNEGY HANG
*79941	ANR/TETCO (LEBANON LATERAL-ANR CAPACITY) WARREN CO., OH	5,000	AT SUCH PRESSURE AVAILABLE IN PIPELINE'S FACILITIES AT THE POINT OF DELIVERY NOT TO EXCEED THE MAXIMUM ALLOWABLE OPERATING PRESSURE OF THE PIPELINE	TX EAST TRAN	TX EAST TRAN	ANR P/L

**EXHIBIT B, POINT(S) OF DELIVERY, DATED 12/19/16,
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")
AND EQT ENERGY, LLC ("Customer")
DATED 12/19/16**

Exhibit B Effective Date: 01/01/2017

* NOTICE: Deliveries at TEXAS GAS TRANSMISSION LLC - LEBANON, OH WARREN CO., OH (Meter 70215), REX CLARINGTON, MONROE CO., OH MONROE CO., OH (Meter 73580), ANR/TETCO (LEBANON LATERAL-ANR CAPACITY) WARREN CO., OH (Meter 79941) shall be by displacement and if displacement is not available, by physical flow, if possible, subject to the agreement of TEXAS GAS TRANSMISSION, LLC (TX GAS LLC), ROCKIES EXPRESS PIPELINE LLC (ROCKIES EXPR), ANR PIPELINE COMPANY (ANR P/L) respectively to the receipt of such volumes. Arrangements for receipts by TX GAS LLC, ROCKIES EXPR, ANR P/L respectively shall be the sole responsibility of Customer.

SIGNED FOR IDENTIFICATION:
PIPELINE: 
Customer: 

SL
Pier

SUPERSEDES EXHIBIT B DATED N/A

Legal Approved by ELS, Asset Planning Approved by JDH, Credit Approved by WJR

**EXHIBIT C, ZONE BOUNDARY ENTRY QUANTITY
 AND ZONE BOUNDARY EXIT QUANTITY, DATED 12/19/16,
 TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1
 BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")
 AND EQT ENERGY, LLC ("Customer")
 DATED 12/19/16**

Exhibit C Effective Date: 01/01/2017

**ZONE BOUNDARY ENTRY QUANTITY
 Dth/D**

FROM	TO										
	STX	ETX	WLA	ELA	M1-24	M1-30	M2-24	M2-30	M2	M3	
STX											
ETX											
WLA											
ELA											
M1-24					Not Applicable						
M1-30											
M2-24											
M2-30											
M2											
M3											

**EXHIBIT C, ZONE BOUNDARY ENTRY QUANTITY
AND ZONE BOUNDARY EXIT QUANTITY, DATED 12/19/16**

**ZONE BOUNDARY EXIT QUANTITY
Dth/D**

FROM	TO										
	STX	ETX	WLA	ELA	M1-24	M1-30	M2-24	M2-30	M2	M3	
STX											
ETX											
WLA											
ELA											
M1-24											
M1-30											
M2-24											
M2-30											
M2											
M3											

Not Applicable

SIGNED FOR IDENTIFICATION

PIPELINE: _____

Customer: _____

SUPERSEDES EXHIBIT C DATED N/A

JL
qud

EXHIBIT D, TRANSPORTATION QUANTITIES,
DATED 12/19/16,
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")
AND EQT ENERGY, LLC ("Customer")
DATED 12/19/16

Exhibit D Effective Date: 01/01/2017

MAXIMUM DAILY QUANTITY (MDQ): 200,000 Dth

Dth Period

PARTIAL QUANTITY REDUCTION RIGHTS: Customer elects to partially reduce Customer's Maximum Daily Quantity by N/A Dth as of N/A, or any subsequent anniversary date, upon providing N/A year(s) prior written notice to Pipeline.

Pipeline and Customer agree that, if this Agreement qualifies as a "ROFR Agreement", (i) the foregoing contractual right to partially reduce Customer's MDQ is in addition to and not in lieu of any ROFR right to reduce Customer's MDQ on a non-geographic basis upon termination or expiration of this service agreement and (ii) only the partial reduction pursuant to the foregoing contractual right to partially reduce Customer's MDQ is subject to the ROFR procedures specified in the General Terms and Conditions of Pipeline's Tariff and Customer may retain the balance of the MDQ without being subject to the ROFR procedures

PIPELINE: 

Customer: 

SUPERSEDES EXHIBIT D DATED N/A

Legal Approved by ELS, Asset Planning Approved by JDH, Credit Approved by WJR