Mountain Valley PIPELINE LLC

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April 28, 2016

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

Re: Mountain Valley Pipeline, LLC
Docket No. CP16-10-000
Responses to OEMR Data Requests issued April 6, 2016

Dear Ms. Bose:

On April 6, 2016, the Office of Energy Market Regulation ("OEMR") of the Federal Energy Regulatory Commission ("Commission") issued data requests to Mountain Valley Pipeline, LLC ("Mountain Valley") with respect to Mountain Valley's certificate application in Docket No. CP16-10-000.

Mountain Valley submits herein responses to the data requests issued on April 6, 2016. These data responses include public information and privileged and confidential information. The attachment that includes privileged and confidential information is labeled "Contains Privileged Information – Do Not Release." Mountain Valley requests that, pursuant to 18 C.F.R. § 388.112, the Commission treat the privileged information as non-public. The person to be contacted regarding the request to treat these materials as non-public is Paul Diehl, (412) 395-5540 or pdiehl@eqt.com.

Mountain Valley has attached a verification executed by the respondent.

If you have any questions, please do not hesitate to contact me at (412) 553-5786 or meggerding@eqt.com. Thank you.

Respectfully submitted,

Mountain Valley Pipeline, LLC

Matthew Eggerding
Counsel, Midstream

Attachments

cc: All Parties
Catherine Liow, OEMR

VERIFICATION

Pursuant to Rule 2005 of the Rules of Practice and Procedure of the Federal Energy Regulatory Commission ("Commission"), 18 C.F.R. § 385.2005, Sarah A. Shaffer, being duly sworn, upon her oath says that she is Rates Director; that she has read and is familiar with the foregoing responses to the Commission's April 6, 2016 data request in Docket No. CP16-10-000; that the contents of the responses are true and correct to the best of her knowledge, information and belief; and that she has full power and authority to prepare the responses and execute this verification.

Sarah A. Shaffer

Sarah A. Shaffer
Rates Director

Subscribed and sworn before me this 27th day of April 2016.

Morgan Smith

Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Morgan Smith, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires Aug. 20, 2019
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Mountain Valley Pipeline, LLC
Mountain Valley Pipeline Project
Docket No. CP16-10-000

Responses to FERC Office of Energy Market Regulation Data Requests
Dated April 6, 2016

Request:

1. Please provide the calculations for the project pre-tax and after tax rate-of-return clearly stating the Federal Income Tax, State Income Tax, and all Return components. Provide any and all supporting schedules for these calculations.

Response:

The pre-tax and after tax Rate of Return components, including the Federal Income Tax and State Income Tax rates, are included as Attachment OEMR DR1a. A more detailed breakdown of the Federal Income Tax and State Income Tax rates is included as Attachment OEMR DR1b. Due to the privileged nature of the tax disclosures of Mountain Valley's members, Attachment OEMR DR1b is labeled "**Contains Privileged Information – Do Not Release**."

Respondent: Sarah A. Shaffer
Position: Rates Director
Phone Number: 412.395.2580
Date: April 28, 2016

Mountain Valley Pipeline, LLC
Mountain Valley Pipeline Project
Docket No. CP16-10-000

Responses to FERC Office of Energy Market Regulation Data Requests
Dated April 6, 2016

Request:

2. On Schedule 2 of Exhibit P, page 2 of 6, Mountain Valley lists its IT Revenue Credits to be $365,000. Please provide further information and support detailing Mountain Valley's rationale for this calculation.

Response:

Mountain Valley will provide access to premium markets in the Mid-Atlantic and southeastern regions of the United States from primary receipt points in the Appalachian Basin shale region to primarily one large delivery point with Transco in southwestern Virginia. Mountain Valley's transmission capacity is fully subscribed by firm shippers. Considering these aspects of the Project and the Project Shippers, Mountain Valley expects that firm shippers will fully utilize the design capacity and therefore minimal capacity will be available for interruptible shippers. In accordance with Commission policy, Mountain Valley included an interruptible revenue credit in developing the proposed recourse rates. This credit of $365,000 is equivalent to approximately 1,000 Dth per day of interruptible volumes at the proposed recourse rates.

Respondent: Sarah A. Shaffer
Position: Rates Director
Phone Number: 412.395.2580
Date: April 28, 2016

Responses to FERC Office of Energy Market Regulation Data Requests
Dated April 6, 2016

Request:

3. On page 19 of the application, Mountain Valley requests that the Commission approve certain non-conforming provisions allowed to Initial Shippers as contractually agreed upon in the precedent agreements. Consistent with Commission policy, Mountain Valley must demonstrate that the provisions will not present any risk of undue discrimination, affect the operational conditions of providing service, or result in a shipper receiving a different quality of service from that available to other shippers.[1] Please provide public copies (both clean and redline/strikeout versions) of the unexecuted Firm Transportation Service Agreements containing the provisions that Mountain Valley requests a Commission determination. The negotiated rates may be redacted from the copies; however, any provisions where Mountain Valley requests the Commission make an upfront determination may not be redacted.

Response:

The unexecuted Firm Transportation Service Agreements (both clean and redline/strikeout versions) for EQT Energy, LLC ("EQT Energy"), USG Properties Marcellus Holdings, LLC ("USG Properties"), WGL Midstream, Inc. ("WGL Midstream"), and Roanoke Gas Company ("Roanoke Gas") are included as Attachments OEMR DR3a through DR3d. Certain information has been redacted from the agreements (the Project shippers' negotiated rates for service and negotiated rate adjustments, which were also redacted in the signed Precedent Agreements filed in this proceeding); however, the redacted information does not include service-related items and is not applicable to Mountain Valley's request for a pre-determination from the Commission that the non-conforming provisions (if any) in the Firm Transportation Service Agreements are permissible. Mountain Valley is not requesting an upfront determination for Consolidated Edison Company of New York, Inc.'s Firm Transportation Service Agreement and, as such, has not included the unexecuted agreement with this response.

Mountain Valley filed publically in this proceeding signed Precedent Agreements with Project shippers with limited redactions. Certain provisions from the Precedent Agreements for EQT Energy, USG Properties, WGL Midstream, and Roanoke Gas will survive following in-service and thus are included in the unexecuted Firm Transportation Agreements, including the following:

- Most Favored Nations ("MFN") clause. The Firm Transportation Service Agreement with EQT Energy includes an MFN clause.

[1] *See, e.g.*, *Gulf South Pipeline Co., LP*, 149 FERC ¶ 61,174 at P 104 (2014).

- Reservation Charge Crediting. The Firm Transportation Service Agreement with EQT Energy includes a provision stating that Mountain Valley will provide full reservation charge credits after the first 30 days of an outage. The Firm Transportation Service Agreements with USG Properties, WGL Midstream, and Roanoke Gas provide that the Customer is not entitled to reservation charge credits in the event of an outage.

- Credit Agreement. The Credit Agreement attached as Exhibit 2 to each of the Precedent Agreements will be incorporated by reference in the Firm Transportation Service Agreements. The Credit Agreement for each Project shipper was filed publically and attached to each Precedent Agreement filed by Mountain Valley in this proceeding.

Mountain Valley requests that the Commission approve the contractual provisions included in the submitted unexecuted agreements in its Order authorizing the Project. Mountain Valley offered these provisions to potential shippers in order to obtain the necessary capacity commitments to advance the Project and in recognition of the Project shippers' substantial financial commitments to the Project. Without these commitments, the Project could not go forward. The Commission's policy is to accept non-conforming provisions for initial shippers as permissible if they will not present any risk of undue discrimination, affect the operational conditions of providing service, or result in a shipper receiving a different quality of service from that available to other shippers.[2] Mountain Valley submits that all of the provisions in the unexecuted agreements are typical of the types of non-conforming contractual provisions that the Commission has found to be acceptable. To the extent these provisions are determined to be non-conforming, Mountain Valley requests that the Commission find them to be permissible.

Respondent: Sarah A. Shaffer
Position: Rates Director
Phone Number: 412.395.2580
Date: April 28, 2016

[2] *See, e.g., Gulf South Pipeline Co., LP*, 149 FERC ¶ 61,174, at P 104 (2014); *Rockies Express Pipeline*, 116 FERC ¶ 61,272, at PP 23-25, 72-73 (2006), *order issuing certificates and reh'g denied*, 119 FERC ¶ 61,069 (2007) (approving an MFN clause); *Nw. Pipeline*, 116 FERC ¶ 61,151, at P 22 (2006) (approving an MFN clause); *Fayetteville Express Pipeline*, 129 FERC ¶ 61,235, at P 46 (2009), *order on reh'g*, 132 FERC ¶ 61,077 (2010) (approving an MFN clause); *Columbia Gas Transmission, LLC*, 150 FERC ¶ 61,019, at P 16 (2015) (stating that Commission permits reservation charge crediting provisions that are different than tariff provisions in negotiated rate agreements); *Kern River Gas Transmission Co*., 135 FERC ¶ 61,050, at P 33 (2011) (recognizing a pipeline and shipper may negotiate reservation charge crediting); *Egan Hub Storage, LLC*, 127 FERC ¶ 61,002, at P 6 (2009) (requiring pipeline to file credit requirements); *Kern River Gas Transmission Co*., 128 FERC ¶ 61,073, at PP 3,6 (2009) (accepting the security agreement as a permissible non-conforming agreement); *CenterPoint Energy Gas Transmission Co.*, 133 FERC ¶ 61,098 (2010) (requiring the pipeline to either amend its service agreements or include an attachment to the service agreement where the applicable precedent agreement credit and collateral provisions may be found); *Texas Eastern Transmission, LP*, 139 FERC ¶ 61,138 (2012) (approving MFN provisions and additional creditworthiness/credit support requirements).

Mountain Valley Pipeline, LLC
Mountain Valley Pipeline Project
Docket No. CP16-10-000

Responses to FERC Office of Energy Market Regulation Data Requests
Dated April 6, 2016

Attachment OEMR DR3a

Unexecuted Firm Transportation Service Agreement (Clean and Redline) With EQT Energy, LLC

MOUNTAIN VALLEY PIPELINE, LLC
TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO FIRM TRANSPORTATION
SERVICE UNDER RATE SCHEDULE FTS
Contract No.______
Dated _________

(1) This Agreement is entered into by and between Mountain Valley Pipeline, LLC ("MVP") and EQT Energy, LLC ("Customer").

(2) Agreement (CHECK ONE)

_X__ This is a new Agreement.

___ This Agreement supersedes, terminates, and cancels Contract No. _____, dated ______________. The superseded contract is no longer in effect.

(3) Service under this Agreement is provided pursuant to Subpart B or Subpart G of Part 284, Title 18, of the Code of Federal Regulations. Service under this Agreement is in all respects subject to and governed by the applicable Rate Schedule and the General Terms and Conditions of the MVP FERC Gas Tariff ("Tariff") as they may be modified from time to time and such are incorporated by reference. In the event that language of this Agreement or any Exhibit conflicts with MVP's Tariff, the language of the Tariff will control.

(4) MVP shall have the unilateral right to file with the Commission or other appropriate regulatory authority, in accordance with Section 4 of the Natural Gas Act, changes in MVP's Tariff, including both the level and design of rates, charges, Retainage Factors and services, and the General Terms and Conditions.

(5) Customer's Maximum Daily Quantity ("MDQ") of natural gas transported under this Agreement shall be the MDQ stated in Exhibit A to this Agreement.

(6) The effective date, term and associated notice and renewal provisions of this Agreement are stated in Exhibit A to this Agreement.

(7) The Receipt and Delivery Points are stated in Exhibit A to this Agreement.

(8) Customer shall pay MVP the maximum applicable rate (including all other applicable charges and Retainage Factors authorized pursuant to Rate Schedule FTS and the Tariff) for services rendered under this Agreement, unless Customer and MVP execute Optional Exhibit B (Discounted Rate Agreement) or Optional Exhibit C (Negotiated Rate Agreement).

(9) Exhibits are incorporated by reference into this Agreement upon their execution. Customer and MVP may amend any attached Exhibit by mutual agreement, which amendments shall be reflected in a revised Exhibit, and shall be incorporated by reference as part of this Agreement.

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

CUSTOMER:	**MOUNTAIN VALLEY PIPELINE, LLC :**
By ________________________________	By ________________________________
(Date)	(Date)
Title ______________________________	Title ______________________________

EXHIBIT A
to the
TRANSPORTATION SERVICE AGREEMENT
between MOUNTAIN VALLEY PIPELINE, LLC
and
EQT Energy, LLC,
pursuant to Rate Schedule FTS
Contract No. _______ Dated ____________

This Exhibit A is dated _________.
Any previously executed Exhibit A under this Agreement is terminated and is no longer in effect.

(1) Notices and Correspondence shall be sent to:

Mountain Valley Pipeline, LLC

EQT Plaza
625 Liberty Avenue Ste 1700
Pittsburgh, PA 15222-3111
Attn: Gas Transportation Dept.
Phone: (412) 395-3230
Facsimile: (412) 395-3347
E-mail Address: _____________

EQT Energy, LLC

Address:

EQT Plaza
625 Liberty Avenue Ste 1700
Pittsburgh, PA 15222-3111

Representative: Paul Kress
Phone: (412) 395-3232
Facsimile: (412) 395-2675
E-mail Address: PKress@eqt.com
DUNS: 03-585-8708
Federal Tax I.D. No.: 02-0750473
Other contact information if applicable:

(2) Maximum Daily Quantity ("MDQ"): 1,290,000 Dth Effective Date: See Section 4 below

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

Primary Receipt Point(s)** (Meter No. and/or Meter Name)	MDQ Allocation	Effective Date
TBD - Mobley	1,290,000 Dth	See Section 4 below

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

Primary Delivery Point(s) (Meter No. and/or Meter Name)	MDQ Allocation	Effective Date
TBD – Transco Station 165	1,290,000 Dth	See Section 4 below

(4) Effective Date and Term: This Exhibit A is effective the later of (i) November 1, 2018 or (ii) first day of the month immediately following the date on which MVP is authorized by FERC to commence service on the Project facilities and MVP is first able, in its reasonable judgment, to render service to Customer utilizing the Project Capacity and continues in full force and effect for a primary period of twenty (20) years.* For agreements twelve (12) months or longer, Customer and/or MVP 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):

_X___ no renewal term

____ through ________________ [insert date]*

____ for a period of ________________ [insert length of renewal term]*

____ year to year* (subject to termination on ____months prior written notice)

____ month to month (subject to termination by either party upon ___ days written notice prior to contract expiration)

____ other (described in section 6 below)

* In accordance with Section 6.21 of the General Terms and Conditions, a right of first refusal may apply; any contractual right of first refusal will be set forth in Section (5) of this Exhibit A.

(5) Other Special Provisions:

Any capitalized terms used but not defined herein shall the meanings ascribed to them in the Restated Precedent Agreement dated October 20, 2015 between the parties.

Customer 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 (5) years, in accordance with MVP's FERC Gas Tariff.

This Agreement incorporates the Credit Agreement dated October 20, 2015 entered into by and between MVP and Customer and any amendment or restatements thereto.

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

CUSTOMER:	**MOUNTAIN VALLEY PIPELINE, LLC :**
By ________________________________	By ________________________________
(Date)	(Date)
Title ______________________________	Title ______________________________

OPTIONAL EXHIBIT C
to the
TRANSPORTATION SERVICE AGREEMENT
between MOUNTAIN VALLEY PIPELINE, LLC
and
EQT Energy, LLC,
pursuant to Rate Schedule FTS
Contract No. _______ Dated _____________

This Exhibit C is dated __________.
Any previously executed Exhibit C under this Agreement is terminated and is no longer in effect.

Negotiated Rate Agreement

(1) In accordance with Section 6.27 of the General Terms and Conditions of MVP's Tariff, MVP and Customer agree that the following negotiated rate provisions will apply under the Agreement:

[redacted]

[redacted]

Customer shall not be entitled to reservation charge credits in the event of a service outage affecting the transportation service to be provided under this Agreement lasting up to thirty (30) days, after which time Customer shall be entitled to full reservation charge credits.

In addition to the fixed Monthly Reservation rate as set forth in the FERC Gas Tariff or as otherwise agreed to by MVP and Customer, Customer shall pay for all Project service: (1) actual fuel and lost and unaccounted-for gas to recover fuel usage, lost and unaccounted for gas on the Project ("Retainage Rate"), (2) the applicable FERC ACA surcharge, and (3) any future surcharges either mandated by FERC or initiated by another governmental agency or an entity not affiliated with MVP which are approved by FERC.

MVP will retain 2.0% of Customer's nominated receipts volumes to recover fuel, lost and unaccounted for gas ("Estimated Retainage Rate").

Within 60 days after the end of each calendar quarter, MVP will calculate for each month of the quarter actual fuel and lost and unaccounted for gas rate for MPV's system ("Actual Fuel and

LUF Rate") by taking the difference between monthly actual measured dekatherms received. The Estimated Retainage Rate less Actual Fuel and LUF Rate will be multiplied by Customer's monthly nominated volumes during the preceding calendar quarter to determine the monthly volumes owed to either MVP or Customer ("True-up Volumes"). If the True-up Volumes are negative, gas is due to MVP and if the True-up Volumes are positive, gas is due to Customer.

Customer and MVP agree that payback of the True-up Volumes will take place over the 60 day period following notice by MVP to Customer of the True-up Volumes as calculated by the above methodology.

MVP and Customer agree that the Estimated Retainage Rate will be adjusted 60 days after the end of each calendar year to reflect actual fuel and lost and unaccounted for gas for the most recent annual period.

Customer shall have most favored nation status with respect to transportation on the Project with respect to this Agreement. The most favored nation status provisions set forth below do not apply for service resulting from MVP's lease or acquisition of capacity on other pipelines (including, but not limited to, Equitrans, L.P.) where the transportation path does not also flow on the Project facilities.

(a) If at any time during the term of this Agreement, MVP is or becomes a party to any discounted or negotiated rate precedent agreement or service agreement with any third party for firm, same directional transportation service (e.g. forward-haul only where MVP's service under the Service Agreement is forward-haul, or backhaul where MVP's service under the Service Agreement provides for backhaul service) with respect to the Project from the Mobley to Transco Station 165 for an MDQ of at least 300,000 Dth/day up to Customer's MDQ under this Agreement for service between those points for a term of at least five (5) years, and pursuant to such third party precedent agreement for service between Mobley and Transco Station 165, MVP is obligated to provide such third party firm service at a rate that is lower than the rate for firm service under this Agreement for service Mobley to Transco Station 165, then within five (5) business days of executing such third party discounted or negotiated rate precedent agreement or service agreement, MVP will notify Customer of such lower rate (such notice, an "MFN Notice"). Within thirty (30) business days of receipt of an MFN Notice from MVP, Customer shall notify MVP whether Customer wishes to amend this service agreement to provide for such lower rate for firm transportation service hereunder, only with respect to service between Mobley and Transco Station 165 and for equivalent volumes and term of service. The most favored nation status conferred by this section and the rights described herein, shall terminate on the date that is five (5) years from the Effective Date.

(b) If at any time during the term of this Agreement, MVP is or becomes a party to any discounted or negotiated rate precedent agreement or service agreement with any third party for firm, same directional transportation service (e.g. forward-haul only where MVP's service under the Service Agreement is forward-haul, or backhaul where MVP's service under the Service Agreement provides for backhaul service) with respect to the Project from the Mobley to Transco Station 165 for an MDQ of at least 100,000 but less than 300,000 Dth/day for service between those points for a term of at least one (1) year, but less than five years, and pursuant to such third party precedent agreement for service between Mobley and Transco Station 165 MVP is obligated to provide such third party firm service at a rate that is lower than the rate for firm service under this Agreement from Mobley to Transco Station 165, then within five (5) business days of executing such third party discounted or negotiated rate precedent agreement or service agreement, MVP will provide an MFN Notice to Customer. Within thirty (3) business days of receipt of an MFN Notice from MVP, Customer shall notify MVP whether Customer wishes to amend this Agreement to provide for such lower rate for firm transportation service hereunder, only with respect to service between Mobley and Transco Station 165 and for equivalent volumes and term of service. In the event Customer wishes to amend the rate under this section, any such rate reduction will apply to rates paid for equivalent volumes for a commensurate period of time stated with year 11 of this Agreement. The most favored nation status conferred by this section and the rights described herein, shall terminate on the date that is five (5) years from the Effective Date.

MVP shall (i) provide Customer with in-path meter capacity of at least 1.5 times the Contract MDQ; and (ii) cooperate with Customer in sizing the designated receipt and delivery meters corresponding to the Primary Receipt and Delivery Points in Exhibit A.

Except as expressly stated herein, MVP's 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 MVP's Tariff applicable to Rate Schedule FTS, as revised from time to time.

(3) This Exhibit C is effective the later of (i) November 1, 2018 or (ii) first day of the month immediately following the date on which MVP is authorized by FERC to commence service on the Project facilities and MVP is first able, in its reasonable judgment, to render service to Customer utilizing the Project Capacity and continues in effect for a primary period of twenty (20) years.

(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 MVP have executed this Exhibit C by their duly authorized officers, effective as of the date indicated above.

CUSTOMER:	**MOUNTAIN VALLEY PIPELINE, LLC :**
By ___________________________________	By ___________________________________
(Date)	(Date)
Title _________________________________	Title _________________________________

MOUNTAIN VALLEY PIPELINE, LLC
TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO FIRM TRANSPORTATION
SERVICE UNDER RATE SCHEDULE FTS
Contract No.______
Dated _________

(1) This Agreement is entered into by and between Mountain Valley Pipeline, LLC ("MVP") and ~~____________________~~EQT Energy, LLC ("Customer").

(2) Agreement (CHECK ONE)

_X__ This is a new Agreement.

___ This Agreement supersedes, terminates, and cancels Contract No. _____, dated _____________. The superseded contract is no longer in effect.

(3) Service under this Agreement is provided pursuant to Subpart B or Subpart G of Part 284, Title 18, of the Code of Federal Regulations. Service under this Agreement is in all respects subject to and governed by the applicable Rate Schedule and the General Terms and Conditions of the MVP FERC Gas Tariff ("Tariff") as they may be modified from time to time and such are incorporated by reference. In the event that language of this Agreement or any Exhibit conflicts with MVP's Tariff, the language of the Tariff will control.

(4) MVP shall have the unilateral right to file with the Commission or other appropriate regulatory authority, in accordance with Section 4 of the Natural Gas Act, changes in MVP's Tariff, including both the level and design of rates, charges, Retainage Factors and services, and the General Terms and Conditions.

(5) Customer's Maximum Daily Quantity ("MDQ") of natural gas transported under this Agreement shall be the MDQ stated in Exhibit A to this Agreement.

(6) The effective date, term and associated notice and renewal provisions of this Agreement are stated in Exhibit A to this Agreement.

(7) The Receipt and Delivery Points are stated in Exhibit A to this Agreement.

(8) Customer shall pay MVP the maximum applicable rate (including all other applicable charges and Retainage Factors authorized pursuant to Rate Schedule FTS and the Tariff) for services rendered under this Agreement, unless Customer and MVP execute Optional Exhibit B (Discounted Rate Agreement) or Optional Exhibit C (Negotiated Rate Agreement).

(9) Exhibits are incorporated by reference into this Agreement upon their execution. Customer and MVP may amend any attached Exhibit by mutual agreement, which amendments shall be reflected in a revised Exhibit, and shall be incorporated by reference as part of this Agreement.

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

CUSTOMER:

By ___________________________________

(Date)

Title _________________________________

MOUNTAIN VALLEY PIPELINE, LLC :

By ___________________________________

(Date)

Title _________________________________

EXHIBIT A
to the
TRANSPORTATION SERVICE AGREEMENT
between MOUNTAIN VALLEY PIPELINE, LLC
and
~~_______________ [CUSTOMER]~~EQT Energy, LLC,
pursuant to Rate Schedule FTS
Contract No. _______ Dated ____________

This Exhibit A is dated _________.
Any previously executed Exhibit A under this Agreement is terminated and is no longer in effect.

(1) Notices and Correspondence shall be sent to:

Mountain Valley Pipeline, LLC

EQT Plaza
625 Liberty Avenue Ste 1700
Pittsburgh, PA 15222-3111
Attn: Gas Transportation Dept.
Phone: (412) 395-3230
Facsimile: (412) 395-3347
E-mail Address: _____________

~~[Customer]~~EQT Energy, LLC

Address:

EQT Plaza
625 Liberty Avenue Ste 1700
Pittsburgh, PA 15222-3111

Representative: Paul Kress
Phone: (412) 395-3232
Facsimile: (412) 395-2675
E-mail Address: PKress@eqt.com
DUNS: 03-585-8708
Federal Tax I.D. No.: 02-0750473
Other contact information if applicable:

(2) Maximum Daily Quantity ("MDQ"): ~~———~~1,290,000 Dth Effective Date: See Section 4 below

~~(2)~~

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

Primary Receipt Point(s)** (Meter No. and/or Meter Name)	MDQ Allocation	Effective Date
TBD - Mobley	1,290,000 Dth	See Section 4 below

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

Primary Delivery Point(s) (Meter No. and/or Meter Name)	MDQ Allocation	Effective Date
TBD – Transco Station 165	1,290,000 Dth	See Section 4 below

(4) Effective Date and Term: This Exhibit A is effective the later of (i) November 1, 2018 or (ii) first day of the month immediately following the date on which MVP is authorized by FERC to commence service on the Project facilities and MVP is first able, in its reasonable judgment, to render service to Customer utilizing the Project Capacity ~~[insert commencement date, which may be drafted to take into consideration uncertainties associated with completion of construction]~~ and continues in full force and effect ~~[insert either "through" or "~~for a primary period of~~"]~~ twenty (20) years ~~[insert end date of agreement or length of primary term]~~.* For agreements twelve (12) months or longer, ~~[insert "~~Customer~~"~~ and/or ~~"~~MVP~~"]~~ may terminate the agreement at the end of the primary term by providing at least 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):

_X___ no renewal term

____ through _______________ [insert date]*

____ for a period of _______________ [insert length of renewal term]*

____ year to year* (subject to termination on ____months prior written notice)

____ month to month (subject to termination by either party upon ___ days written notice prior to contract expiration)

____ other (described in section 6 below)

* In accordance with Section 6.21 of the General Terms and Conditions, a right of first refusal may apply; any contractual right of first refusal will be set forth in Section (5) of this Exhibit A.

(5) Other Special Provisions:

Any capitalized terms used but not defined herein shall the meanings ascribed to them in the Restated Precedent Agreement dated October 20, 2015 between the parties.

Customer 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 (5) years, in accordance with MVP's FERC Gas Tariff.

This Agreement incorporates the Credit Agreement dated October 20, 2015 entered into by and between MVP and Customer and any amendment or restatements thereto.

~~[This section may include terms and conditions specifically permitted by provisions identified in Section 6.37 of the General Terms and Conditions of the Tariff.]~~

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

CUSTOMER: **MOUNTAIN VALLEY PIPELINE, LLC :**

By ________________________________ By ________________________________

(Date) (Date)

Title ________________________________ Title ________________________________

OPTIONAL EXHIBIT C
to the
TRANSPORTATION SERVICE AGREEMENT
between MOUNTAIN VALLEY PIPELINE, LLC
and
~~________________ [CUSTOMER]~~EQT Energy, LLC,
pursuant to Rate Schedule FTS
Contract No. _______ Dated _____________

This Exhibit C is dated __________.
Any previously executed Exhibit C under this Agreement is terminated and is no longer in effect.

Negotiated Rate Agreement

(1) In accordance with Section 6.27 of the General Terms and Conditions of MVP's Tariff, MVP and Customer agree that the following negotiated rate provisions will apply under the Agreement:

[***]

Customer shall not be entitled to reservation charge credits in the event of a service outage affecting the transportation service to be provided under this Agreement lasting up to thirty (30) days, after which time Customer shall be entitled to full reservation charge credits.

In addition to the fixed Monthly Reservation rate as set forth in the FERC Gas Tariff or as otherwise agreed to by MVP and Customer, Customer shall pay for all Project service: (1) actual fuel and lost and unaccounted-for gas to recover fuel usage, lost and unaccounted for gas on the Project ("Retainage Rate"), (2) the applicable FERC ACA surcharge, and (3) any future surcharges either mandated by FERC or initiated by another governmental agency or an entity not affiliated with MVP which are approved by FERC.

MVP will retain 2.0% of Customer's nominated receipts volumes to recover fuel, lost and unaccounted for gas ("Estimated Retainage Rate").

Within 60 days after the end of each calendar quarter, MVP will calculate for each month of the quarter actual fuel and lost and unaccounted for gas rate for MPV's system ("Actual Fuel and LUF Rate") by taking the difference between monthly actual measured dekatherms received. The Estimated Retainage Rate less Actual Fuel and LUF Rate will be multiplied by Customer's monthly nominated volumes during the preceding calendar quarter to determine the monthly volumes owed to either MVP or Customer ("True-up Volumes"). If the True-up Volumes are negative, gas is due to MVP and if the True-up Volumes are positive, gas is due to Customer.

Customer and MVP agree that payback of the True-up Volumes will take place over the 60 day period following notice by MVP to Customer of the True-up Volumes as calculated by the above methodology.

MVP and Customer agree that the Estimated Retainage Rate will be adjusted 60 days after the end of each calendar year to reflect actual fuel and lost and unaccounted for gas for the most recent annual period.

Customer shall have most favored nation status with respect to transportation on the Project with respect to this Agreement. The most favored nation status provisions set forth below do not apply for service resulting from MVP's lease or acquisition of capacity on other pipelines (including, but not limited to, Equitrans, L.P.) where the transportation path does not also flow on the Project facilities.

(a) If at any time during the term of this Agreement, MVP is or becomes a party to any discounted or negotiated rate precedent agreement or service agreement with any third party for firm, same directional transportation service (e.g. forward-haul only where MVP's service under the Service Agreement is forward-haul, or backhaul where MVP's service under the Service Agreement provides for backhaul service) with respect to the Project from the Mobley to Transco Station 165 for an MDQ of at least 300,000 Dth/day up to Customer's MDQ under this Agreement for service between those points for a term of at least five (5) years, and pursuant to such third party precedent agreement for service between Mobley and Transco Station 165, MVP is obligated to provide such third party firm service at a rate that is lower than the rate for firm service under this Agreement for service Mobley to Transco Station 165, then within five (5) business days of executing such third party discounted or negotiated rate precedent agreement or service agreement, MVP will notify Customer of such lower rate (such notice, an "MFN Notice"). Within thirty (30) business days of receipt of an MFN Notice from MVP, Customer shall notify MVP whether Customer wishes to amend this service agreement to provide for such lower rate for firm transportation service hereunder, only with respect to service between Mobley and Transco Station 165 and for equivalent volumes and term of service. The most favored nation status conferred by this section and the rights described herein, shall terminate on the date that is five (5) years from the Effective Date.

(b) If at any time during the term of this Agreement, MVP is or becomes a party to any discounted or negotiated rate precedent agreement or service agreement with any third party for firm, same directional transportation service (e.g. forward-haul only where MVP's service under the Service Agreement is forward-haul, or backhaul where MVP's service under the Service Agreement provides for backhaul service) with respect to the Project from the Mobley to Transco Station 165 for an MDQ of at least 100,000 but less than 300,000 Dth/day for service between those points for a term of at least one (1) year, but less than five years, and pursuant to such third party precedent agreement for service between Mobley and Transco Station 165 MVP is obligated to provide such third party firm service at a rate that is lower than the rate for firm service under this Agreement from Mobley to Transco Station 165, then within five (5) business days of executing such third party discounted or negotiated rate precedent agreement or service agreement, MVP will provide an MFN Notice to Customer. Within thirty (3) business days of receipt of an MFN Notice from MVP, Customer shall notify MVP whether Customer wishes to amend this Agreement to provide for such lower rate for firm transportation service hereunder, only with respect to service between Mobley and Transco Station 165 and for equivalent volumes and term of service. In the event Customer wishes to amend the rate under this section, any such rate reduction will apply to rates paid for equivalent volumes for a commensurate period of time stated with year

11 of this Agreement. The most favored nation status conferred by this section and the rights described herein, shall terminate on the date that is five (5) years from the Effective Date.

MVP shall (i) provide Customer with in-path meter capacity of at least 1.5 times the Contract MDQ; and (ii) cooperate with Customer in sizing the designated receipt and delivery meters corresponding to the Primary Receipt and Delivery Points in Exhibit A.

~~[Insert negotiated rate terms]~~

Except as expressly stated herein, MVP's 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 MVP's Tariff applicable to Rate Schedule FTS, as revised from time to time.

(3) This Exhibit C is effective the later of (i) November 1, 2018 or (ii) first day of the month immediately following the date on which MVP is authorized by FERC to commence service on the Project facilities and MVP is first able, in its reasonable judgment, to render service to Customer utilizing the Project Capacity~~________________ [insert commencement date, which may be drafted to take into consideration uncertainties associated with completion of construction]~~ and continues in effect ~~____________________ [insert either "through" or "~~for a primary period of~~"]~~ twenty (20) years~~__________________ [insert end date of agreement or length of primary term]~~.

(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:

~~[This section may include terms and conditions specifically permitted by provisions identified in Section 6.37 of the General Terms and Conditions of the Tariff.]~~None.

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

CUSTOMER:	**MOUNTAIN VALLEY PIPELINE, LLC :**
By ______________________________	By ______________________________
(Date)	(Date)
Title ____________________________	Title ____________________________

Mountain Valley Pipeline, LLC
Mountain Valley Pipeline Project
Docket No. CP16-10-000

Responses to FERC Office of Energy Market Regulation Data Requests
Dated April 6, 2016

Attachment OEMR DR3b

Unexecuted Firm Transportation Service Agreement (Clean and Redline) With USG Properties Marcellus Holdings, LLC

MOUNTAIN VALLEY PIPELINE, LLC
TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO FIRM TRANSPORTATION
SERVICE UNDER RATE SCHEDULE FTS
Contract No.______
Dated _________

(1) This Agreement is entered into by and between Mountain Valley Pipeline, LLC ("MVP") and USG Properties Marcellus Holdings, LLC ("Customer").

(2) Agreement (CHECK ONE)

_X__ This is a new Agreement.

___ This Agreement supersedes, terminates, and cancels Contract No. _____, dated _____________. The superseded contract is no longer in effect.

(3) Service under this Agreement is provided pursuant to Subpart B or Subpart G of Part 284, Title 18, of the Code of Federal Regulations. Service under this Agreement is in all respects subject to and governed by the applicable Rate Schedule and the General Terms and Conditions of the MVP FERC Gas Tariff ("Tariff") as they may be modified from time to time and such are incorporated by reference. In the event that language of this Agreement or any Exhibit conflicts with MVP's Tariff, the language of the Tariff will control.

(4) MVP shall have the unilateral right to file with the Commission or other appropriate regulatory authority, in accordance with Section 4 of the Natural Gas Act, changes in MVP's Tariff, including both the level and design of rates, charges, Retainage Factors and services, and the General Terms and Conditions.

(5) Customer's Maximum Daily Quantity ("MDQ") of natural gas transported under this Agreement shall be the MDQ stated in Exhibit A to this Agreement.

(6) The effective date, term and associated notice and renewal provisions of this Agreement are stated in Exhibit A to this Agreement.

(7) The Receipt and Delivery Points are stated in Exhibit A to this Agreement.

(8) Customer shall pay MVP the maximum applicable rate (including all other applicable charges and Retainage Factors authorized pursuant to Rate Schedule FTS and the Tariff) for services rendered under this Agreement, unless Customer and MVP execute Optional Exhibit B (Discounted Rate Agreement) or Optional Exhibit C (Negotiated Rate Agreement).

(9) Exhibits are incorporated by reference into this Agreement upon their execution. Customer and MVP may amend any attached Exhibit by mutual agreement, which amendments shall be reflected in a revised Exhibit, and shall be incorporated by reference as part of this Agreement.

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

CUSTOMER:	**MOUNTAIN VALLEY PIPELINE, LLC :**
By ________________________________ (Date)	By ________________________________ (Date)
Title ______________________________	Title ______________________________

EXHIBIT A
to the
TRANSPORTATION SERVICE AGREEMENT
between MOUNTAIN VALLEY PIPELINE, LLC
and
USG Properties Marcellus Holdings, LLC,
pursuant to Rate Schedule FTS
Contract No. _______ Dated ____________

This Exhibit A is dated _________.
Any previously executed Exhibit A under this Agreement is terminated and is no longer in effect.

(1) Notices and Correspondence shall be sent to:

Mountain Valley Pipeline, LLC

EQT Plaza
625 Liberty Avenue Ste 1700
Pittsburgh, PA 15222-3111
Attn: Gas Transportation Dept.
Phone: (412) 395-3230
Facsimile: (412) 395-3347
E-mail Address: _____________

USG Properties Marcellus Holdings, LLC

Address:

601 Travis Street, Suite 1900
Houston, TX 77002

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

(2) Maximum Daily Quantity (“MDQ”): 250,000 Dth   Effective Date: See Section 4 below

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

Primary Receipt Point(s)** (Meter No. and/or Meter Name)	MDQ Allocation	Effective Date

[redacted]

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

Primary Delivery Point(s) (Meter No. and/or Meter Name)	MDQ Allocation	Effective Date
TBD – Transco Station 165	250,000 Dth	See Section 4 below

(4) Effective Date and Term: This Exhibit A is effective the later of (i) November 1, 2018 or (ii) first day of the month immediately following the date on which MVP is authorized by FERC to commence service on the Project facilities and MVP is first able, in its reasonable judgment, to render service to Customer utilizing the Project Capacity and continues in full force and effect for a primary period of twenty (20) years.* For agreements twelve (12) months or longer, Customer and/or MVP 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):

_X___ no renewal term

____ through ________________ [insert date]*

____ for a period of ________________ [insert length of renewal term]*

____ year to year* (subject to termination on ____months prior written notice)

____ month to month (subject to termination by either party upon ___ days written notice prior to contract expiration)

____ other (described in section 6 below)

* In accordance with Section 6.21 of the General Terms and Conditions, a right of first refusal may apply; any contractual right of first refusal will be set forth in Section (5) of this Exhibit A.

(5) Other Special Provisions:

Any capitalized terms used but not defined herein shall have the meanings ascribed to them in the Second Restated Precedent Agreement dated January 21, 2016 between the parties.

Customer 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 (5) years, in accordance with MVP's FERC Gas Tariff.

This Agreement incorporates the Credit Agreement dated October 21, 2014 entered into by and between MVP and Customer and any amendment or restatements thereto.

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

CUSTOMER:	**MOUNTAIN VALLEY PIPELINE, LLC :**
By __________________________________	By __________________________________
(Date)	(Date)
Title ________________________________	Title ________________________________

OPTIONAL EXHIBIT C
to the
TRANSPORTATION SERVICE AGREEMENT
between MOUNTAIN VALLEY PIPELINE, LLC
and
USG Properties Marcellus Holdings, LLC,
pursuant to Rate Schedule FTS
Contract No. _______ Dated _____________

This Exhibit C is dated __________.
Any previously executed Exhibit C under this Agreement is terminated and is no longer in effect.

Negotiated Rate Agreement

(1) In accordance with Section 6.27 of the General Terms and Conditions of MVP's Tariff, MVP and Customer agree that the following negotiated rate provisions will apply under the Agreement:

[redacted]

[redacted]

Customer shall not be entitled to reservation charge credits in the event of a service outage affecting the transportation service to be provided under this Agreement.

In addition to the fixed Monthly Reservation rate as set forth in the FERC Gas Tariff or as otherwise agreed to by MVP and Customer, Customer shall pay for all Project service: (1) actual fuel and lost and unaccounted-for gas to recover fuel usage, lost and unaccounted for gas on the Project ("Retainage Rate"), (2) the applicable FERC ACA surcharge, and (3) any future surcharges either mandated by FERC or initiated by another governmental agency or an entity not affiliated with MVP which are approved by FERC.

MVP will retain 2.0% of Customer's nominated receipts volumes to recover fuel, lost and unaccounted for gas ("Estimated Retainage Rate").

Within 60 days after the end of each calendar quarter, MVP will calculate for each month of the quarter actual fuel and lost and unaccounted for gas rate for MPV's system ("Actual Fuel and LUF Rate") by taking the difference between monthly actual measured dekatherms received. The Estimated Retainage Rate less Actual Fuel and LUF Rate will be multiplied by Customer's monthly nominated volumes during the preceding calendar quarter to determine the monthly volumes owed to either MVP or Customer ("True-up Volumes"). If the True-up Volumes are negative, gas is due to MVP and if the True-up Volumes are positive, gas is due to Customer.

Customer and MVP agree that payback of the True-up Volumes will take place over the 60 day period following notice by MVP to Customer of the True-up Volumes as calculated by the above methodology.

MVP and Customer agree that the Estimated Retainage Rate will be adjusted 60 days after the end of each calendar year to reflect actual fuel and lost and unaccounted for gas for the most recent annual period.

Except as expressly stated herein, MVP's 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 MVP's Tariff applicable to Rate Schedule FTS, as revised from time to time.

(3) This Exhibit C is effective the later of (i) November 1, 2018 or (ii) first day of the month immediately following the date on which MVP is authorized by FERC to commence service on the Project facilities and MVP is first able, in its reasonable judgment, to render service to Customer utilizing the Project Capacity and continues in effect for a primary period of twenty (20) years.

(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 MVP have executed this Exhibit C by their duly authorized officers, effective as of the date indicated above.

CUSTOMER:

By ___________________________________

(Date)

Title _________________________________

MOUNTAIN VALLEY PIPELINE, LLC :

By ___________________________________

(Date)

Title _________________________________

MOUNTAIN VALLEY PIPELINE, LLC
TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO FIRM TRANSPORTATION
SERVICE UNDER RATE SCHEDULE FTS
Contract No.______
Dated _________

(1) This Agreement is entered into by and between Mountain Valley Pipeline, LLC ("MVP") and ~~____________________~~USG Properties Marcellus Holdings, LLC ("Customer").

(2) Agreement (CHECK ONE)

_X__ This is a new Agreement.

___ This Agreement supersedes, terminates, and cancels Contract No. _____, dated _____________. The superseded contract is no longer in effect.

(3) Service under this Agreement is provided pursuant to Subpart B or Subpart G of Part 284, Title 18, of the Code of Federal Regulations. Service under this Agreement is in all respects subject to and governed by the applicable Rate Schedule and the General Terms and Conditions of the MVP FERC Gas Tariff ("Tariff") as they may be modified from time to time and such are incorporated by reference. In the event that language of this Agreement or any Exhibit conflicts with MVP's Tariff, the language of the Tariff will control.

(4) MVP shall have the unilateral right to file with the Commission or other appropriate regulatory authority, in accordance with Section 4 of the Natural Gas Act, changes in MVP's Tariff, including both the level and design of rates, charges, Retainage Factors and services, and the General Terms and Conditions.

(5) Customer's Maximum Daily Quantity ("MDQ") of natural gas transported under this Agreement shall be the MDQ stated in Exhibit A to this Agreement.

(6) The effective date, term and associated notice and renewal provisions of this Agreement are stated in Exhibit A to this Agreement.

(7) The Receipt and Delivery Points are stated in Exhibit A to this Agreement.

(8) Customer shall pay MVP the maximum applicable rate (including all other applicable charges and Retainage Factors authorized pursuant to Rate Schedule FTS and the Tariff) for services rendered under this Agreement, unless Customer and MVP execute Optional Exhibit B (Discounted Rate Agreement) or Optional Exhibit C (Negotiated Rate Agreement).

(9) Exhibits are incorporated by reference into this Agreement upon their execution. Customer and MVP may amend any attached Exhibit by mutual agreement, which amendments shall be reflected in a revised Exhibit, and shall be incorporated by reference as part of this Agreement.

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

CUSTOMER:	**MOUNTAIN VALLEY PIPELINE, LLC :**
By ______________________________ (Date)	By ______________________________ (Date)
Title ____________________________	Title ____________________________

EXHIBIT A
to the
TRANSPORTATION SERVICE AGREEMENT
between MOUNTAIN VALLEY PIPELINE, LLC
and
~~________________ [CUSTOMER]~~USG Properties Marcellus Holdings, LLC,
pursuant to Rate Schedule FTS
Contract No. _______ Dated ____________

This Exhibit A is dated _________.
Any previously executed Exhibit A under this Agreement is terminated and is no longer in effect.

(1) Notices and Correspondence shall be sent to:

Mountain Valley Pipeline, LLC

EQT Plaza
625 Liberty Avenue Ste 1700
Pittsburgh, PA 15222-3111
Attn: Gas Transportation Dept.
Phone: (412) 395-3230
Facsimile: (412) 395-3347
E-mail Address: _____________

~~[Customer]~~USG Properties Marcellus Holdings, LLC

Address:

~~______~~601 Travis Street, Suite 1900

Houston, TX 77002

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

(2) Maximum Daily Quantity ("MDQ"): 250,000 Dth Effective Date: See Section 4 below

~~(2)~~

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

Primary Receipt Point(s)** (Meter No. and/or Meter Name)	MDQ Allocation	Effective Date
[***]		

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

Primary Delivery Point(s) (Meter No. and/or Meter Name)	MDQ Allocation	Effective Date
TBD – Transco Station 165	250,000 Dth	See Section 4 below

(4) Effective Date and Term: This Exhibit A is effective the later of (i) November 1, 2018 or (ii) first day of the month immediately following the date on which MVP is authorized by FERC to commence service on the Project facilities and MVP is first able, in its reasonable judgment, to render service to Customer utilizing the Project Capacity ~~[insert commencement date, which may be drafted to take into consideration uncertainties associated with completion of construction]~~ and continues in full force and effect ~~[insert either "through" or "~~for a primary period of~~"]~~ twenty (20) years ~~[insert end date of agreement or length of primary term]~~.* For agreements twelve (12) months or longer, ~~[insert "~~Customer~~"~~ and/or ~~"~~MVP~~"]~~ may terminate the agreement at the end of the primary term by providing at least 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):

_X___ no renewal term

____ through _______________ [insert date]*

____ for a period of _______________ [insert length of renewal term]*

____ year to year* (subject to termination on ____months prior written notice)

____ month to month (subject to termination by either party upon ___ days written notice prior to contract expiration)

____ other (described in section 6 below)

* In accordance with Section 6.21 of the General Terms and Conditions, a right of first refusal may apply; any contractual right of first refusal will be set forth in Section (5) of this Exhibit A.

(5) Other Special Provisions:

Any capitalized terms used but not defined herein shall have the meanings ascribed to them in the Second Restated Precedent Agreement dated January 21, 2016 between the parties.

Customer 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 (5) years, in accordance with MVP's FERC Gas Tariff.

This Agreement incorporates the Credit Agreement dated October 21, 2014 entered into by and between MVP and Customer and any amendment or restatements thereto.

~~[This section may include terms and conditions specifically permitted by provisions identified in Section 6.37 of the General Terms and Conditions of the Tariff.]~~

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

CUSTOMER:	**MOUNTAIN VALLEY PIPELINE, LLC :**
By ________________________________	By ________________________________

(Date) (Date)

Title ________________________________ Title ________________________________

OPTIONAL EXHIBIT C
to the
TRANSPORTATION SERVICE AGREEMENT
between MOUNTAIN VALLEY PIPELINE, LLC
and
~~________________ [CUSTOMER]~~USG Properties Marcellus Holdings, LLC,
pursuant to Rate Schedule FTS
Contract No. _______ Dated _____________

This Exhibit C is dated __________.
Any previously executed Exhibit C under this Agreement is terminated and is no longer in effect.

Negotiated Rate Agreement

(1) In accordance with Section 6.27 of the General Terms and Conditions of MVP's Tariff, MVP and Customer agree that the following negotiated rate provisions will apply under the Agreement:

[***]

Customer shall not be entitled to reservation charge credits in the event of a service outage affecting the transportation service to be provided under this Agreement.

In addition to the fixed Monthly Reservation rate as set forth in the FERC Gas Tariff or as otherwise agreed to by MVP and Customer, Customer shall pay for all Project service: (1) actual fuel and lost and unaccounted-for gas to recover fuel usage, lost and unaccounted for gas on the Project ("Retainage Rate"), (2) the applicable FERC ACA surcharge, and (3) any future surcharges either mandated by FERC or initiated by another governmental agency or an entity not affiliated with MVP which are approved by FERC.

MVP will retain 2.0% of Customer's nominated receipts volumes to recover fuel, lost and unaccounted for gas ("Estimated Retainage Rate").

Within 60 days after the end of each calendar quarter, MVP will calculate for each month of the quarter actual fuel and lost and unaccounted for gas rate for MPV's system ("Actual Fuel and LUF Rate") by taking the difference between monthly actual measured dekatherms received. The Estimated Retainage Rate less Actual Fuel and LUF Rate will be multiplied by Customer's monthly nominated volumes during the preceding calendar quarter to determine the monthly volumes owed to either MVP or Customer ("True-up Volumes"). If the True-up Volumes are negative, gas is due to MVP and if the True-up Volumes are positive, gas is due to Customer.

Customer and MVP agree that payback of the True-up Volumes will take place over the 60 day period following notice by MVP to Customer of the True-up Volumes as calculated by the above methodology.

MVP and Customer agree that the Estimated Retainage Rate will be adjusted 60 days after the end of each calendar year to reflect actual fuel and lost and unaccounted for gas for the most recent annual period.

~~[Insert negotiated rate terms]~~

Except as expressly stated herein, MVP's 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 MVP's Tariff applicable to Rate Schedule FTS, as revised from time to time.

(3) This Exhibit C is effective the later of (i) November 1, 2018 or (ii) first day of the month immediately following the date on which MVP is authorized by FERC to commence service on the Project facilities and MVP is first able, in its reasonable judgment, to render service to Customer utilizing the Project Capacity~~_______________ [insert commencement date, which may be drafted to take into consideration uncertainties associated with completion of construction]~~ and continues in effect ~~__________________ [insert either "through" or "~~for a primary period of~~"] _______________ [insert end date of agreement or length of primary term]~~twenty (20) years.

(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:

~~[This section may include terms and conditions specifically permitted by provisions identified in Section 6.37 of the General Terms and Conditions of the Tariff.]~~None.

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

CUSTOMER:	**MOUNTAIN VALLEY PIPELINE, LLC :**
By ________________________________	By ________________________________
(Date)	(Date)
Title ______________________________	Title ______________________________

Mountain Valley Pipeline, LLC
Mountain Valley Pipeline Project
Docket No. CP16-10-000

Responses to FERC Office of Energy Market Regulation Data Requests
Dated April 6, 2016

Attachment OEMR DR3c

Unexecuted Firm Transportation Service Agreement (Clean and Redline) With WGL Midstream, Inc.

MOUNTAIN VALLEY PIPELINE, LLC
TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO FIRM TRANSPORTATION
SERVICE UNDER RATE SCHEDULE FTS
Contract No.______
Dated _________

(1) This Agreement is entered into by and between Mountain Valley Pipeline, LLC ("MVP") and WGL Midstream, Inc. ("Customer").

(2) Agreement (CHECK ONE)

_X__ This is a new Agreement.

___ This Agreement supersedes, terminates, and cancels Contract No. _____, dated ______________. The superseded contract is no longer in effect.

(3) Service under this Agreement is provided pursuant to Subpart B or Subpart G of Part 284, Title 18, of the Code of Federal Regulations. Service under this Agreement is in all respects subject to and governed by the applicable Rate Schedule and the General Terms and Conditions of the MVP FERC Gas Tariff ("Tariff") as they may be modified from time to time and such are incorporated by reference. In the event that language of this Agreement or any Exhibit conflicts with MVP's Tariff, the language of the Tariff will control.

(4) MVP shall have the unilateral right to file with the Commission or other appropriate regulatory authority, in accordance with Section 4 of the Natural Gas Act, changes in MVP's Tariff, including both the level and design of rates, charges, Retainage Factors and services, and the General Terms and Conditions.

(5) Customer's Maximum Daily Quantity ("MDQ") of natural gas transported under this Agreement shall be the MDQ stated in Exhibit A to this Agreement.

(6) The effective date, term and associated notice and renewal provisions of this Agreement are stated in Exhibit A to this Agreement.

(7) The Receipt and Delivery Points are stated in Exhibit A to this Agreement.

(8) Customer shall pay MVP the maximum applicable rate (including all other applicable charges and Retainage Factors authorized pursuant to Rate Schedule FTS and the Tariff) for services rendered under this Agreement, unless Customer and MVP execute Optional Exhibit B (Discounted Rate Agreement) or Optional Exhibit C (Negotiated Rate Agreement).

(9) Exhibits are incorporated by reference into this Agreement upon their execution. Customer and MVP may amend any attached Exhibit by mutual agreement, which amendments shall be reflected in a revised Exhibit, and shall be incorporated by reference as part of this Agreement.

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

CUSTOMER:	**MOUNTAIN VALLEY PIPELINE, LLC :**
By ____________________________________	By ____________________________________
(Date)	(Date)
Title __________________________________	Title __________________________________

EXHIBIT A
to the
TRANSPORTATION SERVICE AGREEMENT
between MOUNTAIN VALLEY PIPELINE, LLC
and
WGL Midstream, Inc.,
pursuant to Rate Schedule FTS
Contract No. _______ Dated ____________

This Exhibit A is dated _________.
Any previously executed Exhibit A under this Agreement is terminated and is no longer in effect.

(1) Notices and Correspondence shall be sent to:

Mountain Valley Pipeline, LLC

EQT Plaza
625 Liberty Avenue Ste 1700
Pittsburgh, PA 15222-3111
Attn: Gas Transportation Dept.
Phone: (412) 395-3230
Facsimile: (412) 395-3347
E-mail Address: _____________

WGL Midstream, Inc.

Address:

101 Constitution Ave., N.W.
Washington, DC 20080

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

(2) Maximum Daily Quantity ("MDQ"): 200,000 Dth Effective Date: See Section 4 below

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

Primary Receipt Point(s)** (Meter No. and/or Meter Name)	MDQ Allocation	Effective Date
TBD - Equitrans	200,000 Dth	See Section 4 below

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

Primary Delivery Point(s) (Meter No. and/or Meter Name)	MDQ Allocation	Effective Date
TBD – Transco Station 165	200,000 Dth	See Section 4 below

(4) Effective Date and Term: This Exhibit A is effective the later of (i) November 1, 2018 or (ii) first day of the month immediately following the date on which MVP is authorized by FERC to commence service on the Project facilities and MVP is first able, in its reasonable judgment, to render service to Customer utilizing the Project Capacity and continues in full force and effect for a primary period of twenty (20) years.* For agreements twelve (12) months or longer, Customer and/or MVP 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):

_X___ no renewal term

____ through ________________ [insert date]*

____ for a period of ________________ [insert length of renewal term]*

____ year to year* (subject to termination on ____months prior written notice)

____ month to month (subject to termination by either party upon ___ days written notice prior to contract expiration)

____ other (described in section 6 below)

* In accordance with Section 6.21 of the General Terms and Conditions, a right of first refusal may apply; any contractual right of first refusal will be set forth in Section (5) of this Exhibit A.

(5) Other Special Provisions:

Any capitalized terms used but not defined herein shall have the meanings ascribed to them in the Precedent Agreement dated March 10, 2015 between the parties.

Customer 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 (5) years, in accordance with MVP's FERC Gas Tariff.

This Agreement incorporates the Credit Agreement dated March 10, 2015 entered into by and between MVP and Customer and any amendment or restatements thereto.

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

CUSTOMER:	**MOUNTAIN VALLEY PIPELINE, LLC :**
By ______________________________	By ______________________________
(Date)	(Date)
Title ____________________________	Title ____________________________

OPTIONAL EXHIBIT C
to the
TRANSPORTATION SERVICE AGREEMENT
between MOUNTAIN VALLEY PIPELINE, LLC
and
WGL Midstream, Inc.,
pursuant to Rate Schedule FTS
Contract No. _______ Dated _____________

This Exhibit C is dated __________.
Any previously executed Exhibit C under this Agreement is terminated and is no longer in effect.

Negotiated Rate Agreement

(1) In accordance with Section 6.27 of the General Terms and Conditions of MVP's Tariff, MVP and Customer agree that the following negotiated rate provisions will apply under the Agreement:

[redacted]

[redacted]

Customer shall not be entitled to reservation charge credits in the event of a service outage affecting the transportation service to be provided under this Agreement.

In addition to the fixed Monthly Reservation rate as set forth in the FERC Gas Tariff or as otherwise agreed to by MVP and Customer, Customer shall pay for all Project service: (1) actual fuel and lost and unaccounted-for gas to recover fuel usage, lost and unaccounted for gas on the Project ("Retainage Rate"), (2) the applicable FERC ACA surcharge, and (3) any future surcharges either mandated by FERC.

MVP will retain 2.0% of Customer's nominated receipts volumes to recover fuel, lost and unaccounted for gas ("Estimated Retainage Rate").

Within 60 days after the end of each calendar quarter, MVP will calculate for each month of the quarter actual fuel and lost and unaccounted for gas rate for MPV's system ("Actual Fuel and LUF Rate") by taking the difference between monthly actual measured dekatherms received. The Estimated Retainage Rate less Actual Fuel and LUF Rate will be multiplied by Customer's monthly nominated volumes during the preceding calendar quarter to determine the monthly volumes owed to either MVP or Customer ("True-up Volumes"). If the True-up Volumes are negative, gas is due to MVP and if the True-up Volumes are positive, gas is due to Customer.

Customer and MVP agree that payback of the True-up Volumes will take place over the 60 day period following notice by MVP to Customer of the True-up Volumes as calculated by the above methodology.

MVP and Customer agree that the Estimated Retainage Rate will be adjusted 60 days after the end of each calendar year to reflect actual fuel and lost and unaccounted for gas for the most recent annual period.

Except as expressly stated herein, MVP's 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 MVP's Tariff applicable to Rate Schedule FTS, as revised from time to time.

(3) This Exhibit C is effective the later of (i) November 1, 2018 or (ii) first day of the month immediately following the date on which MVP is authorized by FERC to commence service on the Project facilities and MVP is first able, in its reasonable judgment, to render service to Customer utilizing the Project Capacity and continues in effect for a primary period of twenty (20) years.

(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 MVP have executed this Exhibit C by their duly authorized officers, effective as of the date indicated above.

CUSTOMER:	**MOUNTAIN VALLEY PIPELINE, LLC :**
By ___________________________________	By ___________________________________
(Date)	(Date)
Title _________________________________	Title _________________________________

MOUNTAIN VALLEY PIPELINE, LLC
TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO FIRM TRANSPORTATION
SERVICE UNDER RATE SCHEDULE FTS
Contract No.______
Dated _________

(1) This Agreement is entered into by and between Mountain Valley Pipeline, LLC ("MVP") and ~~____________________~~WGL Midstream, Inc. ("Customer").

(2) Agreement (CHECK ONE)

_X__ This is a new Agreement.

___ This Agreement supersedes, terminates, and cancels Contract No. _____, dated _____________. The superseded contract is no longer in effect.

(3) Service under this Agreement is provided pursuant to Subpart B or Subpart G of Part 284, Title 18, of the Code of Federal Regulations. Service under this Agreement is in all respects subject to and governed by the applicable Rate Schedule and the General Terms and Conditions of the MVP FERC Gas Tariff ("Tariff") as they may be modified from time to time and such are incorporated by reference. In the event that language of this Agreement or any Exhibit conflicts with MVP's Tariff, the language of the Tariff will control.

(4) MVP shall have the unilateral right to file with the Commission or other appropriate regulatory authority, in accordance with Section 4 of the Natural Gas Act, changes in MVP's Tariff, including both the level and design of rates, charges, Retainage Factors and services, and the General Terms and Conditions.

(5) Customer's Maximum Daily Quantity ("MDQ") of natural gas transported under this Agreement shall be the MDQ stated in Exhibit A to this Agreement.

(6) The effective date, term and associated notice and renewal provisions of this Agreement are stated in Exhibit A to this Agreement.

(7) The Receipt and Delivery Points are stated in Exhibit A to this Agreement.

(8) Customer shall pay MVP the maximum applicable rate (including all other applicable charges and Retainage Factors authorized pursuant to Rate Schedule FTS and the Tariff) for services rendered under this Agreement, unless Customer and MVP execute Optional Exhibit B (Discounted Rate Agreement) or Optional Exhibit C (Negotiated Rate Agreement).

(9) Exhibits are incorporated by reference into this Agreement upon their execution. Customer and MVP may amend any attached Exhibit by mutual agreement, which amendments shall be reflected in a revised Exhibit, and shall be incorporated by reference as part of this Agreement.

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

CUSTOMER:

By ____________________________________

(Date)

Title __________________________________

MOUNTAIN VALLEY PIPELINE, LLC :

By ____________________________________

(Date)

Title __________________________________

EXHIBIT A
to the
TRANSPORTATION SERVICE AGREEMENT
between MOUNTAIN VALLEY PIPELINE, LLC
and
~~_______________ [CUSTOMER]~~WGL Midstream, Inc.,
pursuant to Rate Schedule FTS
Contract No. _______ Dated ____________

This Exhibit A is dated _________.
Any previously executed Exhibit A under this Agreement is terminated and is no longer in effect.

(1) Notices and Correspondence shall be sent to:

Mountain Valley Pipeline, LLC

EQT Plaza
625 Liberty Avenue Ste 1700
Pittsburgh, PA 15222-3111
Attn: Gas Transportation Dept.
Phone: (412) 395-3230
Facsimile: (412) 395-3347
E-mail Address: _____________

~~[Customer]~~WGL Midstream, Inc.

Address:

101 Constitution Ave., N.W.
Washington, DC 20080

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

(2) Maximum Daily Quantity ("MDQ"): ~~________~~200,000 Dth Effective Date: See Section 4 below

~~(2)~~

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

Primary Receipt Point(s)** (Meter No. and/or Meter Name)	MDQ Allocation	Effective Date
TBD - Equitrans	200,000 Dth	See Section 4 below

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

Primary Delivery Point(s) (Meter No. and/or Meter Name)	MDQ Allocation	Effective Date
TBD – Transco Station 165	200,000 Dth	See Section 4 below

(4) Effective Date and Term: This Exhibit A is effective the later of (i) November 1, 2018 or (ii) first day of the month immediately following the date on which MVP is authorized by FERC to commence service on the Project facilities and MVP is first able, in its reasonable judgment, to render service to Customer utilizing the Project Capacity~~________________ [insert commencement date, which may be drafted to take into consideration uncertainties associated with completion of construction]~~ and continues in full force and effect ______________ ~~[insert either "through" or "~~for a primary period of~~"]~~ __________________ twenty (20) years ~~[insert end date of agreement or length of primary term]~~.* For agreements twelve (12) months or longer, ______________________ ~~[insert "~~Customer~~"~~ and/or ~~"~~MVP~~"]~~ may terminate the agreement at the end of the primary term by providing at least 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):

_X___ no renewal term

____ through _______________ [insert date]*

____ for a period of _______________ [insert length of renewal term]*

____ year to year* (subject to termination on ____months prior written notice)

____ month to month (subject to termination by either party upon ___ days written notice prior to contract expiration)

____ other (described in section 6 below)

* In accordance with Section 6.21 of the General Terms and Conditions, a right of first refusal may apply; any contractual right of first refusal will be set forth in Section (5) of this Exhibit A.

(5) Other Special Provisions:

Any capitalized terms used but not defined herein shall have the meanings ascribed to them in the Precedent Agreement dated March 10, 2015 between the parties.

Customer 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 (5) years, in accordance with MVP's FERC Gas Tariff.

This Agreement incorporates the Credit Agreement dated March 10, 2015 entered into by and between MVP and Customer and any amendment or restatements thereto.

~~[This section may include terms and conditions specifically permitted by provisions identified in Section 6.37 of the General Terms and Conditions of the Tariff.]~~

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

CUSTOMER:	**MOUNTAIN VALLEY PIPELINE, LLC :**
By ___________________________________	By ___________________________________
(Date)	(Date)
Title ________________________________	Title ________________________________

OPTIONAL EXHIBIT C
to the
TRANSPORTATION SERVICE AGREEMENT
between MOUNTAIN VALLEY PIPELINE, LLC
and
~~_________________ [CUSTOMER]~~WGL Midstream, Inc.,
pursuant to Rate Schedule FTS
Contract No. _______ Dated _____________

This Exhibit C is dated __________.
Any previously executed Exhibit C under this Agreement is terminated and is no longer in effect.

Negotiated Rate Agreement

(1) In accordance with Section 6.27 of the General Terms and Conditions of MVP's Tariff, MVP and Customer agree that the following negotiated rate provisions will apply under the Agreement:

[***]

Customer shall not be entitled to reservation charge credits in the event of a service outage affecting the transportation service to be provided under this Agreement.

In addition to the fixed Monthly Reservation rate as set forth in the FERC Gas Tariff or as otherwise agreed to by MVP and Customer, Customer shall pay for all Project service: (1) actual fuel and lost and unaccounted-for gas to recover fuel usage, lost and unaccounted for gas on the Project ("Retainage Rate"), (2) the applicable FERC ACA surcharge, and (3) any future surcharges either mandated by FERC.

MVP will retain 2.0% of Customer's nominated receipts volumes to recover fuel, lost and unaccounted for gas ("Estimated Retainage Rate").

Within 60 days after the end of each calendar quarter, MVP will calculate for each month of the quarter actual fuel and lost and unaccounted for gas rate for MPV's system ("Actual Fuel and LUF Rate") by taking the difference between monthly actual measured dekatherms received. The Estimated Retainage Rate less Actual Fuel and LUF Rate will be multiplied by Customer's monthly nominated volumes during the preceding calendar quarter to determine the monthly volumes owed to either MVP or Customer ("True-up Volumes"). If the True-up Volumes are negative, gas is due to MVP and if the True-up Volumes are positive, gas is due to Customer.

Customer and MVP agree that payback of the True-up Volumes will take place over the 60 day period following notice by MVP to Customer of the True-up Volumes as calculated by the above methodology.

MVP and Customer agree that the Estimated Retainage Rate will be adjusted 60 days after the end of each calendar year to reflect actual fuel and lost and unaccounted for gas for the most recent annual period.

~~[Insert negotiated rate terms]~~

Except as expressly stated herein, MVP's 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 MVP's Tariff applicable to Rate Schedule FTS, as revised from time to time.

(3) This Exhibit C is effective the later of (i) November 1, 2018 or (ii) first day of the month immediately following the date on which MVP is authorized by FERC to commence service on the Project facilities and MVP is first able, in its reasonable judgment, to render service to Customer utilizing the Project Capacity~~________________ [insert commencement date, which may be drafted to take into consideration uncertainties associated with completion of construction]~~ and continues in effect ~~____________________ [insert either "through" or "~~for a primary period of~~"]~~ twenty (20) years~~__________________ [insert end date of agreement or length of primary term]~~.

(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:

~~[This section may include terms and conditions specifically permitted by provisions identified in Section 6.37 of the General Terms and Conditions of the Tariff.]~~None.

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

CUSTOMER:

By ___________________________________

(Date)

Title _________________________________

MOUNTAIN VALLEY PIPELINE, LLC :

By ___________________________________

(Date)

Title _________________________________

Mountain Valley Pipeline, LLC
Mountain Valley Pipeline Project
Docket No. CP16-10-000

Responses to FERC Office of Energy Market Regulation Data Requests
Dated April 6, 2016

Attachment OEMR DR3d

Unexecuted Firm Transportation Service Agreement (Clean and Redline) With Roanoke Gas Company

MOUNTAIN VALLEY PIPELINE, LLC
TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO FIRM TRANSPORTATION
SERVICE UNDER RATE SCHEDULE FTS
Contract No.______
Dated _________

(1) This Agreement is entered into by and between Mountain Valley Pipeline, LLC ("MVP") and Roanoke Gas Company ("Customer").

(2) Agreement (CHECK ONE)

_X__ This is a new Agreement.

___ This Agreement supersedes, terminates, and cancels Contract No. _____, dated _____________. The superseded contract is no longer in effect.

(3) Service under this Agreement is provided pursuant to Subpart B or Subpart G of Part 284, Title 18, of the Code of Federal Regulations. Service under this Agreement is in all respects subject to and governed by the applicable Rate Schedule and the General Terms and Conditions of the MVP FERC Gas Tariff ("Tariff") as they may be modified from time to time and such are incorporated by reference. In the event that language of this Agreement or any Exhibit conflicts with MVP's Tariff, the language of the Tariff will control.

(4) MVP shall have the unilateral right to file with the Commission or other appropriate regulatory authority, in accordance with Section 4 of the Natural Gas Act, changes in MVP's Tariff, including both the level and design of rates, charges, Retainage Factors and services, and the General Terms and Conditions.

(5) Customer's Maximum Daily Quantity ("MDQ") of natural gas transported under this Agreement shall be the MDQ stated in Exhibit A to this Agreement.

(6) The effective date, term and associated notice and renewal provisions of this Agreement are stated in Exhibit A to this Agreement.

(7) The Receipt and Delivery Points are stated in Exhibit A to this Agreement.

(8) Customer shall pay MVP the maximum applicable rate (including all other applicable charges and Retainage Factors authorized pursuant to Rate Schedule FTS and the Tariff) for services rendered under this Agreement, unless Customer and MVP execute Optional Exhibit B (Discounted Rate Agreement) or Optional Exhibit C (Negotiated Rate Agreement).

(9) Exhibits are incorporated by reference into this Agreement upon their execution. Customer and MVP may amend any attached Exhibit by mutual agreement, which amendments shall be reflected in a revised Exhibit, and shall be incorporated by reference as part of this Agreement.

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

CUSTOMER:	**MOUNTAIN VALLEY PIPELINE, LLC :**
By ______________________________	By ______________________________
(Date)	(Date)
Title _____________________________	Title _____________________________

EXHIBIT A
to the
TRANSPORTATION SERVICE AGREEMENT
between MOUNTAIN VALLEY PIPELINE, LLC
and
Roanoke Gas Company,
pursuant to Rate Schedule FTS
Contract No. _______ Dated ____________

This Exhibit A is dated _________.
Any previously executed Exhibit A under this Agreement is terminated and is no longer in effect.

(1) Notices and Correspondence shall be sent to:

Mountain Valley Pipeline, LLC

EQT Plaza
625 Liberty Avenue Ste 1700
Pittsburgh, PA 15222-3111
Attn: Gas Transportation Dept.
Phone: (412) 395-3230
Facsimile: (412) 395-3347
E-mail Address: _____________

Roanoke Gas Company

Address:

519 Kimball Avenue NE
Roanoke, Virginia 24016

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

(2) Maximum Daily Quantity ("MDQ"): 10,000 Dth Effective Date: See Section 4 below

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

Primary Receipt Point(s)** (Meter No. and/or Meter Name)	MDQ Allocation	Effective Date
TBD - Mobley	10,000 Dth	See Section 4 below

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

Primary Delivery Point(s) (Meter No. and/or Meter Name)	MDQ Allocation	Effective Date
TBD – Transco Station 165	10,000 Dth	See Section 4 below

(4) Effective Date and Term: This Exhibit A is effective the later of (i) November 1, 2018 or (ii) first day of the month immediately following the date on which MVP is authorized by FERC to commence service on the Project facilities and MVP is first able, in its reasonable judgment, to render service to Customer utilizing the Project Capacity and continues in full force and effect for a primary period of twenty (20) years.* For agreements twelve (12) months or longer, Customer and/or MVP 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):

_X___ no renewal term

____ through ________________ [insert date]*

____ for a period of ________________ [insert length of renewal term]*

____ year to year* (subject to termination on ____months prior written notice)

____ month to month (subject to termination by either party upon ___ days written notice prior to contract expiration)

____ other (described in section 6 below)

* In accordance with Section 6.21 of the General Terms and Conditions, a right of first refusal may apply; any contractual right of first refusal will be set forth in Section (5) of this Exhibit A.

(5) Other Special Provisions:

Any capitalized terms used but not defined herein shall have the meanings ascribed to them in the Precedent Agreement dated October 1, 2015 between the parties.

Customer 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 (5) years, in accordance with MVP's FERC Gas Tariff.

This Agreement incorporates the Credit Agreement dated October 1, 2015 entered into by and between MVP and Customer and any amendment or restatements thereto.

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

CUSTOMER:	**MOUNTAIN VALLEY PIPELINE, LLC :**
By ________________________________	By ________________________________
(Date)	(Date)
Title ______________________________	Title ________________________________

OPTIONAL EXHIBIT C
to the
TRANSPORTATION SERVICE AGREEMENT
between MOUNTAIN VALLEY PIPELINE, LLC
and
Roanoke Gas Company,
pursuant to Rate Schedule FTS
Contract No. _______ Dated _____________

This Exhibit C is dated __________.
Any previously executed Exhibit C under this Agreement is terminated and is no longer in effect.

Negotiated Rate Agreement

(1) In accordance with Section 6.27 of the General Terms and Conditions of MVP's Tariff, MVP and Customer agree that the following negotiated rate provisions will apply under the Agreement:

[redacted]

[redacted]

Customer shall not be entitled to reservation charge credits in the event of a service outage affecting the transportation service to be provided under this Agreement.

In addition to the fixed Monthly Reservation rate as set forth in the FERC Gas Tariff or as otherwise agreed to by MVP and Customer, Customer shall pay for all Project service: (1) actual fuel and lost and unaccounted-for gas to recover fuel usage, lost and unaccounted for gas on the Project ("Retainage Rate"), (2) the applicable FERC ACA surcharge, and (3) any future surcharges either mandated by FERC.

MVP will retain 2.0% of Customer's nominated receipts volumes to recover fuel, lost and unaccounted for gas ("Estimated Retainage Rate").

Within 60 days after the end of each calendar quarter, MVP will calculate for each month of the quarter actual fuel and lost and unaccounted for gas rate for MPV's system ("Actual Fuel and LUF Rate") by taking the difference between monthly actual measured dekatherms received. The Estimated Retainage Rate less Actual Fuel and LUF Rate will be multiplied by Customer's monthly nominated volumes during the preceding calendar quarter to determine the monthly volumes owed to either MVP or Customer ("True-up Volumes"). If the True-up Volumes are negative, gas is due to MVP and if the True-up Volumes are positive, gas is due to Customer.

Customer and MVP agree that payback of the True-up Volumes will take place over the 60 day period following notice by MVP to Customer of the True-up Volumes as calculated by the above methodology.

MVP and Customer agree that the Estimated Retainage Rate will be adjusted 60 days after the end of each calendar year to reflect actual fuel and lost and unaccounted for gas for the most recent annual period.

Except as expressly stated herein, MVP's 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 MVP's Tariff applicable to Rate Schedule FTS, as revised from time to time.

(3) This Exhibit C is effective the later of (i) November 1, 2018 or (ii) first day of the month immediately following the date on which MVP is authorized by FERC to commence service on the Project facilities and MVP is first able, in its reasonable judgment, to render service to Customer utilizing the Project Capacity and continues in effect for a primary period of twenty (20) years.

(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 MVP have executed this Exhibit C by their duly authorized officers, effective as of the date indicated above.

CUSTOMER:	**MOUNTAIN VALLEY PIPELINE, LLC :**
By ________________________________	By ________________________________
(Date)	(Date)
Title ________________________________	Title ________________________________

MOUNTAIN VALLEY PIPELINE, LLC
TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO FIRM TRANSPORTATION
SERVICE UNDER RATE SCHEDULE FTS
Contract No.______
Dated _________

(1) This Agreement is entered into by and between Mountain Valley Pipeline, LLC (“MVP”) and ~~____________________~~Roanoke Gas Company (“Customer”).

(2) Agreement (CHECK ONE)

_X__ This is a new Agreement.

___ This Agreement supersedes, terminates, and cancels Contract No. _____, dated _____________. The superseded contract is no longer in effect.

(3) Service under this Agreement is provided pursuant to Subpart B or Subpart G of Part 284, Title 18, of the Code of Federal Regulations. Service under this Agreement is in all respects subject to and governed by the applicable Rate Schedule and the General Terms and Conditions of the MVP FERC Gas Tariff (“Tariff”) as they may be modified from time to time and such are incorporated by reference. In the event that language of this Agreement or any Exhibit conflicts with MVP’s Tariff, the language of the Tariff will control.

(4) MVP shall have the unilateral right to file with the Commission or other appropriate regulatory authority, in accordance with Section 4 of the Natural Gas Act, changes in MVP’s Tariff, including both the level and design of rates, charges, Retainage Factors and services, and the General Terms and Conditions.

(5) Customer’s Maximum Daily Quantity (“MDQ”) of natural gas transported under this Agreement shall be the MDQ stated in Exhibit A to this Agreement.

(6) The effective date, term and associated notice and renewal provisions of this Agreement are stated in Exhibit A to this Agreement.

(7) The Receipt and Delivery Points are stated in Exhibit A to this Agreement.

(8) Customer shall pay MVP the maximum applicable rate (including all other applicable charges and Retainage Factors authorized pursuant to Rate Schedule FTS and the Tariff) for services rendered under this Agreement, unless Customer and MVP execute Optional Exhibit B (Discounted Rate Agreement) or Optional Exhibit C (Negotiated Rate Agreement).

(9) Exhibits are incorporated by reference into this Agreement upon their execution. Customer and MVP may amend any attached Exhibit by mutual agreement, which amendments shall be reflected in a revised Exhibit, and shall be incorporated by reference as part of this Agreement.

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

CUSTOMER:	**MOUNTAIN VALLEY PIPELINE, LLC :**
By ______________________________ (Date)	By ______________________________ (Date)
Title ____________________________	Title ____________________________

EXHIBIT A
to the
TRANSPORTATION SERVICE AGREEMENT
between MOUNTAIN VALLEY PIPELINE, LLC
and
~~______________ [CUSTOMER]~~Roanoke Gas Company,
pursuant to Rate Schedule FTS
Contract No. _______ Dated ____________

This Exhibit A is dated _________.
Any previously executed Exhibit A under this Agreement is terminated and is no longer in effect.

(1) Notices and Correspondence shall be sent to:

Mountain Valley Pipeline, LLC

EQT Plaza
625 Liberty Avenue Ste 1700
Pittsburgh, PA 15222-3111
Attn: Gas Transportation Dept.
Phone: (412) 395-3230
Facsimile: (412) 395-3347
E-mail Address: _____________

~~[Customer]~~Roanoke Gas Company

Address:

519 Kimball Avenue NE
Roanoke, Virginia 24016

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

(2) Maximum Daily Quantity ("MDQ"): ~~______~~10,000 Dth Effective Date: See Section 4 below

~~(2)~~

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

Primary Receipt Point(s)** (Meter No. and/or Meter Name)	MDQ Allocation	Effective Date
TBD - Mobley	10,000 Dth	See Section 4 below

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

Primary Delivery Point(s) (Meter No. and/or Meter Name)	MDQ Allocation	Effective Date
TBD – Transco Station 165	10,000 Dth	See Section 4 below

(4) Effective Date and Term: This Exhibit A is effective the later of (i) November 1, 2018 or (ii) first day of the month immediately following the date on which MVP is authorized by FERC to commence service on the Project facilities and MVP is first able, in its reasonable judgment, to render service to Customer utilizing the Project Capacity~~________________ [insert commencement date, which may be drafted to take into consideration uncertainties associated with completion of construction]~~ and continues in full force and effect ~~______________ [insert either "through" or "~~for a primary period of~~"] ________________~~ twenty (20) years ~~[insert end date of agreement or length of primary term]~~.* For agreements twelve (12) months or longer, ~~______________________ [insert "~~Customer~~"~~ and/or ~~"~~MVP~~"]~~ may terminate the agreement at the end of the primary term by providing at least 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):

_X___ no renewal term

____ through _______________ [insert date]*

____ for a period of _______________ [insert length of renewal term]*

____ year to year* (subject to termination on ____months prior written notice)

____ month to month (subject to termination by either party upon ___ days written notice prior to contract expiration)

____ other (described in section 6 below)

* In accordance with Section 6.21 of the General Terms and Conditions, a right of first refusal may apply; any contractual right of first refusal will be set forth in Section (5) of this Exhibit A.

(5) Other Special Provisions:

Any capitalized terms used but not defined herein shall have the meanings ascribed to them in the Precedent Agreement dated October 1, 2015 between the parties.

Customer 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 (5) years, in accordance with MVP's FERC Gas Tariff.

This Agreement incorporates the Credit Agreement dated October 1, 2015 entered into by and between MVP and Customer and any amendment or restatements thereto.

~~[This section may include terms and conditions specifically permitted by provisions identified in Section 6.37 of the General Terms and Conditions of the Tariff.]~~

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

CUSTOMER:	**MOUNTAIN VALLEY PIPELINE, LLC :**
By ________________________________	By ________________________________

(Date) (Date)

Title ______________________________ Title ______________________________

OPTIONAL EXHIBIT C
to the
TRANSPORTATION SERVICE AGREEMENT
between MOUNTAIN VALLEY PIPELINE, LLC
and
~~________________ [CUSTOMER]~~Roanoke Gas Company,
pursuant to Rate Schedule FTS
Contract No. _______ Dated _____________

This Exhibit C is dated __________.
Any previously executed Exhibit C under this Agreement is terminated and is no longer in effect.

Negotiated Rate Agreement

(1) In accordance with Section 6.27 of the General Terms and Conditions of MVP's Tariff, MVP and Customer agree that the following negotiated rate provisions will apply under the Agreement:

[***]

Customer shall not be entitled to reservation charge credits in the event of a service outage affecting the transportation service to be provided under this Agreement.

In addition to the fixed Monthly Reservation rate as set forth in the FERC Gas Tariff or as otherwise agreed to by MVP and Customer, Customer shall pay for all Project service: (1) actual fuel and lost and unaccounted-for gas to recover fuel usage, lost and unaccounted for gas on the Project ("Retainage Rate"), (2) the applicable FERC ACA surcharge, and (3) any future surcharges either mandated by FERC.

MVP will retain 2.0% of Customer's nominated receipts volumes to recover fuel, lost and unaccounted for gas ("Estimated Retainage Rate").

Within 60 days after the end of each calendar quarter, MVP will calculate for each month of the quarter actual fuel and lost and unaccounted for gas rate for MPV's system ("Actual Fuel and LUF Rate") by taking the difference between monthly actual measured dekatherms received. The Estimated Retainage Rate less Actual Fuel and LUF Rate will be multiplied by Customer's monthly nominated volumes during the preceding calendar quarter to determine the monthly volumes owed to either MVP or Customer ("True-up Volumes"). If the True-up Volumes are negative, gas is due to MVP and if the True-up Volumes are positive, gas is due to Customer.

Customer and MVP agree that payback of the True-up Volumes will take place over the 60 day period following notice by MVP to Customer of the True-up Volumes as calculated by the above methodology.

MVP and Customer agree that the Estimated Retainage Rate will be adjusted 60 days after the end of each calendar year to reflect actual fuel and lost and unaccounted for gas for the most recent annual period.

~~[Insert negotiated rate terms]~~

Except as expressly stated herein, MVP's 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 MVP's Tariff applicable to Rate Schedule FTS, as revised from time to time.

(3) This Exhibit C is effective the later of (i) November 1, 2018 or (ii) first day of the month immediately following the date on which MVP is authorized by FERC to commence service on the Project facilities and MVP is first able, in its reasonable judgment, to render service to Customer utilizing the Project Capacity~~________________ [insert commencement date, which may be drafted to take into consideration uncertainties associated with completion of construction]~~ and continues in effect ~~____________________ [insert either "through" or "~~for a primary period of~~"]~~ twenty (20) years~~__________________ [insert end date of agreement or length of primary term]~~.

(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:

~~[This section may include terms and conditions specifically permitted by provisions identified in Section 6.37 of the General Terms and Conditions of the Tariff.]~~None.

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

CUSTOMER:	**MOUNTAIN VALLEY PIPELINE, LLC :**
By ___________________________________	By ___________________________________
(Date)	(Date)
Title _________________________________	Title _________________________________