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**EXHIBIT A
TO MASTER PURCHASE AGREEMENT**

ASSET EXCHANGE AGREEMENT

ASSET EXCHANGE AGREEMENT

dated as of December 19, 2012

by and between

EQT CORPORATION

and

PNG COMPANIES LLC

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**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

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EXHIBITS

- Exhibit A - General Conveyance, Assignment and Bill of Sale
- Exhibit B - Assignment Agreement
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- Exhibit D-1 - Master Transmission Receipt Point Interconnect Agreement
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- Exhibit D-3 - Farm Tap Agreement

ASSET EXCHANGE AGREEMENT

This Asset Exchange Agreement, dated as of December 19, 2012 (this "Agreement") is made by and between EQT Corporation, a Pennsylvania corporation ("EQT"), and PNG Companies LLC, a Delaware limited liability company ("PNG").

RECITALS

WHEREAS, EQT, Distribution Holdco, LLC, a wholly-owned subsidiary of EQT ("Holdco"), and PNG are parties to that certain Master Purchase Agreement, dated as of the date hereof (the "Master Purchase Agreement"), pursuant to which EQT and Holdco have agreed to transfer to PNG, and PNG has agreed to acquire from EQT and Holdco, all outstanding membership interests in Equitable Gas Company, LLC ("Equitable Gas") and Equitable Homeworks, LLC ("Equitable Homeworks"), each an indirect wholly-owned subsidiary of EQT;

WHEREAS, PNG desires to transfer, convey and assign, or cause its Affiliates to transfer, convey and assign, to EQT, and EQT desires to acquire from PNG or its Affiliates, subject to the terms and conditions of this Agreement, the Assets (as defined herein), in satisfaction of a portion of the aggregate consideration to be paid by PNG under the Master Purchase Agreement for the acquisition of certain outstanding membership interests in Equitable Gas and certain outstanding membership interests in Equitable Homeworks (the "Membership Interests");

WHEREAS, the Parties agree that PNG's acquisition of the Membership Interests under the Master Purchase Agreement will be treated as an asset acquisition for U.S. federal income Tax purposes and that PNG (or, if PNG is a disregarded entity for U.S. federal income tax purposes, its owner for U.S. federal income tax purposes) will be deemed for U.S. federal income Tax purposes to transfer the Assets to EQT in exchange for the assets listed on Schedule 11.13, as supplemented or amended from time to time in accordance with Section 11.13; and

WHEREAS, the Parties intend that the transactions contemplated by this Agreement and the Master Purchase Agreement qualify in whole or in part as a "like-kind" exchange pursuant to Section 1031 of the Code and any corresponding state or local income Tax laws;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound, the parties hereby agree as follows:

ARTICLE I

CERTAIN DEFINITIONS

Section 1.1 **Definitions.** For the purposes of this Agreement, the following words and phrases shall have the following meanings:

"Action" means any (i) claim, (ii) action, (iii) suit, (iv) arbitration, or (v) proceeding or investigation by or before any Governmental Entity.

“Adverse Consequences” means all Actions, hearings, charges, complaints, demands, injunctions, judgments, orders, decrees, rulings, damages, dues, penalties, fines, costs (including court costs and investigative and remedial costs), amounts paid in settlement, liabilities, obligations, Taxes, Liens, losses, fees and expenses (including reasonable attorneys’ and accountants’ fees), including expenses incurred in mitigating Adverse Consequences pursuant to Section 10.6(a).

“Advisors” has the meaning set forth in Section 11.8(b).

“Affiliate” means any Person in control or under control of, or under common control with, another Person. For purposes of the foregoing, “control,” with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities or by contract or otherwise.

“Agreement” has the meaning set forth in the first paragraph of this Agreement.

“Ancillary Agreements” has the meaning set forth in Section 1.1 of the Master Purchase Agreement.

“Assets” has the meaning set forth in Section 2.1(a).

“Assignment Agreement” has the meaning set forth in Section 8.2(a)(ii).

“Assumed Liabilities” has the meaning set forth in Section 2.2.

“Books and Records” shall mean all original books, records, ledgers, files, documents, correspondence, lists, plats, architectural plans, drawings and specifications, creative materials, advertising and promotional materials, studies, reports and other printed or written materials, and the limited liability company books and records of Rager Mountain.

“Business” means the ownership, operation and use of the Assets, including the ownership, operation and use by Rager Mountain of all of its assets and properties.

“Buyer Required Approvals” means the approvals, applications, notices or filings set forth on Schedule 4.4 of the Master Purchase Agreement.

“Closing” has the meaning set forth in Section 8.1.

“Closing Date” has the meaning set forth in Section 8.1.

“Code” means the Internal Revenue Code of 1986, as amended.

“Company Guarantees” has the meaning set forth in Section 5.4(b).

“Confidentiality Agreement” has the meaning set forth in Section 5.1 of the Master Purchase Agreement.

“Contract” means any contract, agreement, license, note, bond, mortgage, indenture, instrument or other legally binding arrangement with any Person that is included in the Assets, directly relates to the Assets or the Business or to PNG’s Knowledge, will be binding on the Assets or EQT following Closing as a result of the consummation of the transactions contemplated by this Agreement; provided that “Contract” shall not include this Agreement, the Master Purchase Agreement, the Ancillary Agreements or any agreements related to the foregoing or the transactions contemplated thereby.

“Easements” has the meaning set forth in Section 3.11(b).

“Environmental Laws” means all Laws relating to pollution or protection of the environment or natural resources, including Laws relating to Releases or threatened Releases of Hazardous Substances (including, without limitation, Releases to ambient air, surface water, groundwater land and surface and subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, Release, transport, disposal or handling of Hazardous Substances.

“Environmental Permits” has the meaning set forth in Section 3.13.

“Employee Plan” means any “employee benefit plan” (as defined in Section 3(3) of ERISA) and any material bonus, deferred compensation, incentive compensation, stock purchase, stock option, severance or termination pay, hospitalization or other medical, life or other insurance, profit-sharing, pension, or retirement plan, program, agreement or arrangement, and each other material employee benefit plan, program, agreement or arrangement maintained or contributed to or required to be contributed to by PNG or an ERISA Affiliate.

“EQT” has the meaning set forth in the first paragraph of this Agreement.

“EQT Material Adverse Effect” means a change or effect, whether resulting from events, actions, inactions or circumstances, that has or would reasonably be expected to have a material adverse effect on EQT or which seeks to prevent or materially impede the ability of EQT or its Affiliates to consummate the transactions contemplated hereby or in the Ancillary Agreements.

“EQT Protected Parties” has the meaning set forth in Section 10.1(a).

“Equitable Gas” has the meaning set forth in the Recitals.

“Equitable Homeworks” has the meaning set forth in the Recitals.

“ERISA” has the meaning set forth in Section 3.10.

“ERISA Affiliate” means any other Person that, together with PNG is required to be treated as a single employer under Section 414 of the Code or Section 4001(b) of ERISA.

“Excluded Assets” has the meaning set forth in Section 2.1(a).

“FERC” refers to the Federal Energy Regulatory Commission.

“General Conveyance” has the meaning set forth in Section 8.2(a)(i).

“Governmental Entity” means any government, or any governmental, regulatory or administrative agency, bureau, board, commission, court, department, official, political subdivision, tribunal or other instrumentality of any government, in each case whether federal, state or local, domestic or foreign.

“Governmental Order” means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Entity

“Hazardous Substance” means any substance, material, product, derivative, compound, mixture, mineral, chemical, waste, medical waste or gas (excluding natural gas), defined or included within the definition of a “hazardous substance,” “hazardous waste,” “hazardous material,” “toxic chemical,” “toxic substance,” “hazardous chemical,” “extremely hazardous substance,” “pollutant,” “contaminant” or any other words of similar meaning within the context used under any applicable Environmental Law.

“Holdco” has the meaning set forth in the Recitals.

“Indebtedness” has the meaning set forth in Section 5.1(a)(iv).

“Indemnified Party” has the meaning set forth in Section 10.2.

“Indemnifying Party” has the meaning set forth in Section 10.2.

“Independent Tax Arbitrator” has the meaning set forth in Section 5.3(h).

“Intellectual Property” means all patents, patent applications, trademarks, service marks, tradenames, copyrights, proprietary software, inventions, trade secrets, and other proprietary, intangible items.

“Interconnect Agreements” has the meaning set forth in Section 8.2(a)(ix).

“IT Systems Assets” has the meaning set forth in Section 3.14(b).

“Knowledge” or words to such effect mean, with respect to PNG, the actual knowledge of the persons listed on Schedule 1.1(a) after reasonable inquiry; provided that, with respect to Intellectual Property, such “reasonable inquiry” shall not be interpreted to require PNG or any of its Affiliates (or any of its respective officers, directors, contractors or employees) to conduct, have conducted, obtain or have obtained any freedom-to-operate opinions or similar opinions of counsel or any Intellectual Property clearance searches, and with respect to EQT, the actual knowledge of the persons listed on Schedule 1.1(b) after reasonable inquiry.

“Law” means any applicable constitutional provision, statute, ordinance or other law, rule, code, regulation or interpretation of any Governmental Entity and any decree, injunction, stay, judgment, order, ruling, assessment or writ.

“Liens” means liens (statutory or otherwise), charges, security interests, hypothecation, mortgage, restrictions, options, pledges, claims or encumbrances of any nature.

“Line Fill” means all Natural Gas owned by PNG and contained in the Transmission Assets.

“Master Purchase Agreement” has the meaning set forth in the Recitals.

“Material Adverse Effect” means a change or effect, whether resulting from events, actions, inactions or circumstances, that either individually or in the aggregate is, or as applicable, would reasonably be expected to (a) be materially adverse to the business, assets, condition (financial or otherwise) or results of operations of PNG or (b) prevent or materially impede the ability of PNG to consummate the transactions contemplated herein or in the Ancillary Agreements, excluding, in any case, (i) any changes, circumstances or effects resulting from or relating to changes or developments in the economy, financial markets, interest rates, securities markets or commodity markets, (ii) any changes or effects resulting from or relating to changes in applicable Laws (including, without limitation, changes in Laws affecting owners or providers of gas production, gathering, transmission or distribution as a group) or in the political climate generally or in any specific region, in each case, which do not have a disproportionate effect (relative to other industry participants) on PNG, (iii) any changes in conditions or developments generally applicable to the industries in which PNG is involved, which do not have a disproportionate effect (relative to other industry participants) on PNG, (iv) any changes resulting from or associated with acts of war or terrorism or changes imposed by a Governmental Entity associated with additional security to address concerns of terrorism, (v) any change in U.S. GAAP, or interpretations thereof, (vi) changes or effects to the extent constituting or involving any Midstream Retained Asset, (vii) changes or effects resulting from the public announcement or pendency of the transactions contemplated by this Agreement or as a result of actions specifically contemplated by this Agreement or the Ancillary Agreements and (viii) any change or effect that is cured (including by the payment of money) before the earlier of the Closing and the termination of this Agreement pursuant to Article IX.

“MMcf” means a million cubic feet.

“Native/Base Gas” means Natural Gas maintained as permanent inventory in the Storage Assets, including any native gas remaining in reservoirs after economic production has ceased, to maintain adequate pressure and deliverability rates for operations.

“Natural Gas” means natural gas and associated hydrocarbons.

“Parties” means EQT and PNG and “Party” means either EQT or PNG as applicable.

“Peoples” means Peoples Natural Gas Company LLC, a Pennsylvania limited liability company.

“Peoples TWP” means Peoples TWP LLC, a Pennsylvania limited liability company.

“Permits” means permits, licenses and other governmental authorizations.

“Permitted Liens” means (i) Liens and encumbrances set forth on Schedule 1.1(c), (ii) Permitted Tax Liens, (iii) materialmen’s, warehousemen’s and mechanics’ Liens and other Liens arising by operation of law in the ordinary course of business for sums not yet due and relating to obligations as to which there is no default on the part of PNG, any Affiliate of PNG owning Assets or Rager Mountain, and (iv) such other Liens, imperfections in or failures of title, easements, leases, licenses, restrictions, activity and use limitations, as do not materially impair the title to, possession, and/or use of such property for its intended purpose.

“Permitted Tax Liens” has the meaning set forth in Section 3.8(d).

“Person” means and includes an individual, a partnership, a joint venture, a corporation, a union, a limited liability company, a trust, an unincorporated organization or a Governmental Entity or any other separate legal entity recognized pursuant to Law.

“PNG” has the meaning set forth in the first paragraph of this Agreement.

“PNG Consents” means the consents or notices set forth on Schedule 3.4.

“PNG Disclosure Schedule” has the meaning set forth in Article III.

“PNG Protected Parties” has the meaning set forth in Section 10.1(b).

“Rager Mountain Membership Interests” has the meaning set forth in Section 3.5(a).

“Rager Mountain” means Rager Mountain Storage Company LLC, a wholly-owned subsidiary of PNG.

“Reasonable Efforts” shall mean commercially reasonable efforts.

“Release” means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the environment (including the abandonment or discarding of barrels, containers or other closed receptacles containing Hazardous Substances).

“Retained Obligations” has the meaning set forth in Section 2.3.

“ROW” has the meaning set forth in Section 5.7.

“Seller Required Approvals” means the approvals, applications, notices or filings set forth on Schedule 3.9 of the Master Purchase Agreement.

“Storage Assets” shall mean the storage assets known as Rager Mountain, Gamble Hayden, Webster and Truittsburg, as described on Exhibit C-1 hereto.

“Storage Gas” means all Natural Gas owned by PNG and contained in the Storage Assets.

“Tax” or “Taxes” means any and all U.S. federal, state, local or foreign net income, gross income, gross receipts, revenues, sales, use, ad valorem, transfer, franchise, capital stock, profits,

license, license fee, environmental, customs duty, unclaimed property or escheat payments, alternative fuels, mercantile, lease, service, withholding, payroll, employment, unemployment, social security, disability, excise, severance, registration, stamp, occupation, premium, property (real or personal), windfall profits, fuel, value added, alternative or add on minimum, estimated or other similar taxes, duties, levies, customs, tariffs, imposts or assessments (including public utility commission assessments relating to revenues) imposed by any Governmental Entity, together with any interest, penalties or additions thereto payable to any Governmental Entity in respect thereof.

“Tax Proceeding” has the meaning set forth in Section 5.3(c).

“Tax Return” means any return, declaration, report, statement, election, claim for refund or other written document, together with all attachments, amendments and supplements thereto, filed with or provided to, or required to be filed with or provided to, a Governmental Entity in respect of Taxes.

“Transfer Tax” means any sales, use, transfer, real property transfer, recording, stock transfer or other similar Taxes or fees, including any interest, penalties or additions thereto, whether disputed or not; provided, however, that the term “Transfer Tax” shall not include any Tax measured in whole or in part by net income.

“Transmission Assets” shall mean the approximately 200 miles of transmission lines described on Exhibit C-1 hereto.

“Twin Pipeline” has the meaning set forth in Section 5.7.

“U.S. GAAP” means accounting principles generally accepted in the United States of America.

ARTICLE II

EXCHANGE OF ASSETS

Section 2.1 **Exchange of Assets.** Subject to the terms and conditions set forth in this Agreement:

(a) Transfer of the Assets. At the Closing, PNG shall, or shall cause its Affiliates to, transfer to EQT all of the assets listed on Exhibit C-1 (collectively, the “Assets”), free and clear of all Liens (other than Permitted Liens) in exchange for the transfer by EQT or its Affiliates of its indirect interests in certain of the assets of each of Equitable Gas and Equitable Homeworks through the transactions contemplated by the Master Purchase Agreement; provided, however, that the Assets (or any portion thereof) may, at the sole option of PNG and in accordance with Section 5.3, be transferred between the date hereof and the Closing to a newly-formed entity that is wholly-owned by PNG and treated as a disregarded entity for U.S. federal income Tax purposes (“NewCo”) pursuant to agreements and instruments reasonably acceptable to EQT (which acceptance shall not be unreasonably withheld, conditioned or delayed) and, in such event, then 100% of the equity interests of NewCo shall be included in the Assets and transferred by PNG to EQT at the Closing; provided, further that none of the transfers described

in the preceding proviso is intended to (A) have an economic or risk-sharing effect on the transactions contemplated by this Agreement or (B) impact the use of the Assets or the value of the Assets, and the Parties shall cooperate in amending this Agreement to ensure that such transfers to NewCo do not have such effect, including by expanding the representations and warranties to provide customary ownership and entity representations and warranties with respect to NewCo, amending the description of the Retained Obligations to reflect the NewCo ownership and amending the indemnification provided with respect to the Retained Obligations and the expanded representations and warranties.

Notwithstanding anything herein to the contrary and for the avoidance of doubt, each of PNG and its Affiliates, as applicable, shall retain ownership of all of its respective assets not specifically transferred pursuant to this Agreement, including the assets described on Exhibit C-2 (the "Excluded Assets").

(b) Consideration. The Parties are entering into this Agreement as an incentive for, and in consideration of, entering into, and consummating the transactions contemplated by, the Master Purchase Agreement to the extent that such Master Purchase Agreement relates to EQT's indirect interest in the assets set forth in Schedule 11.13.

Section 2.2 Assumed Liabilities. Without limiting EQT's rights to indemnify under Article X, from and after the Closing, EQT assumes and hereby agrees to fulfill, perform, pay and discharge (or cause to be fulfilled, performed, paid and discharged) all (a) obligations and liabilities arising on or after the Closing Date with respect to the Assets and the Business and (b) Taxes attributable to the Assets and the Business in respect of all periods commencing on the Closing Date and those Taxes allocable to EQT under Section 5.3; provided that EQT does not assume any obligations of PNG or its Affiliates to the extent attributable to or arising out of the Retained Obligations (subject to such limitation, all of said obligations and liabilities are herein referred to as the "Assumed Liabilities"). For the purpose of clarity, Assumed Liabilities shall include obligations which by their terms accrue on or after the Closing Date with respect to the Assets and the Business, including under Contracts assumed by EQT at the Closing.

Section 2.3 Retained Obligations. PNG retains and hereby agrees to fulfill, perform, pay and discharge (or cause to be fulfilled, performed, paid and discharged) all obligations and liabilities, known or unknown, to the extent relating to (i) the Assets and the Business prior to the Closing Date and (ii) the Excluded Assets (collectively, the "Retained Obligations"). The Retained Obligations shall remain the sole responsibility of and shall be retained, paid, performed and discharged solely by PNG or its Affiliates.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF PNG

Except as otherwise disclosed in this Agreement or in the disclosure schedules delivered by PNG to EQT on the date hereof (the "PNG Disclosure Schedule") corresponding to the particular section or subsection contained in this Article III (it being understood that disclosure for one section shall be deemed to be disclosure for any other section as to which the applicability is reasonably apparent from the face of the disclosure) or as otherwise expressly

disclosed in or specifically contemplated by this Agreement or the Ancillary Agreements, PNG hereby represents and warrants to EQT that, as of the date hereof and as of the Closing Date (except where such representation or warranty is expressly made as of another specific date), as follows:

Section 3.1 Formation and Corporate Power.

(a) PNG is a limited liability company duly formed, validly existing and in good standing under the laws of Delaware. PNG is duly qualified or licensed to do business in each jurisdiction where the nature of the business conducted by it or the character or location of its assets and the actions to be performed by it hereunder makes such qualification or licensing necessary, except in those jurisdictions where the failure to be so qualified or licensed would not reasonably be expected to have a Material Adverse Effect.

(b) Peoples is a limited liability company duly formed, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania. Peoples is duly qualified or licensed to do business in each jurisdiction where the nature of the business conducted by it or the character or location of its assets and the actions to be performed by it hereunder makes such qualification or licensing necessary, except in those jurisdictions where the failure to be so qualified or licensed would not reasonably be expected to have a Material Adverse Effect.

(c) Rager Mountain is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware. Rager Mountain is duly qualified or licensed to do business in each jurisdiction where the nature of the business conducted by it or the character or location of its assets and the actions to be performed by it hereunder makes such qualification or licensing necessary, except in those jurisdictions where the failure to be so qualified or licensed would not reasonably be expected to have a Material Adverse Effect. Rager Mountain has full limited liability company power and authority to own, lease or otherwise hold its properties and assets and to carry on its business as now conducted.

(d) PNG has delivered to EQT the limited liability company agreement and certificate of formation of Rager Mountain, and the same are true and correct as amended through the date hereof.

Section 3.2 Authorization; Validity.

(a) Each of PNG and Peoples has all necessary limited liability company right, power, capacity and authority to execute and deliver this Agreement and all documents and instruments to be executed and delivered hereunder, to consummate the transactions contemplated hereby and thereby and to perform its obligations hereunder and thereunder, and no other limited liability company actions on the part thereof are necessary to authorize the execution, delivery and performance of this Agreement or all documents and instruments to be executed and delivered hereunder, or the consummation of the transactions contemplated hereby or thereby.

(b) This Agreement has been duly executed and delivered by PNG and constitutes the valid and binding obligation of PNG, enforceable against PNG in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization,

moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally, and general equitable principles (whether considered in a proceeding in equity or at law). Each document or instrument contemplated hereby to be executed or delivered at Closing will be duly executed and delivered by PNG or Peoples, as applicable, and will constitute the valid and binding obligation of PNG or Peoples, as applicable, enforceable against PNG or Peoples, as applicable, in accordance with their respective terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally, and general equitable principles (whether considered in a proceeding in equity or at law).

Section 3.3 **No Conflict.** The execution, delivery and performance by PNG or Peoples of this Agreement and all other documents and instruments contemplated hereby to which PNG or Peoples is a party and the consummation by PNG or Peoples of the transactions contemplated hereby and thereby will not (a) violate, conflict with, or result in a breach of any provisions of the certificate or articles of incorporation, bylaws, articles of organization, partnership agreement, formation agreement or other similar organizational documents of PNG or Peoples, (b) subject to the receipt of the Buyer Required Approvals, violate any Law applicable to PNG or Peoples, or any Governmental Order or Permit applicable to PNG or Peoples, or (c) violate or conflict with, or constitute (with due notice or lapse of time or both) a default under, any material note, bond, mortgage, indenture, license, lease, contract, agreement or other instrument or obligation by which PNG or Peoples or any of the Assets are bound except, in the case of clauses (b) and (c) above, for such violations, conflicts or defaults as would not reasonably be expected to result in a material adverse effect on the Business or the Assets.

Section 3.4 **Consents and Approvals.** Subject to the receipt of the Buyer Required Approvals listed on Schedule 4.4 of the Master Purchase Agreement and the PNG Consents listed on Schedule 3.4 hereto, no registration or filing with, or consent or approval of or other action by, any Governmental Entity or any other Person is or will be necessary for the valid execution, delivery and performance by PNG or Peoples of this Agreement or all documents and instruments to be executed and delivered hereunder, and the consummation of the transactions by PNG (or by the applicable Affiliate of PNG) contemplated hereby or thereby, except where the failure to make or obtain such registrations, filings, consents or approvals would not have, individually or in the aggregate, a Material Adverse Effect.

Section 3.5 **Capitalization; Subsidiaries; Title to Membership Interests.**

(a) PNG owns of record and beneficially 100% of the authorized, issued and outstanding membership interests of Rager Mountain (the "Rager Mountain Membership Interests"). There are (i) no authorized or outstanding subscriptions, warrants, options, convertible securities or other rights (contingent or otherwise) to purchase or otherwise acquire from Rager Mountain any equity interests of or in Rager Mountain, (ii) no commitments on the part of Rager Mountain to issue membership interests, subscriptions, warrants, options, convertible securities, partnership interests or other similar rights, and (iii) no equity securities of Rager Mountain reserved for issuance for any such purpose. Rager Mountain has no obligation (contingent or other) to purchase, redeem or otherwise acquire any of its equity securities. Except for this Agreement, there is no voting trust or agreement, stockholders agreement, pledge agreement, buy-sell agreement, right of first refusal, preemptive right or proxy relating to any

equity securities of Rager Mountain. Rager Mountain does not own any equity interests (including partnership interests) in any other Person.

(b) All of the Rager Mountain Membership Interests have been or at the Closing shall be duly authorized and validly issued, and shall be free and clear of all Liens.

Section 3.6 **Rager Mountain Liabilities.** Rager Mountain has no Indebtedness, liability or obligation (whether accrued, absolute, contingent or otherwise) other than as set forth on Schedule 3.6.

Section 3.7 **Compliance with Law; Proceedings.**

(a) Except as set forth on Schedule 3.7, ownership, operation and use of the Assets are in compliance with all Laws, Permits and Governmental Orders (other than Tax Laws, which are addressed in Section 3.8, employment and labor laws which are addressed in Section 3.10, Environmental Laws, which are addressed in Section 3.13 and Laws relating to Intellectual Property, which are addressed in Section 3.14) except for such non-compliance as would not, or would not reasonably be expected to, result in a material adverse effect on the Business or the Assets. Except as set forth on Schedule 3.7, PNG, Peoples or Rager Mountain, as applicable has all Permits necessary to own and operate or otherwise conduct the Business as currently conducted, except where the failure to obtain the same would not reasonably be expected to result in a material adverse effect on the Business or the Assets. Except as set forth on Schedule 3.7, and except as would not result in, or would not reasonably be expected to, result in, individually or in the aggregate, a material adverse effect on the Business or the Assets, (i) each Permit is in full force and effect in accordance with its terms, (ii) there is no outstanding written notice, nor to PNG's Knowledge, any other notice of revocation, cancellation, termination, material limitation or restriction of any Permit, and (iii) there are no proceedings pending or, to PNG's Knowledge, threatened that seek the revocation, cancellation, termination, material limitation or restriction of any Permit.

(b) Except as set forth on Schedule 3.7, there are no (i) Actions pending or, to PNG's Knowledge, threatened, or (ii) investigations pending or, to PNG's Knowledge, threatened, against PNG, Peoples or Rager Mountain which relate to the Assets or the Business, at law or in equity, or before or by any Governmental Entity which would, or would reasonably be expected to, result in a material adverse effect on the Business or the Assets. Neither PNG, Peoples nor Rager Mountain is in default with respect to, or in violation of, any Governmental Order known to or served upon PNG (or its Affiliates) relating to the Assets or the Business, except for defaults and violations which would not, or would not reasonably be expected to, result in a material adverse effect on the Business or the Assets.

Section 3.8 **Tax Matters.** Except as disclosed on Schedule 3.8:

(a) Rager Mountain has at all times since formation been validly classified as a disregarded entity for U.S. federal income Tax purposes pursuant to Treasury Regulation Section 301.7701-2(c)(2)(i), and no election has been filed by Rager Mountain requesting an alternative classification for U.S. federal income Tax purposes.

(b) All material Tax Returns required to be filed with respect to the Assets or by, or with respect to, Rager Mountain, have been timely filed, all such Tax Returns are true, correct and complete in all material respects, all material Taxes required to have been paid with respect to the Assets or by, or with respect to, Rager Mountain or that could give rise to a Lien (other than a Permitted Tax Lien) on the Assets or the assets of Rager Mountain have been timely paid, and all material Taxes required to have been withheld by Rager Mountain have been timely withheld, and such withheld Taxes have been timely paid to the proper Governmental Entity.

(c) (i) No written agreement waiving or extending, or having the effect of waiving or extending, the statute of limitations for the period of assessment or collection of any Taxes of Rager Mountain, or with respect to Rager Mountain or the Assets, which statute or period has not expired, and no power of attorney with respect to any such Taxes that remains in effect, has been filed or entered into by Rager Mountain, or with respect to Rager Mountain or the Assets, with any Governmental Entity; (ii) the time for filing any material Tax Return of Rager Mountain, or with respect to Rager Mountain or the Assets, has not been extended to a date later than the date of this Agreement; (iii) there are no audits, claims, examinations, investigations or assessments regarding material Taxes pending against Rager Mountain or with respect to Rager Mountain or the Assets; and (iv) no Governmental Entity has asserted in writing, or to the Knowledge of PNG, orally, any deficiency or claim with respect to material Taxes or any material adjustments to Taxes against Rager Mountain or with respect to Rager Mountain or the Assets that is pending or has not been properly reflected on the financial statements of Rager Mountain in accordance with U.S. GAAP.

(d) There are no Liens for Taxes on any of the Assets or the assets of Rager Mountain, except for Liens for Taxes not due or delinquent, or which are being contested in good faith by appropriate proceedings, and for which adequate reserves have been established in accordance with U.S. GAAP ("Permitted Tax Liens").

(e) None of PNG's or Peoples' interest in any of the Assets or interests in, or the assets of, Rager Mountain is, or has ever been, treated as an interest in a partnership or any other entity for U.S. federal income Tax purposes. Rager Mountain (i) has not been a member of any affiliated, consolidated, combined or unitary group for purposes of filing Tax Returns, and (ii) has no material liability for the Taxes of any other Person under Treasury Regulation Section 1.1502-6 or any similar provision of state, local, or foreign Law.

(f) Rager Mountain does not have any material liability for the Taxes of any other Person as a transferee or successor, by agreement (whether oral or written), under Law, or otherwise.

(g) Rager Mountain has not participated in any "reportable transaction" within the meaning of Treasury Regulation Section 1.6011-4(b) (or any similar provision of state, local, or foreign Law) that could result in any Tax being imposed on Rager Mountain.

(h) For any state, local or foreign jurisdiction that does not treat the acquisition of the Rager Mountain Membership Interests as an asset acquisition, Rager Mountain will not be required to include any material item or amount of income in, or exclude any material

item or amount of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of (i) any change in method of accounting for a taxable period (or portion thereof) ending prior to the Closing Date; (ii) any state, local or foreign Tax analogue to any "closing agreement" as described in Section 7121 of the Code entered into prior to the Closing Date; (iii) any prepaid amount received prior to the Closing Date, (iv) any installment sale or open transaction disposition made prior to the Closing Date, or (v) any state, local, or foreign Tax analogue of Section 108(i) of the Code elected prior to the Closing Date.

(i) This Section 3.8 contains the sole and exclusive representations and warranties provided in this Agreement with respect to all matters relating to Taxes of or with respect to the Assets and the assets of Rager Mountain.

Section 3.9 Contracts. Schedule 3.9 contains a true and complete listing of all Contracts. Except as otherwise set forth on Schedule 3.9: (i) each such Contract is valid, binding and in full force and effect with respect to PNG (or any Affiliate of PNG party to such Contract), and to PNG's Knowledge, with respect to any other party to any such Contract, and is enforceable by PNG (or its Affiliate, as applicable) in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereinafter in effect relating to creditors' rights generally, and general equitable principles (whether considered in a proceeding in equity or at law), (ii) each of PNG and any of its Affiliates party to such Contract has performed, in all material respects, the obligations required to be performed by it to date under each such Contract, and (iii) to PNG's Knowledge, there has not occurred a material violation of, or material default or breach by any other party under any such Contract.

Section 3.10 Employees and Employee Benefits. Rager Mountain does not have and never has had any employees. Rager Mountain does not sponsor, maintain or contribute to (and has never sponsored, maintained, contributed to or been required to contribute to), or have any legal or equitable obligation to establish, any compensation or benefit plan, agreement, program or policy (whether written or oral, formal or informal) for the benefit of any present or former directors, officers, employees, agents, consultants or other similar representatives, including, but not limited to, any "employee benefit plan" as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). Except for any liability that may be imposed under Title IV of ERISA (which liability would constitute a Retained Obligation), Rager Mountain does not have, and at and after the Closing will not have, any liability in respect of an Employee Plan.

Section 3.11 Title to Properties.

(a) PNG (or its Affiliates, as applicable) has good and marketable fee simple title to, or a valid leasehold or easement interest in, the Assets comprising real property, and Rager Mountain has good and marketable fee simple title to, or a valid leasehold or easement interest in, the material properties and assets of Rager Mountain, in each case free and clear of any Liens, adverse claims and other matters affecting PNG's (or its Affiliates, as applicable) title to, possession and/or use of such property, except for: (i) Liens and encumbrances set forth on Schedule 3.11(a) and (ii) Permitted Liens. All Easements (as defined below) (i) are valid and enforceable, except as the enforceability thereof may be affected by bankruptcy, insolvency or

other Laws of general applicability affecting the rights of creditors generally or principles of equity and (ii) grant all the material rights purported to be granted thereby and all rights necessary thereunder for the current operation of the Business, except where the failure of any such Easement to be valid and enforceable or to grant the rights purported to be granted thereby or necessary thereunder would not reasonably be expected to materially impair the conduct of the Business as currently conducted.

(b) The real and tangible personal property listed on Schedule 3.11(b) include all real property and tangible personal property that are necessary for the conduct of the Business in substantially the same manner as the Business is currently conducted. The Business has been and is being conducted in a manner that does not violate any material term of any easements, rights of way, memorandum of easements, permits, servitudes, licenses, leasehold estates, any instruments creating an interest in real property, and similar rights related to real property (collectively, "Easements") used in connection with the Business. The map attached as a part of Exhibit C-1 generally depicts the entire route of the Transmission Assets. To the Knowledge of PNG, the entire route of the Transmission Assets is subject to Easements.

(c) All tangible personal property used in connection with the Business is, to the Knowledge of PNG, in good operating condition consistent with industry standards.

(d) Other than as contemplated by this Agreement, the Master Purchase Agreement and the Ancillary Agreements, PNG and its Affiliates have no plans for constructing any extension to the Assets not identified on Schedule 3.11(d).

Section 3.12 Insurance. Schedule 3.12 sets forth a list of the material insurance policies held by PNG or its Affiliates with respect to the Assets. Such policies are in full force and effect, and neither PNG nor any of its Affiliates, as applicable, has received written notice of any pending or threatened termination of such policies.

Section 3.13 Compliance With Environmental Laws. Except as set forth on Schedule 3.13 (a) the Assets are, and at all times have been, in compliance with applicable Environmental Laws except for such non-compliance as would not, or would not reasonably be expected to, result in a material adverse effect on the Business or the Assets, (b) except as would not, or would not reasonably be expected to, result in a material adverse effect on the Business or the Assets, (i) PNG has all Permits necessary under applicable Environmental Laws ("Environmental Permits") to own, lease or otherwise hold the Assets and to conduct the Business as currently conducted, (ii) each Environmental Permit is in full force and effect in accordance with its terms, (iii) there is no outstanding written notice or, to PNG's Knowledge, any other notice of revocation, cancellation or termination of any Environmental Permit, and (iv) there are no proceedings pending or, to PNG's Knowledge, threatened that seek the revocation, cancellation, termination, material limitation or restriction of any Environmental Permit, (c) to PNG's Knowledge, Hazardous Substances have not been Released by PNG, Rager Mountain or any Person acting at the direction or on the behalf of PNG or Rager Mountain that would reasonably be likely to result in a material adverse effect on the Business or the Assets, (d) to PNG's Knowledge, Hazardous Substances have not been Released by any third-party at the location of any Asset that would reasonably be likely to result in a material adverse effect on the Business or the Assets, (e) no written notices of any violation of Environmental Laws relating to

the operations of the Assets or properties of Rager Mountain have been received by and are pending against PNG or Rager Mountain, except for such matters as would not, or would not reasonably be expected to, result in a material adverse effect on the Business or the Assets, and (f) there are no writs, injunctions, decrees, orders or judgments outstanding, or any actions, suits, claims, proceedings or investigations pending or, to PNG's Knowledge, threatened, relating to non-compliance by PNG or Rager Mountain with, or liability of PNG or Rager Mountain under, applicable Environmental Laws, except for such matters as would not, or would not reasonably be expected to, result in a material adverse effect on the Business or the Assets.

Section 3.14 Intellectual Property.

(a) As set forth on Schedule 3.14, none of PNG or its Affiliates owns any material Intellectual Property, and, to PNG's Knowledge, PNG and its Affiliates, in each case, own or have the valid right to use any Intellectual Property used in and material to the conduct of the Business as currently conducted; provided, however, for the avoidance of doubt, but without limiting the representation set forth in the penultimate sentence of this Section 3.14(a), the foregoing shall not be deemed to constitute a representation or warranty with respect to infringement or other violation of Intellectual Property of third parties. There is no claim, suit, action or proceeding pending or, to PNG's Knowledge, threatened against PNG or its Affiliates asserting that its use of any Intellectual Property in the Business infringes upon the rights of any third parties. The representations and warranties made in this Section 3.14 are the sole and exclusive representations and warranties of PNG relating to Intellectual Property.

(b) All of PNG's and its Affiliates' information technology and computer systems used in and material to the conduct of the Business as currently conducted (collectively, "IT Systems Assets") have been maintained (or if controlled by a third party, have been required by PNG to be maintained) in a commercially reasonable manner. The IT Systems Assets are not *defective in a manner that would prevent such IT Systems Assets from performing the* information technology operations necessary to conduct the Business as currently conducted, in any material respect (other than any defects occurring, and that can be corrected, in the ordinary course of business). PNG and its Affiliates have taken commercially reasonable measures to implement procedures for the back-up and recovery of the data and information necessary to the conduct of the Business as currently conducted.

(c) Except for Intellectual Property and services to be provided pursuant to the Transition Services Agreement, the Intellectual Property included in the Assets includes all of the Intellectual Property used in and necessary after the Closing to conduct the Business in substantially the same manner as is currently conducted, in any material respect; provided, however, for the avoidance of doubt, the foregoing shall not be deemed to constitute a representation or warranty with respect to infringement or other violation of Intellectual Property of third parties.

Section 3.15 Transactions with Affiliates. Except as otherwise contemplated in this Agreement, the Master Purchase Agreement or as set forth on Schedule 3.15, none of the Assets, including Rager Mountain, are bound by or subject to any agreement, contract or arrangement between PNG, Peoples or Rager Mountain, on the one hand, and any of their Affiliates, on the other hand. Notwithstanding anything in this Agreement or the PNG Disclosure Schedule to

the contrary, nothing in this Agreement or the PNG Disclosure Schedule shall restrict or limit in any way the services to be provided pursuant to the Transition Services Agreement.

Section 3.16 **Preferential Purchase Rights.** The Assets are not subject to any waiver or consent, as applicable, of any preferential purchase right, right of first refusal, consent to assignment or other similar right, pertaining to any Asset or the transactions contemplated hereby.

Section 3.17 **Records.** Accurate copies of (a) all DOT compliance maintenance records and compliance related construction documentation relating to the Business, such as radiographic reports, hydrostatic test records, pre and post service caliper data, and records relating to all compression facilities, and (b) the limited liability company books and records of Rager Mountain, have been made available for inspection by EQT.

Section 3.18 **Imbalances.** Except as set forth on Schedule 3.18 and except for normal immaterial pipeline imbalances that are adjusted by the Transmission Assets each month, as of November 30, 2012, there were no wellhead imbalances or other imbalances which require payment from PNG, or any Affiliate of PNG, to a third party or for which EQT would otherwise become responsible, including without limitation to each other.

Section 3.19 **Gas in Storage/ Lines.** At the Closing, Peoples will convey with the Assets physical possession and custody of a quantity of Natural Gas (a) in the Storage Assets, an amount of Natural Gas at least equal to the amount of Native/Base Gas set forth for such location on Exhibit C-1 hereto, and (b) in the Storage Assets and the Transmission Assets, an amount of Natural Gas at least equal to (i) the quantity of Natural Gas that is required to be delivered to customers in order to satisfy Peoples' obligations for delivery of Natural Gas under any Contract assumed by EQT, plus (ii) the quantity of Natural Gas that is required to be delivered to Peoples or any of its Affiliates under any Ancillary Agreement, plus (iii) the aggregate quantity of Native/Base Gas referred to in clause (a) above.

Section 3.20 **Sufficiency of Assets.** Except for the services to be provided pursuant to the Transition Services Agreement, the Assets include all of the assets and properties reasonably necessary after the Closing to operate the Assets or the Business in substantially the manner in which they are currently operated by PNG or its Affiliates.

Section 3.21 **No Bankruptcy; Solvency.** There are no bankruptcy, reorganization or arrangement proceedings pending or, to the Knowledge of PNG, threatened against PNG, Peoples or Rager Mountain. PNG is not entering into this Agreement with the intent to hinder, delay or defraud creditors.

Section 3.22 **Regulatory Matters.** Neither PNG nor Peoples is a “natural gas company” as that term is defined in the Natural Gas Act (the “NGA”), and the Assets are not regulated by FERC as an interstate pipeline and are not subject to any FERC abandonment approval prior to disposition. Rager Mountain is a “natural gas company” as that term is defined in the NGA, and the assets of Rager Mountain are regulated by FERC as an interstate pipeline pursuant to a certificate issued under NGA Section 7(c).

Section 3.23 **Brokers.** Neither PNG nor any Affiliate of PNG has any contract, arrangement or understanding with any investment banking firm, broker or finder with respect to the transactions contemplated by this Agreement, the Assignment Agreement or the General Conveyance except for any Affiliate of PNG, whose fees and expenses shall be borne by PNG.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF EQT

Except as otherwise disclosed in this Agreement or as otherwise expressly disclosed in or specifically contemplated by this Agreement or the Ancillary Agreements, EQT hereby represents and warrants to PNG that, as of the date hereof and as of the Closing Date (except where such representation or warranty is expressly made as of another specific date), as follows:

Section 4.1 **Formation and Corporate Power.** EQT is a corporation duly incorporated and validly subsisting under the laws of the Commonwealth of Pennsylvania. EQT is duly qualified or licensed to do business in each jurisdiction where the nature of the business conducted by it or the character or location of its assets and the actions to be performed by it hereunder makes such qualification or licensing necessary, except in those jurisdictions where the failure to be so qualified or licensed would not reasonably be expected to have an EQT Material Adverse Effect.

Section 4.2 **Authorization; Validity.**

(a) EQT has all necessary corporate right, power, capacity and authority to execute and deliver this Agreement and all documents and instruments to be executed and delivered hereunder, to consummate the transactions contemplated hereby and thereby and to perform its obligations hereunder and thereunder, and no other corporate actions on the part of EQT are necessary to authorize the execution, delivery and performance of this Agreement or all documents and instruments to be executed and delivered hereunder, or the consummation of the transactions contemplated hereby or thereby.

(b) This Agreement has been duly executed and delivered by EQT and constitutes the valid and binding obligation of EQT, enforceable against EQT in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereinafter in effect relating to creditors' rights generally, and general equitable principles (whether considered in a proceeding in equity or at law). Each document or instrument contemplated hereby to be executed and delivered at Closing will be duly executed and delivered by EQT and will constitute the valid and binding obligation of EQT, enforceable against EQT in accordance with their respective terms, except as

enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereinafter in effect relating to creditors' rights generally, and general equitable principles (whether considered in a proceeding in equity or at law).

Section 4.3 **No Conflict.** The execution, delivery and performance by EQT of this Agreement and all other documents and instruments contemplated hereby to which EQT is a party and the consummation by EQT of the transactions contemplated hereby or thereby will not (a) violate, conflict with or result in a breach of any provisions of the certificate of incorporation, bylaws or similar organizational documents of EQT, (b) subject to the receipt of the Seller Required Approvals, violate any Law applicable to EQT, or any Governmental Order or Permit applicable to EQT, except for such violations, conflicts, defaults or Liens which would not reasonably be expected to have an EQT Material Adverse Effect, or (c) violate or conflict with, or constitute (with due notice or lapse of time or both) a default under, any material Contract, except for such violations, conflicts or defaults which would not reasonably be expected to have an EQT Material Adverse Effect.

Section 4.4 **Compliance with Law; Proceedings.**

(a) EQT is in compliance with all Law, Permits and Governmental Orders applicable to it or its assets, properties or business except for such non-compliance as would not reasonably be expected to have an EQT Material Adverse Effect. EQT has all Permits necessary to own, lease or otherwise hold its properties and assets and to conduct its business as currently conducted, except where the failure to obtain the same would not reasonably be expected to have an EQT Material Adverse Effect. Except as would not have, or would not reasonably be expected to have, an EQT Material Adverse Effect, (i) each Permit held by EQT is in full force and effect in accordance with its terms, (ii) there is no outstanding written notice, nor to EQT's Knowledge, any other notice of revocation, cancellation or termination of any Permit held by EQT, and (iii) there are no proceedings pending or, to EQT's Knowledge, threatened that seek the revocation, cancellation or termination of any Permit.

(b) There are no (i) actions, suits, claims or proceedings (including, but not limited to, any arbitration proceedings) pending or, to EQT's Knowledge, threatened or (ii) investigations which, to EQT's Knowledge, are pending or threatened, against EQT, at law or in equity, or before or by any Governmental Entity which would reasonably be expected to have an EQT Material Adverse Effect. EQT is not in default with respect to any order, writ, injunction or decree known to or served upon EQT of any Governmental Entity, except for defaults which would not reasonably be expected to have an EQT Material Adverse Effect.

Section 4.5 **Consents and Approvals.** Subject to the receipt of the Seller Required Approvals listed on Schedule 3.9 of the Master Purchase Agreement, no registration or filing with, or consent or approval of or other action by, any Governmental Entity or any other Person is, or will be, necessary for the valid execution, delivery and performance by EQT of this Agreement or all documents and instruments to be executed and delivered hereunder, and the consummation of the transactions by EQT contemplated hereby or thereby, except where the failure to make or obtain such registrations, filings, consents or approvals would not have, individually or in the aggregate, an EQT Material Adverse Effect.

Section 4.6 **Brokers.** Neither EQT nor any Affiliate thereof has any contract, arrangement or understanding with any investment banking firm, broker or finder with respect to the transactions contemplated by this Agreement, the Assignment Agreement or the General Conveyance except for Lazard Ltd., whose fees and expenses shall be borne by EQT.

Section 4.7 **Investment.** EQT is acquiring the Rager Mountain Membership Interests for investment and not with a view to its sale or distribution other than in a sale or distribution which is registered under applicable securities laws or is exempt from such registration.

ARTICLE V

ACCESS; ADDITIONAL AGREEMENTS

Section 5.1 **Conduct of Business.**

(a) From the date hereof until the Closing, PNG shall manage the Assets and conduct the Business only in the ordinary course and in a manner consistent with past practices, and shall use its Reasonable Efforts to preserve its relationships with licensors, suppliers, dealers, customers and others having business relationships with PNG in connection with the Business; provided, however, that nothing in this Section 5.1(a) shall be construed to interfere with or control the ability of PNG and its Affiliates to operate their respective businesses that are not primarily related to the ownership and operation of the Assets in the ordinary course. Except as expressly contemplated by this Agreement, as may be required by applicable Law or any Governmental Entity, or as set forth on Schedule 5.1(a), from the date hereof until the Closing, without prior written consent of EQT, PNG shall not and, to the extent applicable, shall cause Rager Mountain not to:

(i) Transfer, sell or otherwise dispose of any of the Assets, any material assets or properties of Rager Mountain, or any other asset or property of PNG (to the extent reasonably necessary to own or operate the Assets and the Business) (whether by way of merger, consolidation, sale of stock, sale of assets, liquidation, dissolution or otherwise), other than sales or dispositions in the ordinary course of business, sales or dispositions of obsolete or surplus assets, sales or dispositions in connection with the normal repair and/or replacement of assets or properties, or sales or dispositions of Natural Gas in accordance with any Contract; provided that Rager Mountain shall be permitted to declare and make distributions and repay intercompany debt;

(ii) Create any Lien on any of the Assets or any of the assets of Rager Mountain, except (A) if such Lien shall be released as of Closing or (B) a Permitted Lien;

(iii) Amend in any material respect, terminate (except in accordance with its terms) or assign, or waive any material rights under, any Contract or enter into, amend in any material respect, extend the term, terminate (except in accordance with its terms) or assign any Contract that will survive the Closing;

(iv) Incur any obligation or liability for borrowed money (“Indebtedness”) in respect of the Business other than (A) Indebtedness incurred in the

ordinary course of business, (B) Indebtedness to Affiliates which will be extinguished prior to the Closing, and (C) Indebtedness incurred in accordance with a Contract or pursuant to Contracts otherwise expressly permitted to be entered into under this Agreement;

(v) Permit Rager Mountain to merge or consolidate with, or acquire any or all of the capital stock or assets of any other person;

(vi) In connection with the Business, assume, guarantee, endorse or otherwise become responsible for the obligations of any other Person, or make loans, advances or capital contributions to, or investments in, any other Person, except in the ordinary course of business;

(vii) Issue or sell any equity interests or any securities or obligations convertible into or exchangeable for, or give any Person any right to acquire, any membership interest in Rager Mountain;

(viii) Enter into or amend or modify in any material respect, or consent to the termination of (other than at its stated expiry date), any real property lease, Easement, right of way or any other Contract or lease material to the Business; provided, however, nothing herein will prevent PNG from entering into, amending or modifying Contracts or real property leases, Easements or rights of way in the ordinary course of business consistent with past practice;

(ix) Alter in any way the manner in which it has regularly and customarily maintained its books of account and records in connection with the Business, except as may be required by applicable Law or professional standards;

(x) Amend the certificate of formation or limited liability company agreement of Rager Mountain;

(xi) Terminate or waive any right or rights in respect of the Assets, including the assets of Rager Mountain, that individually or in the aggregate would reasonably be expected to be material in value to PNG, other than in the ordinary course of business consistent with past practice or other than as may be permitted by any of the other clauses of this Section 5.1;

(xii) Lease or otherwise transfer or assign any rights in the Storage Assets, including any rights to explore for or develop minerals;

(xiii) Amend or modify the terms of any existing Gas Marketing Contract or enter into any new gas marketing contract other than gas marketing contracts (A) that replace a Gas Marketing Contract that expires after the date hereof and prior to the Closing and (B) that contain substantially similar terms (including quantity, duration and price) as the expired Gas Marketing Contract or terms that are not materially more burdensome to the Business;

(xiv) With respect to Rager Mountain only, except in the ordinary course of business, change or revoke any material election with respect to Taxes; amend any material Tax Return, enter into any closing agreement or other agreement with respect to material Taxes with any Governmental Entity; settle or compromise any material Tax liability, claim or assessment; make or surrender any material claim for a refund of Taxes; agree to an extension or waiver of the statute of limitations with respect to the assessment or collection of material Taxes; or seek any ruling or agreement from any Governmental Entity with respect to material Taxes;

(xv) Change, in any material respect, any method of financial accounting or accounting practice or policy used by PNG with respect to the Assets, or Rager Mountain, other than such changes required by applicable Law or U.S. GAAP, except to conform to a change in method of accounting or accounting practice or policy used by PNG;

(xvi) Permit Rager Mountain to pay, discharge, settle, satisfy, compromise or waive any Action or claim (absolute, accrued, asserted or unasserted, contingent or otherwise) having a value in excess of One Million Dollars (\$1,000,000) individually or Two Million Dollars (\$2,000,000) in the aggregate; or

(xvii) Enter into an agreement or agree to do any of the things described in clauses (i) through (xvi) above.

(b) Notwithstanding anything herein to the contrary, with respect to the Business, PNG shall (and shall cause Rager Mountain to the extent applicable to) (i) pay debts and Taxes when due, (ii) pay or perform all other obligations when due and (iii) use Reasonable Efforts, consistent with past practice and policies, (A) to preserve intact the Assets, and (B) comply in all material respects with all applicable Laws and the requirements of all of its Contracts.

Section 5.2 **Notice of Changes.** Actions taken by PNG or its Affiliates with the consent of EQT pursuant to Section 5.1(a) shall not be deemed a misrepresentation or breach of representation or warranty made by PNG, and such actions shall not be subject to or included in any determination whether the provisions of Sections 6.3 or 9.1(b) are satisfied or applicable.

Section 5.3 **Tax Matters.**

(a) **Transfer Taxes.** PNG shall be responsible for the timely payment of all Transfer Taxes, if any, arising out of or in connection with the transfer by PNG of the Assets to EQT pursuant to this Agreement, including any transfers by PNG of any such Assets to NewCo between the date hereof and the Closing. PNG shall prepare and file when due all necessary documentation and Tax Returns with respect to such Transfer Taxes, if any, and EQT will join in the execution of any such Tax Returns to the extent required by Law, and will reasonably cooperate with PNG to eliminate or reduce any such Transfer Taxes to the maximum extent permitted by applicable Law. Upon the written request of EQT setting forth in detail the computation of the amount owed, PNG shall pay to EQT, no later than twenty (20) days after

receipt of EQT's request for payment, the Transfer Taxes for which PNG is liable under this Section 5.3(a) but which are payable by EQT or any of its Affiliates pursuant to applicable Law.

(b) Tax Returns. Except as otherwise provided in Section 5.3(a):

(i) PNG shall prepare and timely file, or cause to be prepared and timely filed, all Tax Returns required to be filed by Rager Mountain, or with respect to the Assets or Rager Mountain, on or before the Closing Date, and shall timely remit, or cause to be timely remitted, all Taxes due in respect of such Tax Returns. All such Tax Returns shall be prepared in a manner reasonably consistent with past practice, unless otherwise required by Law. Not later than twenty (20) days prior to the due date for filing each such Tax Return to be filed by Rager Mountain, PNG shall provide EQT with a draft copy of such Tax Return for review and comment, and PNG shall consider in good faith all reasonable comments provided by EQT with respect to any such draft copy not later than ten (10) days prior to such due date.

(ii) EQT shall prepare and timely file, or cause to be prepared and timely filed, all Tax Returns required to be filed by Rager Mountain, or with respect to the Assets or Rager Mountain, after the Closing Date, and shall timely remit, or cause to be timely remitted, all Taxes due in respect of such Tax Returns. All such Tax Returns for any taxable year or period beginning before and ending on or after the Closing Date shall be prepared in a manner reasonably consistent with past practice unless and to the extent that EQT reasonably determines, after consultation with PNG, and based on the written advice of EQT's Tax advisors (a copy of which EQT shall provide to PNG in connection with such consultation), that filing in an inconsistent manner is required by Law. Not later than twenty (20) days prior to the due date for filing each such Tax Return, EQT shall provide PNG with a draft copy of such Tax Return for review and comment, and EQT shall consider in good faith all reasonable comments provided by PNG with respect to any such draft copy not later than ten (10) days prior to such due date. In the event that EQT does not include all of PNG's comments in any such Tax Return, EQT shall notify PNG in writing of such non-inclusion not later than nine (9) days prior to such due date. The party who bears the greater portion of the tax liability with respect to such Tax Return shall have the right to determine the resolution of any disputed item with respect to such Tax Return, and EQT shall file such Tax Return consistent with such resolution.

(iii) EQT shall not amend, refile or otherwise modify, or cause or permit to be amended, refiled or otherwise modified, any Tax Return filed by Rager Mountain for any taxable year or period beginning before the Closing Date, unless (i) the failure to take such action could materially adversely affect EQT and (ii) PNG consents to such action (such consent not to be unreasonably withheld, conditioned or delayed).

(c) Straddle Period Tax Liabilities.

(i) Upon the written request of EQT setting forth in detail the computation of the amount owed, PNG shall pay to EQT, no later than twenty (20) days after receipt of EQT's request for payment, the Taxes for which PNG has an

indemnification obligation pursuant to Section 10.1(a)(iv)(A) but which are payable with any Tax Return to be filed by EQT pursuant to Section 5.3(b)(ii), but only to the extent such Taxes were not paid or prepaid (whether directly or indirectly through a right of set-off or credit) prior to the Closing. Upon the written request of PNG setting forth in detail the computation of the amount owed, EQT shall pay to PNG, no later than twenty (20) days after receipt of PNG's request for payment, the Taxes for which EQT is liable pursuant to Section 5.3(c)(ii) but which were paid with respect to any Tax Return filed by PNG or any of its Affiliates (including, prior to the Closing, Rager Mountain).

(ii) Where it is necessary for purposes of this Agreement to apportion between PNG and EQT Taxes of Rager Mountain, or with respect to Rager Mountain or the Assets, for a taxable year or period beginning before, and ending on or after, the Closing Date, such liability shall be apportioned between the period deemed to end at the close of the day before the Closing Date and the period deemed to begin at the beginning of the Closing Date on the basis of an interim closing of the books, except that Taxes (such as real or personal property Taxes) imposed on a periodic basis with respect to Rager Mountain or the Assets, or otherwise measured by the level of any item, shall be allocated on a daily basis.

(d) Cooperation on Tax Matters. EQT and PNG shall cooperate fully, as and to the extent reasonably requested by EQT or PNG, in connection with the filing of Tax Returns of Rager Mountain or with respect to Rager Mountain or the Assets and in connection with any Tax Proceeding with respect to Taxes of or with respect to Rager Mountain or the Assets. Such cooperation shall include the retention and (upon EQT or PNG's request) the reasonable provision of records and information that are relevant to any such Tax Proceeding and making employees reasonably available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder.

(e) Tax Proceedings. EQT shall notify PNG regarding, and within twenty (20) days after, the receipt by EQT or any of its Affiliates (including Rager Mountain) of notice of any inquiries, claims, assessments, audits or similar events ("Tax Proceedings") with respect to Taxes of or with respect to Rager Mountain or with respect to the Assets to the extent relating to any taxable year or period (or portion thereof) ending before the Closing Date. PNG shall control the resolution of any such Tax Proceeding; provided that (i) EQT shall have the right to participate at its sole cost and expense in any such Tax Proceeding with respect to any item in dispute in such Tax Proceeding, and PNG shall consider in good faith all reasonable comments received from EQT with respect to any such item, that could materially impact taxable periods ending on or after the Closing Date and (ii) PNG shall not settle or compromise any such Tax Proceeding with respect to any such item without EQT's prior written consent (which shall not be unreasonably withheld, delayed, or conditioned). EQT shall control the resolution of any other Tax Proceeding with respect to Taxes of Rager Mountain or with respect to Rager Mountain or the Assets; provided that (i) PNG shall have the right to participate at its sole cost and expense in any such Tax Proceeding relating to any taxable year or period that begins before and ends on or after the Closing Date and EQT shall consider in good faith all reasonable comments received from PNG in connection with any such Tax Proceeding that relates to the period (or portion thereof) ending prior to the Closing Date, and (ii) EQT shall not settle or compromise any such Tax Proceeding with respect to any such period (or portion thereof)

without PNG's prior written consent (which shall not be unreasonably withheld, delayed, or conditioned).

(f) Tax Refunds. Upon receipt, EQT shall promptly forward to PNG any refund, rebate, abatement, reduction or other recovery (whether direct or indirect through a right of set-off or credit) of Taxes of or with respect to Rager Mountain or with respect to the Assets, and any interest received thereon, with respect to (i) any taxable year or period (or portion thereof, as determined in a manner consistent with Section 5.3(c)(ii)) ending before the Closing Date, or (ii) any taxable year or period (or portion thereof, as determined in a manner consistent with Section 5.3(c)(ii)) beginning on or after the Closing Date to the extent such Taxes were paid or prepaid (whether directly or indirectly through a right of set-off or credit) prior to the Closing.

(g) Tax Sharing Agreements. All Tax sharing, Tax indemnity, Tax allocation or similar agreements or arrangements (whether oral or written) with respect to or involving Rager Mountain, on the one hand, and any Affiliate of Rager Mountain, on the other hand, shall be terminated as of the Closing and, after the Closing, Rager Mountain shall not be bound thereby or have any liability thereunder.

(h) Dispute Resolution. In the event that EQT and PNG disagree as to the amount or calculation of any payment to be made under this Agreement relating to Taxes, or the interpretation or application of any provision under this Agreement relating to Taxes, EQT and PNG shall attempt in good faith to resolve such dispute. If such dispute is not resolved within sixty (60) days following the commencement of the dispute, EQT and PNG shall jointly retain a nationally recognized law or accounting firm, which firm is independent of both parties (the "Independent Tax Arbitrator"), to resolve the dispute. The Independent Tax Arbitrator shall act as an arbitrator to resolve all points of disagreement and its decision shall be final and binding upon all parties involved. Following the decision of the Independent Tax Arbitrator, EQT and PNG shall each take or cause to be taken any action necessary to implement the decision of the Independent Tax Arbitrator. The responsibility of the Parties for fees and expenses of the Independent Tax Arbitrator relating to such dispute shall be determined in accordance with the principles of Section 2.1(c)(v) of the Master Purchase Agreement.

Section 5.4 Affiliate Transactions

(a) All intercompany transactions between Rager Mountain and any of its Affiliates in respect of the Business shall be settled on or prior to the closing in the ordinary course of business consistent with past practices. Subject to obtaining any applicable regulatory approval, at the option of EQT the agreements referred to on Schedule 3.15 shall be terminated immediately prior to Closing.

(b) Immediately prior to the Closing, any imbalances which would require payment from Rager Mountain to PNG or its Affiliates or for which EQT would otherwise be responsible following the Closing shall be waived by PNG and its Affiliates, as applicable, and deemed satisfied.

(c) At least thirty (30) days prior to the Closing, PNG will provide EQT a complete list of all guarantees, bonds, letters of credit or financial assurances related to the

Business (the “Company Guarantees”). As of the Closing, EQT shall, or shall cause, the Company Guarantees, as supplemented to the date of the Closing, to be replaced or provided for, as applicable, by EQT or its Affiliates, and EQT shall or shall cause any Company Guarantees, as supplemented to the date of the Closing, provided for by PNG or its Affiliates to be terminated and for PNG or its Affiliates to be released from any Adverse Consequences related thereto. Notwithstanding the foregoing, in the event any of the Company Guarantees cannot be replaced at Closing, (i) the Parties agree to use Reasonable Efforts to cause the replacement and release of such Company Guarantees as promptly as practicable after the Closing, and (ii) EQT shall not, and shall cause its Affiliates not to, effect any amendments or modifications or any other changes to the contracts or obligations to which any of the Company Guarantees relate, or to otherwise take any action that could increase, extend or accelerate the liability of PNG or any Affiliate under any Company Guarantee, without PNG’s prior written consent, which shall not be unreasonably withheld or delayed.

Section 5.5 **Files and Records.** EQT shall retain possession of the documents, books and records which are transferred upon the Closing for a period of six (6) years after the Closing Date or such other time period required by Law; provided, however, that Tax books and records shall be retained until sixty (60) days after the expiration of the applicable statute of limitations (taking into account any extensions or waivers thereof). Without limiting the foregoing, PNG shall be entitled to retain copies of the Books and Records and any files and/or books, documents or records relating to the Business, which copies shall be kept confidential. After the Closing Date, EQT shall (a) provide to PNG for any reasonable purpose relating to PNG’s ownership of the Assets reasonable access to the Books and Records and files, books, documents and records of the Business upon reasonable prior notice during regular business hours and (b) permit PNG to make such extracts and copies thereof as PNG may deem necessary at PNG’s sole expense; provided that PNG shall have entered into an agreement with EQT containing customary terms obligating PNG to keep such material terms confidential.

Section 5.6 **Transmission Lines.** During the period beginning on the Closing and ending on the fifth anniversary of the Closing, neither PNG nor its Affiliates will construct a new natural gas pipeline in Pennsylvania, except (i) pipelines that are primarily for the benefit of PNG’s end-users of natural gas or (ii) pipelines that are system betterment improvements to existing PNG systems for the purpose of ensuring end-user customer service and reliability.

Section 5.7 **Option to Acquire Rights of Way.** Effective upon the Closing, if, during the five-year period beginning on the Closing, EQT notifies PNG that it desires to construct a gas pipeline adjacent to a gas pipeline owned by Peoples TWP (each such pipeline, a “Twin Pipeline”) utilizing any easements, rights of way or other real property rights (“ROW”) owned or controlled by Peoples TWP for its gas pipelines, EQT shall have the right to acquire at a price and subject to terms and conditions to be mutually agreed interests in the ROW of Peoples TWP as may be necessary to permit EQT to construct, own and operate the Twin Pipeline; provided, that there shall not be any payment unless Peoples TWP is obligated to pay additional amounts to third parties under the terms of the ROW. In the event the ROW held by Peoples TWP for its gas pipeline are determined by the Parties to be insufficient to permit EQT to construct, own and operate the proposed Twin Pipeline, PNG shall cause Peoples TWP to use commercially reasonable efforts to obtain, at EQT’s cost and expense, such modifications to its existing ROW or provide EQT with access to its ROW records to enable EQT to construct, own and operate

such proposed Twin Pipeline, and in connection with such obligation, PNG shall cause Peoples TWP to use commercially reasonable efforts to notify EQT of such costs and expenses prior to the incurrence thereof; provided, that neither PNG nor Peoples TWP shall be required to secure additional ROW for the benefit of EQT by eminent domain.

Section 5.8 **Expenses for Physical Separation and Measurement**. PNG shall bear all costs, whether arising before, on or after Closing, in connection with the physical separation and installation of all necessary measurement equipment as is reasonably necessary in connection with the transfer of the Assets to EQT.

Section 5.9 **Access**.

(a) PNG shall afford EQT and its authorized representatives reasonable access during normal business hours to (i) management personnel of PNG, (ii) title, corporate and legal materials relating to the Assets and the Business, (iii) construction, compliance and operating data and information relating to the Assets and the Business and (iv) all locations of the Assets, and shall furnish to EQT such other information as it may reasonably request. Such access shall be conducted in a manner that minimizes interference with the operations of PNG, the Assets and the Business.

(b) If EQT exercises rights of access under this section or otherwise or conducts examinations or inspections under this section or otherwise, then (i) such access, examination and inspection shall be at EQT's sole risk, cost and expense and EQT waives and releases all claims against PNG, its Affiliates and their respective directors, officers, employees, attorneys, contractors, agents and successors and assigns arising in any way therefrom or in any way connected therewith or arising in connection with the conduct of its directors, officers, employees, attorneys, contractors and agents in connection therewith and (ii) EQT agrees to indemnify, defend and hold harmless PNG, its Affiliates and their respective directors, officers, employees, attorneys, contractors, agents and successors and assigns from and against any and all claims, actions, or causes of action for personal injury, death or damage to property directly attributable to access to or inspection of the Assets prior to the Closing by EQT, its Affiliates and their respective directors, officers, employees, agents or representatives in connection with EQT's due diligence activities with respect to the transactions contemplated hereby, other than claims, actions and causes of action attributable to the gross negligence or willful misconduct of any indemnified party. THE FOREGOING RELEASE AND INDEMNIFICATION SHALL APPLY WHETHER OR NOT SUCH CLAIMS, ACTIONS, CAUSES OF ACTION OR DAMAGES ARISE OUT OF (i) NEGLIGENCE (INCLUDING SOLE NEGLIGENCE, SIMPLE NEGLIGENCE, CONCURRENT NEGLIGENCE, ACTIVE OR PASSIVE NEGLIGENCE, BUT EXPRESSLY NOT INCLUDING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF ANY INDEMNIFIED PARTY, OR (ii) STRICT LIABILITY.

Section 5.10 **Continuation of Service**. PNG will cause Peoples to provide, both prior to and following the Closing, Natural Gas as required under the terms of the agreements described in item 3 of Schedule 3.9, in such a manner so as to maintain the validity and effectiveness of the associated Leases, Easements and/or rights of way.

ARTICLE VI

CONDITIONS PRECEDENT TO EQT'S OBLIGATIONS

The obligations of EQT under this Agreement shall be subject to the satisfaction (or waiver by EQT), at or before the Closing, of each of the following conditions, and PNG shall use reasonable efforts to cause each of such conditions to be satisfied as promptly as practicable.

Section 6.1 **Master Purchase Agreement Conditions.** All conditions precedent to the closing of the transactions contemplated by the Master Purchase Agreement shall have been satisfied or waived pursuant to such agreement, and PNG and its Affiliates, as applicable, shall be prepared to consummate the transactions contemplated by the Master Purchase Agreement simultaneously with the Closing.

Section 6.2 **No Injunction.** No Governmental Entity shall have issued any injunction or other order (whether temporary, preliminary or permanent) which prohibits or restrains (or seeks to prohibit or restrain) the consummation of the transactions contemplated hereby nor shall any other suit, action or other proceeding be pending before any court in which the consummation of the transactions contemplated hereby are sought to be restrained or enjoined.

Section 6.3 **Representations and Warranties.** The representations and warranties of PNG set forth in Article III (other than Section 3.5 and Section 3.19) (and with respect to those qualified by "materiality," "Material Adverse Effect" and similar qualifiers, without consideration of such qualifier) shall be true and correct as of the date of this Agreement and as of the Closing as though made at and as of the Closing (except for representations and warranties that expressly speak only as of a specific date or time, which need only be true as of such date or time), except to the extent that the failure to be so true and correct has not had or would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. The representations and warranties set forth in Section 3.5 and Section 3.19 shall be true and correct as of the date of this Agreement and as of the Closing as though made at and as of the Closing.

Section 6.4 **Consents.** The PNG Consents shall have been obtained and shall be in full force and effect.

Section 6.5 **Performance.** PNG and, to the extent applicable, its Affiliates shall have performed and complied in all material respects with all agreements and covenants contained in this Agreement which are required to be performed or complied with by PNG or such Affiliate at or prior to the Closing.

Section 6.6 **No Material Adverse Effect.** There shall not have occurred a Material Adverse Effect.

Section 6.7 **Officer's Certificate.** EQT shall have received at the Closing a certificate from an authorized officer of PNG, dated the Closing Date, certifying that, to the best of such officer's knowledge, the conditions set forth in Sections 6.3 and 6.5 have been satisfied.

Section 6.8 **Good Standing Certificates.** PNG shall have delivered to EQT copies of the certificate of good standing of PNG and Rager Mountain, each issued as of the most recent

practicable date available prior to the Closing Date by the Secretary of State of each entity's jurisdiction of formation, and of each jurisdiction in which each such entity is qualified to do business.

Section 6.9 **No Legislation.** No statute, rule or regulation shall have been enacted which prohibits or restricts the consummation of the transactions contemplated hereby.

ARTICLE VII

CONDITIONS PRECEDENT TO PNG'S OBLIGATIONS

The obligations of PNG under this Agreement shall be subject to the satisfaction (or waiver by PNG), at or before the Closing, of each of the following conditions, and EQT shall use reasonable efforts to cause each of such conditions to be satisfied as promptly as practicable.

Section 7.1 **Master Purchase Agreement Conditions.** All conditions precedent to the closing of the transactions contemplated by the Master Purchase Agreement shall have been satisfied or waived pursuant to such agreement, and EQT and its Affiliates shall be prepared to consummate the transactions contemplated by the Master Purchase Agreement simultaneously with the Closing.

Section 7.2 **No Injunction.** No Governmental Entity shall have issued any injunction or other order (whether temporary, preliminary or permanent) which prohibits or restrains (or seeks to prohibit or restrain) the consummation of the transactions contemplated hereby nor shall any other suit, action or other proceeding be pending before any court in which the consummation of the transactions contemplated hereby are sought to be restrained or enjoined.

Section 7.3 **Representations and Warranties.** The representations and warranties of EQT set forth in Article IV (and with respect to those qualified by "materiality," "EQT Material Adverse Effect" and similar qualifiers without consideration of such qualifier) shall be true and correct as of the date of this Agreement and as of the Closing as though made at and as of the Closing (except for representations and warranties that expressly speak only as of a specific date or time, which need only be true as of such date or time), except to the extent that the failure to be so true and correct has not had or would not reasonably be expected to have, individually or in the aggregate, an EQT Material Adverse Effect.

Section 7.4 **Performance.** EQT shall have performed and complied in all material respects with all agreements and covenants contained in this Agreement which are required to be performed or complied with by EQT or such Affiliate at or prior to the Closing.

Section 7.5 **Officer's Certificate.** PNG shall have received at the Closing a certificate from an authorized officer of EQT, dated the Closing Date, certifying that, to the best of such officer's knowledge, the conditions set forth in Sections 7.3 and 7.4 have been satisfied.

Section 7.6 **Good Standing Certificate.** EQT shall have delivered to PNG copies of the certificate of good standing of EQT, issued as of the most recent practicable date available prior to the Closing Date by the Secretary of Commonwealth of Pennsylvania and a good standing certificate issued by the Secretary of State of the State of West Virginia.

Section 7.7 **No Legislation.** No statute, rule or regulation shall have been enacted which prohibits or restricts the consummation of the transactions contemplated hereby.

ARTICLE VIII

CLOSING

Section 8.1 **Time and Place.** Subject to Article IX, the closing of the transactions contemplated by this Agreement (the "Closing") shall be subject to and shall take place contemporaneously with the closing of the transactions contemplated by the Master Purchase Agreement (the date on which the Closing occurs being herein referred to as the "Closing Date").

Section 8.2 **Deliveries.**

(a) At the Closing, PNG shall deliver, or cause to be delivered, to EQT the following:

(i) **General Conveyance.** A duly executed counterpart of the General Conveyance, Assignment and Bill of Sale, substantially in the form attached hereto as Exhibit A (the "General Conveyance"), together with such additional executed instruments and other documents, as may be reasonably requested by EQT, to more fully assure the transfer, assignment and conveyance to EQT or EQT's successors or assigns, of all the Assets, including, without limitation, separate assignments of individual permits, licenses, contracts, deeds, leases or interests therein, which are included in the Assets and which are reasonably necessary or desirable to facilitate the recognition of EQT's ownership of the Assets by all third parties and applicable Governmental Entities.

(ii) **Assignment Agreement.** A duly executed counterpart of the Assignment Agreement, substantially in the form attached hereto as Exhibit B (the "Assignment Agreement").

(iii) **Certificates.** The certificates and other items described in Article VI.

(iv) **Corporate Documents.** A secretary's certificate of PNG certifying as to the resolutions adopted authorizing the transactions and certifying the authorization of the officers executing documents in connection with the transactions.

(v) **Books and Records.** The full and complete Books and Records.

(vi) **FIRPTA Certificate.** A certificate of non-foreign status, from each of the tax owners of the Assets and Rager Mountain for U.S. federal income tax purposes, meeting the requirements of Treasury Regulation Section 1.1445-2(b)(2) and reasonably acceptable to EQT.

(vii) **Gas in Storage/Lines.** An updated Schedule 3.19 as of the first day of the month in which Closing occurs.

(viii) Terminations. Evidence of the termination of (A) any Contract between PNG or Rager Mountain (or by which the Assets or the assets of Rager Mountain are bound) and any of their respective Affiliates and (B) liabilities for any imbalances as contemplated by Section 5.4(b).

(ix) Interconnect Agreements. Duly executed counterparts of the interconnect agreements in substantially the forms attached hereto as Exhibits D-1 through D-3 (the “Interconnect Agreements”).

(x) Operational Agreements. Duly executed counterparts of such operational agreements (such as operational balancing agreements), in form and substance customary to the Natural Gas pipeline industry, as may be reasonably requested by EQT or PNG in connection with the assignment of the Assets and the consummation of the transactions contemplated by this Agreement and the Master Purchase Agreement.

(xi) Additional Documents. All documents which EQT reasonably determines are necessary to consummate the transactions contemplated hereby.

(b) At the Closing, EQT shall deliver, or cause to be delivered, to PNG the following:

(i) General Conveyance. A duly executed counterpart of the General Conveyance.

(ii) Assignment Agreement. A duly executed counterpart of the Assignment Agreement.

(iii) Certificates. The certificates and other items described in Article VII.

(iv) Corporate Documents. A secretary’s certificate of EQT certifying as to the resolutions adopted authorizing the transactions and certifying the authorization of the officers executing documents in connection with the transactions.

(v) Interconnect Agreements. Duly executed counterparts of the Interconnect Agreements.

(vi) Operational Agreements. Duly executed counterparts of the agreements referred to in Section 8.2(a)(x).

(vii) Additional Documents. All documents which PNG reasonably determines are necessary to consummate the transactions contemplated hereby.

ARTICLE IX

TERMINATION AND ABANDONMENT

Section 9.1 **Methods of Termination.** This Agreement may be terminated and the transactions herein contemplated may be abandoned as follows:

- (a) by mutual consent of PNG and EQT;
- (b) by either PNG or EQT in the event of a material breach of this Agreement by EQT or PNG, respectively; *provided, however*, that in the case of a breach of a representation or warranty made by (i) PNG in Article III, EQT may terminate this Agreement only upon or after the date that is thirty (30) days after PNG notifies EQT of a breach of a representation or warranty, and such breach has and continues to have a Material Adverse Effect which has not been cured to EQT's reasonable satisfaction on or prior to the Closing Date, and (ii) EQT in Article IV, PNG may terminate this Agreement only upon or after the date that is thirty (30) days after EQT notifies PNG of a breach of a representation or warranty, and such breach has and continues to have a Material Adverse Effect which has not been cured to PNG's reasonable satisfaction on or prior to the Closing Date; or
- (c) this Agreement shall immediately terminate, without further action by either EQT or PNG, upon any termination of the Master Purchase Agreement.

Section 9.2 **Procedure Upon Termination and Consequences.**

(a) EQT or PNG may terminate this Agreement when permitted pursuant to Sections 9.1(a) and 9.1(b) by delivering written notice of such termination, and such termination shall be effective upon delivery of such notice in accordance with the notice provisions of Section 11.3.

(b) If this Agreement is terminated as provided herein, absent fraud, such termination shall be the sole remedy of the Parties hereto with respect to breaches of any agreement, representation or warranty contained in this Agreement, and

(i) none of the Parties hereto nor any of their respective trustees, directors, officers or Affiliates, as the case may be, shall have any liability or further obligation to any other Party to this Agreement except nothing herein shall relieve any party from liability for any breach of this Agreement occurring prior to termination;

(ii) each Party is released from its obligations to further perform its obligations hereunder, except those expressed to survive termination;

(iii) the rights and obligations of each Party under the following sections shall survive termination of this Agreement: Article IX, Article XI and the Confidentiality Agreement;

(iv) EQT (and its agents and representatives) shall return to PNG all documents, work papers and other material relating to the Business or the

transactions contemplated hereby, whether obtained before or after the execution hereof; and

(v) if the Agreement is terminated by a Party pursuant to Section 9.1(b), and a final judicial determination of breach has been made by a court of competent jurisdiction, then the breaching Party shall reimburse all of the non-breaching Party's reasonably documented expenses in accordance with Section 9.2(b)(v) of the Master Purchase Agreement.

ARTICLE X

INDEMNIFICATION

Section 10.1 **Indemnification.**

(a) **Indemnification by PNG.** PNG shall indemnify, defend and hold harmless EQT from any and all Adverse Consequences incurred by EQT, its Affiliates and their respective officers, directors, employees, consultants and agents (the "EQT Protected Parties"), as a result of, or with respect to (i) any breach of any representation or warranty of PNG set forth in this Agreement (provided that any Adverse Consequences arising out of any breach of a representation or warranty shall be determined without giving effect to any "materiality," "Material Adverse Effect" and similar qualifiers), (ii) any breach of any covenant or agreement of PNG contained in this Agreement, (iii) any Retained Obligations and (iv)(A) any Taxes imposed on Rager Mountain or with respect to Rager Mountain or the Assets, or for which Rager Mountain is otherwise liable (including as a transferee or successor, by agreement, whether oral or written, or otherwise), for any taxable year or period (or portion thereof, as determined under Section 5.3(c)(ii)) ending before the Closing Date, (B) any Taxes for which Rager Mountain is liable as a result of having been a member of an affiliated, consolidated, combined or unitary group for income Tax purposes prior to the Closing, and (C) any Taxes imposed on PNG (or its direct or indirect owners) in respect of the transactions contemplated by this Agreement.

(b) **Indemnification by EQT.** EQT shall indemnify, defend and hold harmless PNG from any and all Adverse Consequences incurred by PNG, its Affiliates and their respective officers, directors, employees, consultants and agents (the "PNG Protected Parties"), as a result of, or with respect to (i) any breach of any representation or warranty of EQT set forth in this Agreement (provided that any Adverse Consequences arising out of any breach of a representation or warranty shall be determined without giving effect to any "materiality," "EQT Material Adverse Effect" and similar qualifiers), (ii) any breach of any covenant or agreement of EQT contained in this Agreement and (iii) any Assumed Liabilities.

Section 10.2 **Procedure for Indemnification.** Each claim for indemnification, including those claims resulting from the assertion of liability by persons or entities not parties to this Agreement, including claims by any Governmental Entity for penalties, fines and assessments, must be made by delivery by the Party to be indemnified (the "Indemnified Party") to the Party responsible for the indemnification obligation (the "Indemnifying Party") of written notice containing details reasonably sufficient to disclose to the Indemnifying Party the nature and scope of the claim within thirty (30) days after the Indemnified Party's knowledge of such

claim. Any failure in the delivery of such notice shall not affect the obligations of the Indemnifying Party, except if, and only to the extent that, the rights and remedies of the Indemnifying Party are prejudiced as a result of the failure to give, or delay in giving, such notice. Except with respect to Taxes, in the event that any legal action, claim or proceeding is brought against an Indemnified Party for which the Indemnifying Party is required to indemnify the Indemnified Party hereunder, the action shall be defended by the Indemnifying Party and such defense shall include all appeals or reviews. The Indemnifying Party shall not make any settlement of any claim without the written consent of the Indemnified Party, which consent shall not be unreasonably withheld. If the Indemnified Party withholds its consent unreasonably, the Indemnified Party shall be obligated for any future expenses and excess settlement amounts. The Indemnified Party shall fully cooperate at its expense in connection with any such claims including, without limitation, reasonable access to the Indemnified Party's records and personnel relating to such claim.

Section 10.3 Limitations on Indemnification.

(a) A Party may assert a claim for indemnification under Section 10.1(a) or Section 10.1(b)(i), as the case may be, only to the extent the Indemnified Party gives notice of such claim to the Indemnifying Party prior to the expiration of the applicable time period set forth in Section 10.4. Any claim for indemnification not made in accordance with Section 10.2 by a Party on or prior to the applicable date set forth in Section 10.4 or this Section 10.3(a) (and the other Party's indemnification obligations with respect thereto) will be irrevocably and unconditionally released and waived.

(b) Notwithstanding any other provision of this Article X: (i) PNG will not have any indemnification obligations under clauses (i) and (iii) of Section 10.1(a), (A) for any individual item where the dollar amount of Adverse Consequences relating thereto is less than Fifty Thousand Dollars (\$50,000) and (B) in respect of each individual item where the dollar amount of Adverse Consequences relating thereto is equal to or greater than Fifty Thousand Dollars (\$50,000), unless the aggregate dollar amount of all such Adverse Consequences exceeds One Million and Five Hundred Thousand Dollars (\$1,500,000), and then only to the extent of such excess; and (ii) in no event will the aggregate indemnification to be paid by PNG under clauses (i) and (iii) of Section 10.1(a) exceed Twelve Million and Five Hundred Thousand Dollars (\$12,500,000). Notwithstanding the foregoing, (x) the limitations set forth in Section 10.3(b)(i) and Section 10.3(b)(ii) will not apply to claims asserted by EQT for breaches of Section 3.1, Section 3.2, Section 3.3(a), Section 3.5, Section 3.8, Section 3.19 or Section 3.23 of this Agreement and (y) the limitations set forth in Section 10.3(b)(i) and 10.3(b)(ii) will not apply to claims arising from any Retained Obligations or from the intentional fraud and willful misconduct of PNG.

(c) Notwithstanding any other provision of this Article X: (i) EQT will not have any indemnification obligations under Sections 10.1(b)(i) , (A) for any individual item where the dollar amount of Adverse Consequences relating thereto is less than Fifty Thousand Dollars (\$50,000) and (B) in respect of each individual item where the dollar amount of Adverse Consequences relating thereto is equal to or greater than Fifty Thousand Dollars (\$50,000), unless the aggregate dollar amount of all such Adverse Consequences exceeds One Million and Five Hundred Thousand Dollars (\$1,500,000), and then only to the extent of such excess and (ii)

in no event will the aggregate indemnification to be paid by EQT under Section 10.1(b)(i) exceed Twelve Million and Five Hundred Thousand Dollars (\$12,500,000). Notwithstanding the foregoing, (x) the limitations set forth in Section 10.3(c)(i) will not apply to any claim for indemnification with respect to any breach or violation of any of the representations and warranties contained in Section 4.1 (Formation and Corporate Power), Section 4.2 (Authorizations; Validity), Section 4.3(a) (No Conflicts) or Section 4.6 (Brokers) of this Agreement and (y) the limitations set forth in Sections 10.3(c)(i) and 10.3(c)(ii) will not apply to claims arising from any Assumed Liabilities or the intentional fraud and willful misconduct of EQT.

Section 10.4 **Survival.** The representations and warranties of PNG contained in this Agreement shall survive for a period of one (1) year after the Closing Date; provided, however, that (i) the representations and warranties in Section 3.8 (Tax Matters) shall survive until the date that is sixty (60) days following the expiration of the applicable statute of limitations (after giving effect to any valid waivers or extensions thereof), (ii) the representations and warranties contained in Section 3.13 (Compliance with Environmental Laws) and Section 3.3 (No Conflict) and Section 3.19 (Gas in Storage/Lines) shall survive until eighteen (18) months after the Closing Date, and (iii) the representations and warranties contained in Section 3.1 (Formation and Corporate Power), Section 3.2 (Authorization; Validity), Section 3.5 (Capitalization; Subsidiaries; Title to Membership Interests) and Section 3.23 (Brokers) shall survive indefinitely. The representations and warranties of EQT contained in this Agreement shall survive for a period of one (1) year following the Closing; provided, however, that (i) the representations and warranties contained in Section 4.3 (No Conflict) shall survive until eighteen (18) months after the Closing Date and (ii) the representations and warranties contained in Section 4.1 (Formation and Corporate Power), Section 4.2 (Authorization; Validity) and Section 4.6 (Brokers) shall survive indefinitely.

Section 10.5 **Exclusivity.** Except for intentional fraud and willful misconduct, the rights and remedies of PNG and PNG Protected Parties, on the one hand, and EQT and EQT Protected Parties, on the other hand, for monetary damages under this Article X are, solely as between PNG and PNG Protected Parties on the one hand, and EQT and EQT Protected Parties on the other hand, exclusive and in lieu of any and all other rights and remedies for monetary damages which each of PNG and PNG Protected Parties on the one hand, and EQT and EQT Protected Parties on the other hand, may have under this Agreement or under applicable Laws with respect to any indemnifiable claim, whether at common law or in equity. Notwithstanding the foregoing, a Party may bring an action to enforce this Article X.

Section 10.6 **Mitigation of Claims.** Notwithstanding anything to the contrary contained herein:

(a) Except with respect to Taxes, an Indemnified Party shall take all reasonable steps to mitigate all losses, damages and the like relating to an indemnifiable claim, including availing itself of any defenses, limitations, rights of contribution and other rights at law or equity, and shall provide such evidence and documentation of the nature and extent of such claim as may be reasonably requested by the Indemnifying Party. An Indemnified Party's reasonable steps shall include the reasonable expenditure of money to mitigate or otherwise

reduce or eliminate any loss or expense for which indemnification would otherwise be due under this Article X; and

(b) An Indemnifying Party's indemnification obligations under this Article X shall be reduced to the extent that the subject matter of the claim is covered by and paid to the Indemnified Party pursuant to (i) a warranty or indemnification from a third party or (ii) insurance.

Section 10.7 **Tax Treatment of Indemnity Payments.** PNG and EQT each agree to treat, and to cause its Affiliates to treat, any payment made pursuant to this Article X as consideration with respect to the transactions contemplated by this Agreement for all Tax purposes, unless otherwise required by applicable Law, as reasonably determined by the indemnified party after consultation with the indemnifying party, and based on the written advice of the indemnified party's Tax advisors (a copy of which the indemnified party shall share with the indemnifying party in connection with such consultation).

Section 10.8 **Tax Benefit.** Any payment made by any Indemnifying Party hereunder shall be reduced to take into account any Tax benefit actually realized by the Indemnified Party arising from the incurrence of the applicable Adverse Consequences.

ARTICLE XI

MISCELLANEOUS

Section 11.1 **Amendment and Modification.** This Agreement may be amended, modified and supplemented only by written agreement of EQT and PNG.

Section 11.2 **Waiver of Compliance.** Any failure of EQT or PNG to comply with any obligation, covenant, agreement or condition contained herein may be expressly waived in writing by PNG, in the event of any such failure by EQT, or by EQT, in the event of any such failure by PNG, but such waiver or failure to insist upon strict compliance shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

Section 11.3 **Notices.** All notices, requests, demands, waivers and other communications required or permitted to be given under this Agreement shall be in writing and may be given by any of the following methods: (a) personal delivery, (b) facsimile transmission, (c) registered or certified mail, postage prepaid, return receipt requested, or (d) next day air courier service. Notices shall be sent to the appropriate party at its address or facsimile number given below (or at such other address or facsimile number for such party as shall be specified by notice given hereunder).

If to PNG, to:

PNG Companies LLC
375 North Shore Drive, Suite 600
Pittsburgh, PA 15212
Attn: Morgan K. O'Brien
President & CEO
Fax No.: (412) 208-6575

with a copy to:

SteelRiver Infrastructure Fund North America, LP
550 Fifth Avenue
55th Floor
New York, NY 10110
Attn: John McGuire
Fax No.: (212) 696-0040

with a copy to:

O'Melveny & Myers LLP
Times Square Tower
7 Times Square
New York, NY 10036
Attn: Richard Shutran, Esq.
Fax No.: (212) 326-2061

or to such other Person or address as PNG shall designate in writing.

If to EQT to:

EQT Corporation
625 Liberty Avenue
Pittsburgh, Pennsylvania 15222
Attn: General Counsel
Fax No.: (412) 553-5970

with a copy to:

Baker Botts L.L.P.
98 San Jacinto Boulevard
Suite 1500
Austin, Texas 78701
Attn: Mike Bengtson
Fax No.: (512) 322.8349

or to such other Person or address as EQT shall designate in writing.

All such notices, requests, demands, waivers and communications shall be deemed effective upon (i) actual receipt thereof by the addressee, (ii) actual delivery thereof to the appropriate address, or (iii) in the case of a facsimile transmission, transmission thereof by the sender and issuance by the transmitting machine of a confirmation slip that the number of pages constituting the notice have been transmitted without error.

Section 11.4 **Binding Nature; Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the Parties, except that: upon notice to the other Party, a Party may assign its rights and obligations hereunder to any Affiliate of such Party provided, that no such assignment shall relieve such Party of its obligations hereunder and no such assignment may be made after the filing of an application for any regulatory approval required hereunder. In addition, EQT may direct that one or more of its subsidiaries be the assignee at the Closing for any of the Assets. Nothing contained herein, express or implied, is intended to confer on any Person other than the Parties hereto or their successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

Section 11.5 **Entire Agreement.** This Agreement, including the schedules, the Master Purchase Agreement, the Ancillary Agreements and the Confidentiality Agreement, embody the entire agreement and understanding of the Parties hereto in respect of the subject matter contained herein. This Agreement, including the schedules, the Master Purchase Agreement, the *Ancillary Agreements and the Confidentiality Agreement*, *supersede all prior agreements and understandings among the Parties with respect to such subject matter and supersede any letters, memoranda or other documents or communications, whether oral, written or electronic, submitted or made by (i) EQT or its agents or representatives to PNG or any of its agents or representatives, or (ii) PNG or its agents or representatives to EQT or any of its agents or representatives, which occurred prior to the execution of this Agreement or otherwise in connection with the negotiation and execution of this Agreement. No communications by or on behalf of PNG or EQT, including responses to any questions or inquiries, whether orally, in writing or electronically, and no information provided in any data room or any copies of any information from any data room provided to EQT or PNG or any other information shall be deemed to constitute a representation, warranty or an agreement of PNG or EQT or be part of this Agreement.*

Section 11.6 **Expenses.** Except as provided in Section 5.8 of this Agreement, and as otherwise provided in this Agreement, the Master Purchase Agreement or any Ancillary Agreement, each Party to this Agreement shall pay its own expenses in connection with the negotiation of this Agreement, the performance of its obligations hereunder, and the consummation of the transactions contemplated herein.

Section 11.7 **Press Releases and Announcements; Disclosure.** No press release or other public announcement or disclosure related to this Agreement or the transactions contemplated herein (including, but not limited to, the terms and conditions of this Agreement) shall be issued or made by either Party without the prior approval of the other Party (which

approval shall not be unreasonably withheld, delayed or conditioned). The foregoing shall not prohibit any disclosure which, in the opinion of the disclosing Party's legal counsel, is required by Law or applicable securities exchange requirements, provided, that to the extent legally permissible, the disclosing Party shall notify the other Party in advance of such disclosure and provide the other Party reasonable opportunity to comment on any disclosure to the extent relating to this Agreement or the transactions contemplated hereby.

Section 11.8 Acknowledgment.

(a) EQT ACKNOWLEDGES THAT NEITHER PNG NOR ANY OTHER PERSON HAS MADE ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION REGARDING PNG, THE ASSETS OR THE CONDITION OF THE ASSETS, VALUE OR QUALITY OF THE ASSETS OR THE PROSPECTS (FINANCIAL OR OTHERWISE), RISKS AND OTHER INCIDENTS OF THE ASSETS NOT INCLUDED IN THIS AGREEMENT AND THE SCHEDULES.

(b) EQT further acknowledges that (i) EQT, either alone or together with any Persons EQT has retained to advise it with respect to the transactions contemplated hereby ("Advisors"), has knowledge and experience in transactions of this type and in business similar to the Business, and is therefore capable of evaluating the risks and merits of acquiring the Assets, (ii) it has relied on its own independent investigation, and has not relied on any information furnished by PNG or any representative or agent thereof or any other Person in determining to enter into this Agreement (except for such representations and warranties contained in this Agreement or Ancillary Agreements), (iii) neither PNG nor any representative or agent thereof or any other Person has given any investment, legal or other advice or rendered any opinion as to whether the purchase of the Assets is prudent, and EQT is not relying on any representation or warranty by PNG or any representative or agent thereof except as set forth in this Agreement, (iv) EQT has conducted extensive due diligence, including a review of the documents contained in a data room prepared by or on behalf of PNG, (v) PNG made available to EQT all documents, records and books pertaining to the Business that EQT's attorneys, accountants, Advisors, if any, and EQT have requested, and (vi) EQT and its Advisors, if any, have had the opportunity to visit the Assets, its facilities, plants, development sites, offices and other properties, and ask questions and receive answers concerning the Business and the terms and conditions of this Agreement. All such questions have been answered to EQT's full *satisfaction*.

Section 11.9 Disclaimer Regarding Assets. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN OR IN THE ANCILLARY AGREEMENTS, PNG EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, AS TO THE CONDITION, VALUE OR QUALITY OF THE ASSETS OR OPERATIONS OF THE BUSINESS OR THE PROSPECTS (FINANCIAL AND OTHERWISE), RISKS AND OTHER INCIDENTS OF THE BUSINESS AND PNG SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, USAGE, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO SUCH ASSETS, OR ANY PART THEREOF, OR AS TO THE WORKMANSHIP THEREOF, OR THE ABSENCE OF ANY DEFECTS THEREIN,

WHETHER LATENT OR PATENT, OR COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS, OR AS TO THE CONDITION OF, OR THE RIGHTS OF PNG IN, OR ITS TITLE TO, ANY OF ITS ASSETS OR ANY PART THEREOF. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN THE ANCILLARY AGREEMENTS, NO MATERIAL OR INFORMATION PROVIDED BY OR COMMUNICATIONS MADE BY PNG OR ANY OF ITS REPRESENTATIVES WILL CAUSE OR CREATE ANY WARRANTY, EXPRESS OR IMPLIED, AS TO THE CONDITION, VALUE OR QUALITY OF SUCH ASSETS.

Section 11.10 Governing Law.

(a) This Agreement shall be construed and enforced in accordance with the laws of the State of Delaware without giving effect to the choice of law principles thereof. Each Party consents to personal jurisdiction in any action brought in any court, federal or state, within the State of Delaware having subject matter jurisdiction arising under this Agreement, and each of the Parties hereto agrees that any action instituted by either of them against the other with respect to this Agreement will be instituted exclusively in a court, federal or state, within the State of Delaware.

(b) Each of the Parties to this Agreement irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated by this Agreement.

(c) Each Party to this Agreement waives, to the fullest extent permitted by applicable Law, any right it may have to receive damages from any other Party based on any theory of liability for any special, indirect, consequential (including lost profits), exemplary or punitive damages.

Section 11.11 Specific Performance. Each of PNG and EQT acknowledges and agrees that in the event of any breach of this Agreement by EQT, PNG would be irreparably and immediately harmed and could not be made whole by monetary damages. It is accordingly agreed that (a) EQT will waive, in any action for specific performance, the defense of adequacy of a remedy at Law and (b) PNG shall be entitled, in addition to any other remedy to which they may be entitled at Law or in equity, to compel specific performance of this Agreement and to injunctive relief, and EQT further agrees to waive any requirement for the securing or posting of any bond in connection with the obtaining of any such specific performance or injunctive relief. For the avoidance of doubt, the Parties agree that PNG shall be entitled to enforce specifically the terms and provisions of this Agreement to prevent breaches of or enforce compliance with those covenants of EQT that require EQT to consummate the transactions contemplated hereby. PNG's pursuit of specific performance at any time will not be deemed an election of remedies or waiver of the right to pursue any other right or remedy to which PNG may be entitled, including the right to pursue remedies for liabilities or damages incurred or suffered by PNG in the case of a breach of this Agreement involving fraud or willful or intentional misconduct. Notwithstanding anything to the contrary set forth in this Agreement or otherwise, PNG shall have no rights by virtue of this provision or otherwise to any remedy by any of EQT's lenders, investors, Affiliates, or other Persons not party to this Agreement or the Ancillary Agreements.

Section 11.12 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become effective when a counterpart of this Agreement shall have been signed by each Party and delivered to the other Party. Delivery of an executed counterpart of a signature page of this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 11.13 **Section 1031 Like-Kind Exchange.**

(a) The parties agree that, for U.S. federal income Tax purposes, PNG (or, if PNG is a disregarded entity for U.S. federal income tax purposes, its owner for U.S. federal income tax purposes) will be deemed to transfer the Assets to EQT in exchange for the assets listed on Schedule 11.13, as amended from time to time in accordance with this Section 11.13. The parties further agree that they will work together in good faith to determine the fair market value of the Assets in a manner consistent with the expectation that such fair market value will approximate the net book value of such Assets computed in accordance with U.S. GAAP.

(b) Notwithstanding anything in this Agreement to the contrary, each Party shall, and shall cause its Affiliates to, cooperate fully with the other Party hereto, and take any action reasonably requested by such other Party, in connection with (i) enabling the transactions contemplated by this Agreement and the Master Purchase Agreement to qualify in whole or in part as a “like-kind” exchange pursuant to Section 1031 of the Code and any corresponding state or local income Tax Laws (including in connection with (A) selecting the assets of Equitable Gas or Equitable Homeworks, after taking into account the transactions contemplated by Section 5.7 of the Master Purchase Agreement, to be included within such exchange, and (B) determining the fair market value of the assets to be included within such exchange), and (ii) preparing and filing any Tax Returns on a basis consistent with such treatment. No Party shall, and each Party shall cause its Affiliates not to, prepare or file any Tax Return, or take any action in any Tax Proceeding, inconsistent with such treatment. No later than sixty (60) days prior to Closing, EQT shall deliver to PNG Schedule 11.13, which shall list the assets of Equitable Gas and Equitable Homeworks to be included in any such like-kind exchange. If the Parties are unable to agree on any of the items described in clauses (i)(A) and (i)(B) of this Section 11.13(b), any disputes shall be submitted to the Independent Tax Arbitrator for binding resolution. The responsibility of the Parties for costs and expenses of the Independent Tax Arbitrator shall be determined in accordance with the principles of Section 2.1(c)(v) of the Master Purchase Agreement.

Section 11.14 **Interpretation.** The table of contents and article and section headings contained in this Agreement are inserted for convenience only and shall not constitute a part hereof. When a reference is made in this Agreement to a part, Section, party, exhibit or schedule such reference shall be to a part and Section of, and a party, exhibit or schedule to, this Agreement, respectively, unless otherwise indicated. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” The word “or” shall not be exclusive. References in this Agreement to any gender include all genders and references to the singular include references to the plural and vice versa. Any item or other matter referenced or disclosed in a schedule prepared by a Party shall be deemed to have been referenced or disclosed in schedules prepared by such Party where such


reference or disclosure is required. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Agreement.

Section 11.15 Further Assurances. From time to time after the date hereof (including after the Closing), and without any further consideration, the Parties agree to execute, acknowledge and deliver all such additional deeds, assignments, bills of sale, conveyances, instruments, notices, releases, acquittances and other documents, and will do all such other acts and things, all in accordance with applicable Law, as may be necessary or appropriate (a) more fully to assure that EQT will own at the Closing or thereafter all of the properties, rights, titles, interests, estates, remedies, powers and privileges included within the Assets, or which are intended to be assigned, transferred and conveyed under this Agreement and the General Conveyance, (b) convey to EQT for no additional consideration assets that as of the date hereof or at the Closing were under the ownership of PNG or its Affiliates and are reasonably necessary to operate the Assets in substantially the manner in which they are operated by PNG or its Affiliates immediately prior to Closing, (c) more fully and effectively to vest in EQT and its respective successors and assigns beneficial and record title to the interests to be assigned hereunder and by the General Conveyance or intended so to be, and (d) to more fully and effectively carry out the purposes and intent of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Asset Exchange Agreement to be duly executed on the day and year first above written.

EQT CORPORATION

By:  RAW
Name: David L. Porges
Title: Chairman, President and CEO

PNG COMPANIES LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Asset Exchange Agreement to be duly executed on the day and year first above written.

EQT CORPORATION

By: _____
Name:
Title:

PNG COMPANIES LLC

By: Morgan K. O'Brien
Name: MORGAN K O'BRIEN
Title: PRESIDENT + CEO

PNG DISCLOSURE SCHEDULE

These disclosure schedules and all attachments hereto (each of which is incorporated herein by reference) (this "PNG Disclosure Schedule") constitute the disclosure schedules provided by PNG Companies LLC ("PNG") pursuant to the Asset Exchange Agreement, dated December 19, 2012, by and between PNG and EQT Corporation ("EQT") (the "Agreement"). Unless the context otherwise requires, all capitalized terms used in this PNG Disclosure Schedule shall have the respective meanings assigned to them in the Agreement.

This PNG Disclosure Schedule is qualified in its entirety by reference to specific provisions of the Agreement, and is not intended to constitute, and shall not be construed as constituting representations or warranties of the parties except as and to the extent provided in the Agreement.

No disclosure in this PNG Disclosure Schedule relating to possible breach or violation of any agreement, law or regulation shall be construed as an admission or indication that any such breach or violation exists or has actually occurred. No reference or disclosure of any item or other matter in this PNG Disclosure Schedule shall be construed as an admission or indication that such item or other matter is material, outside of the ordinary course of business or that such item or other matter is required to be referred to or disclosed in this PNG Disclosure Schedule, and no party shall use the fact of the inclusion of any such item or matter in this PNG Disclosure Schedule in any dispute or controversy between the parties as to whether any obligation, item or matter is or is not material, or may constitute an event or condition which could be considered to have a Material Adverse Effect. Certain agreements and other matters are listed in this PNG Disclosure Schedule for informational purposes notwithstanding the fact that, because they do not rise above applicable materiality thresholds otherwise, they are not required to be listed by the terms of the Agreement.

Each disclosure in this PNG Disclosure Schedule indicates the Schedule of the Agreement to which it applies. However, a matter set forth in any Schedule need not be set forth on any other Schedule of the Agreement, so long as the matter is disclosed in such a way as to make its relevance to such other representations, warranties or covenants of the Agreement reasonably apparent.

References to or descriptions of any document herein do not purport to be complete and are qualified in their entirety by the document itself, copies of which have been delivered or made available to EQT.

The headings herein have been included for convenience or reference only, and do not form a part of this PNG Disclosure Schedule and shall not be deemed to limit or otherwise affect any of the disclosure herein.

This PNG Disclosure Schedule, and the information contained herein, is in all events subject to the terms of the Confidentiality Agreement.

Schedule 1.1(a)

Knowledge (PNG)

Joseph Gregorini

Kenneth Johnston

Jeffrey Nehr

Morgan O'Brien

John McGuire, solely with respect to Section 3.1 and 3.2 of the Agreement.

Schedule 3.4

Consents and Approvals (PNG)

1. Consent of JP Morgan Chase Bank, N.A., Union Bank, N.A., CoBank, ACB, PNC Bank, N.A., Wells Fargo Bank, National Association, and Citizens Bank of Pennsylvania, pursuant to the following agreements:
 - A. Credit Agreement, dated as of August 10, 2011 (the "LDC Credit Agreement"), among JPMorgan Chase Bank, N.A., Union Bank, N.A., CoBank ACB, PNC Bank, N.A., Wells Fargo Bank, National Association and Citizens Bank of Pennsylvania (collectively, the "LDC Lenders") and LDC Holdings LLC;
 - B. Credit Agreement, dated as of August 10, 2011 (the "PNC Credit Agreement"), among JPMorgan Chase Bank, N.A., Union Bank, N.A., CoBank ACB, PNC Bank, N.A., Wells Fargo Bank, National Association and Citizens Bank of Pennsylvania and PNG Companies LLC; and
 - C. Intercreditor and Collateral Agency Agreement dated as of February 26, 2010, among BNP Paribas, as collateral agent, BNP Paribas, as administrative agent and the noteholders party thereto (as amended by Amendment No. 1 thereto, dated as of August 10, 2011 and entered into by JPMorgan Chase Bank, N.A. (as successor collateral agent and as new administrative agent under the PNG Credit Agreement) executed in connection with the PNG Credit Agreement.
2. Consents to assign the agreements described as item 1 on Schedule 3.9.

Schedule 3.6

Rager Mountain Liabilities

Normal course of business liabilities associated with:

1. The agreement described in Item 5 on Schedule 3.9
2. Peoples Service Company LLC services rendered for accounting and other services
3. Occasional outside services provided by third parties

These liabilities are all classified as current, and are settled within the following month. Any liabilities outstanding under items 2 and 3 will be settled prior to Closing.

Schedule 3.7(a)

Compliance with Law (PNG)

Summary of PaPUC NC Letters and SRC Reports.

NC-10-05	External/Internal Corrosion
NC-08-07	Corrosion Close Interval Survey in River Crossing
NC-10-09	Internal Corrosion Records; Hydrostatic Test
NC-07-10	Internal Corrosion/Internal Corrosion Assessment
NC-08-10	Atmospheric Corrosion Rager Mt.
NC-11-11	External Corrosion
NC-06-12	HCA Wall Station
NC-26-12	Hydrostatic pressure Test Truittsburg Storage Line SP-7121
SRC- TP-7625	Pipe Cracking
SRC- TP-7600	Girth Weld Anomalies discovered as a result of ILI
SRC- TP-7575	Third Party Damage discovered as a result of ILI
SRC- TP-598	Internal anomalies discovered as a result of ILI
SRC- TP-4555	External wall loss discovered as result of ILI
SRC- TP-7215	Corrosion Leak bare Steel Cathodically Protected Pipeline
SRC- TP-7215	External wall loss discovered as result of ILI

Schedule 3.7(b)

Proceedings

Kevin P. Leeman v. Peoples Natural Gas Company LLC; Court of Common Pleas of Westmoreland County, Pennsylvania (GD-4933 of 2011). All Adverse Consequences arising out of this Action will be Retained Obligations.

Schedule 3.8

Tax Matters

The statutes of limitations for the periods of assessment or collection of Peoples' PA Sales and Use Taxes for the January 1, 2008 through December 31, 2009 taxable periods when Peoples was owned by Dominion have been extended through June 30, 2013. Per the Stock Purchase Agreement, Dominion is responsible for any assessment.

Schedule 3.9

Contracts

1. The following listed Operating Agreements (MOAs) between Peoples and Producers:

Producer Volumes

		Twp	Co
PO 10571	LN TP-598	Fairfield	Westmoreland
PO 10612	LN TP-7625	Redbank	Clarion
PO 10663	LN TP-7625	Redbank	Armstrong
PO 10728	LN TP-4555	Unity	Westmoreland
PO 10882	LN TP-371	Plumcreek	Armstrong
PO 10889	LN TP-7676	Hempfield	Westmoreland
PO 10905	LN TP-7575	Somerset	Washington
PO 10956	LN TP-598	St Clair	Westmoreland
PO 10967	LN TP-7625	Redbank	Armstrong
PO 11025	LN TP-598	Fairfield	Westmoreland
PO 11029	LN TP-7676	Hempfield	Westmoreland
PO 11099	LN TP-7575	Somerset	Washington
PO 11190	LN TP-301	Gilpin	Armstrong
PO 11195	LN TP-7676	N Huntingdon	Westmoreland
PO 11207	LN TP-4555	Hempfield	Westmoreland
PO 11226	LN TP-371	Derry	Westmoreland
PO 11247	LN TP-7575	Fallowfield	Washington
PO 11261	LN TP-7625	Redbank	Clarion

PO 11283	LN TP-301	Gilpin	Armstrong
PO 11301	LN TP-301	Manor	Armstrong
PO 11320	LN TP-598	St Clair	Westmoreland
PO 11321	LN TP-598	Ligonier	Westmoreland
PO 11323	LN TP-7600	Forward	Allegheny
PO 11383	LN TP-7625	Cowanshannock	Armstrong
PO 11405	LN TP-598	Fairfield	Westmoreland
PO 11412	LN TP-371	Conemaugh	Indiana
PO 11419	LN TP-598	Derry	Westmoreland
PO 11441	LN TP-4555	Derry	Westmoreland
PO 11445	LN TP-371	Derry	Westmoreland
PO 2488	LN TP-371	Derry	Westmoreland
PO 4225	LN TP-371	Blacklick	Indiana
PO 4468	LN TP-371	Derry	Westmoreland
PO 4665	LN TP-371	Derry	Westmoreland
PO 4939	LN TP-7215	Salem	Westmoreland
PO 5241	LN TP-371	Derry	Westmoreland
PO 8060	LN TP-598	St Clair	Westmoreland
PO 9971	LN TP-7625	Redbank	Armstrong

2. The following listed Farm Tap Agreements between Peoples and Customers:

Premise Number	Account Number	Address	City Zip	Pipeline Number
2460003290	5460501407898	3120 RIDGE RD	FORD CITY,PA 16226-3628	301
7460000540	462000687355	RR 3 BOX 340	FORD CITY,PA 16226-8833	301
5460002069	6500038038830	116 LOGANSPORT RD	FORD CITY,PA 16226-3618	301

8460000436	1460500187157	115 SUMMIT DR	FORD CITY,PA 16226-3729	301
9460003289	9460502128199	3125 RIDGE RD	FORD CITY,PA 16226-3627	301
3460004045	462103573575	315 KUNKLE RD	KITTANNING,PA 16201-6041	301
8460004046	500025192143	250 BELL FLAT RD	KITTANNING,PA 16201-6022	301
2460000238	2462002005720	139 BREAKNECK RD	FORD CITY,PA 16226-6901	301
2460002954	5460501140672	RIDGE RD	FORD CITY,PA 16226-	301
8460000237	1462002822077	181 BREAKNECK RD	FORD CITY,PA 16226-6903	301
460001154	460500872736	1143 SMAIL RD	LEECHBURG,PA 15656-7246	301
2460003614	1460500621294	120 FOUSE DR	LEECHBURG,PA 15656-	301
3460003547	3460502286647	680 SCHENLEY RD	LEECHBURG,PA 15656-7205	301
460021714	8500017338732	114 LESSIG RD	LEECHBURG,PA 15656-7237	301
460003287	9500007119526	1065 STATE ROUTE 66	VANDERGRIFT,PA 15690-8201	301
2460001568	9500010784179	447 JACK RD	VANDERGRIFT,PA 15690-8213	301
460000825	9500016045136	111 FOUSE DR	LEECHBURG,PA 15656-	301
6460003615	460500529074	128 FOUSE DR	LEECHBURG,PA 15656-	301
7460003613	460501560601	124 FOUSE DR	LEECHBURG,PA 15656-7259	301
6500214438	500016784362	100 LESSIG RD	LEECHBURG,PA 15656-7237	301
4460001571	2460502228663	392 JACK RD	VANDERGRIFT,PA 15690-8210	301
5460003286	2460503187385	971 STATE ROUTE 66	VANDERGRIFT,PA 15690-8220	301
4460003584	3500028762440	642 SCHENLEY RD	LEECHBURG,PA 15656-7205	301
4460041752	4460800022248	761 BAGDAD RD	LEECHBURG,PA 15656-8593	301
4460039919	7500034057803	688 BAGDAD RD	LEECHBURG,PA 15656-9552	301
6460001569	7460500276512	439 JACK RD	VANDERGRIFT,PA 15690-	301

			8213	
5460001155	7460503583714	1138 SMAIL RD	LEECHBURG,PA 15656-	301
5460003649	8500040611625	1150 SMAIL RD	LEECHBURG,PA 15656-7246	301
4460000828	9500044096356	223 FORKS CHURCH RD	LEECHBURG,PA 15656-	301
9460021716	4500032386757	105 LESSIG RD	LEECHBURG,PA 15656-7237	301
8460001572	4460502069776	382 JACK RD	VANDERGRIFT,PA 15690-8210	301
8460000829	4500025608522	188 FORKS CHURCH RD	LEECHBURG,PA 15656-7244	301
8460000850	5460502810820	132 FOUSE DR	LEECHBURG,PA 15656-7259	301
8460003666	6460500220586	111 RITTER LN	LEECHBURG,PA 15656-8296	301
9460001570	8460502284325	408 JACK RD	VANDERGRIFT,PA 15690-8212	301
460001473	2500035799464	254 SANDY FLAT RD	KITTANNING,PA 16201-5125	301
460001466	7462000561811	12475 US ROUTE 422 FRNT	KITTANNING,PA 16201-5145	301
1460001471	9462001561040	234 SANDY FLAT RD	KITTANNING,PA 16201-5125	301
7500270389	1500046938816	12475 US ROUTE 422 GAR	KITTANNING,PA 16201-5145	301
5460001467	4500012206651	116 ARROW HEAD RD	KITTANNING,PA 16201-5116	301
6460001472	5462002458340	12459 US ROUTE 422	KITTANNING,PA 16201-5145	301
4460001469	6500022642586	106 COLONIAL RD	KITTANNING,PA 16201-5108	301
9460001468	1500038920144	108 ARROW HEAD RD	KITTANNING,PA 16201-5116	301
6460021713	9460503930029	118 LESSIG RD	LEECHBURG,PA 15656-	301
3460000236	1462001200632	121 SHEASLEY LN	FORD CITY,PA 16226-6933	301
2460003519	9462000560064	RR 2 BOX 181	FORD CITY,PA 16226-9216	301
7460003518	4462002286303	468 CROOKED CREEK DAM RD	FORD CITY,PA 16226-4532	301

3460031098	2460600661972	382 COWBOY RD	CLARKSBURG,PA 15725-8545	371
6500194865	500028026977	415 RIDGE RD	SHELOCTA,PA 15774-3155	371
8460000429	3460602440311	190 CEMETERY HILL RD	SHELOCTA,PA 15774-3023	371
9460004100	7460601043193	1385 BENDIS RD	SALTSBURG,PA 15681-3215	371
8460001077	8460600091696	715 MILL HILL RD	SHELOCTA,PA 15774-3504	371
2460220105	460300812759	1201 TWIN MAPLES RD	DERRY,PA 15627-2015	598
3460210839	9460303852547	122 DIAMOND DR	LATROBE,PA 15650-3452	4555
460234379	500033465712	2525 HAHNTOWN WENDEL RD	IRWIN,PA 15642-3054	7676
1460229966	461502033586	2100 HAHNTOWN WENDEL RD	IRWIN,PA 15642-3052	7676
3460212392	461600391944	338 WALTON TEA ROOM RD	GREENSBURG,PA 15601-6423	7676
3460234484	1461501739546	2575 HAHNTOWN WENDEL RD	IRWIN,PA 15642-3054	7676
460255518	1500027116481	148 FARMINGTON PL	GREENSBURG,PA 15601-5815	7676
460208536	2461603251410	183 EVERGLADE RD	GREENSBURG,PA 15601-6653	7676
1460251152	2462001467494	142 FARMINGTON PL	GREENSBURG,PA 15601-5815	7676
3460226043	2500036263968	1679 GUFFEY RD	IRWIN,PA 15642-8701	7676
3460226436	3500021538485	1717 GUFFEY RD	IRWIN,PA 15642-9772	7676
3460225889	8500021145936	1631 BROAD ST	GREENSBURG,PA 15601-5403	7676
4460227852	462001120159	122 FARMINGTON PL	GREENSBURG,PA 15601-5815	7676
4500189471	9500033859819	102 FARMINGTON PL	GREENSBURG,PA 15601-5815	7676
7460233053	9461503143877	2327 HAHNTOWN WENDEL RD	IRWIN,PA 15642-3031	7676
9500298651	5500032363569	326 WALTON TEA ROOM RD	GREENSBURG,PA 15601-6423	7676
1460219086	500042233664	374 WHEATRIDGE DR	JEANNETTE,PA 15644-4035	7215

460210517	2460900047046	135 CLELIAN HEIGHTS LN	GREENSBURG,PA 15601-6665	7215
2460231263	4461101387519	219 ASHBAUGH RD	JEANNETTE,PA 15644-9552	7215
3460210527	5500033422968	714 OLD STATE ROUTE 66	GREENSBURG,PA 15601-8245	7215
2460207602	6460900423682	429 BOGGS HOLLOW RD	GREENSBURG,PA 15601-8848	7215
460208173	6460901062117	434 CROOKED RUN RD	GREENSBURG,PA 15601-8843	7215
6460208172	6460901060892	573 MARKET LN	GREENSBURG,PA 15601-8840	7215
5460233601	6461102151644	240 ASHBAUGH RD	JEANNETTE,PA 15644-9551	7215
5460232111	6461103155543	224 ASHBAUGH RD	JEANNETTE,PA 15644-9551	7215
7460217449	8500007138823	363 WHEATRIDGE DR	JEANNETTE,PA 15644-4035	7215
1460077272	500015893280	812 COOPER AVE	JOHNSTOWN,PA 15906-1004	1160
3460071769	1460502219849	600 DECKER AVE	JOHNSTOWN,PA 15906-1203	1160
460046629	1462101891823	105 FLAGSTONE DR	MINERAL POINT,PA 15942-5927	1160
1460056802	1500046861491	1901 BENSHOFF HILL RD	JOHNSTOWN,PA 15906-3831	1160
460060194	2460102404170	223 GILLEN LN	MINERAL POINT,PA 15942-5842	1160
1460069120	2462100276824	493 MACADAM RD	MINERAL POINT,PA 15942-	1160
2460061035	2462103231164	235 VALLEY RD	MINERAL POINT,PA 15942-4608	1160
1460071556	3500008847942	569 ADAMS AVE	MINERAL POINT,PA 15942-5907	1160
1460073114	4462103911762	629 ADAMS AVE	MINERAL POINT,PA 15942-5908	1160
2460077913	5460202576763	830 COOPER AVE	JOHNSTOWN,PA 15906-1004	1160
1460062030	6460100712069	2714 WILLIAM PENN AVE	JOHNSTOWN,PA 15909-1010	1160

3460049959	6460200791738	120 MAGE LN	JOHNSTOWN,PA 15906-1151	1160
3460074255	6460503699609	730 FELIX RD	JOHNSTOWN,PA 15906-	1160
3460047472	7460200437914	11 TOLLGATE RD	JOHNSTOWN,PA 15906-1120	1160
2460059597	7462101597215	2173 BENSHOFF HILL RD	JOHNSTOWN,PA 15909-3501	1160
1460069432	8462101264003	505 ADAMS AVE	MINERAL POINT,PA 15942- 5907	1160
2500266133	8500024784240	798 COOPER AVE	JOHNSTOWN,PA 15906-1033	1160
460072151	9462101695680	608 ADAMS AVE	MINERAL POINT,PA 15942- 5902	1160
6460062366	460203208893	291 PICKLO ST	JOHNSTOWN,PA 15906-1054	1160
5460057453	1460201560581	200 TOLLGATE RD	JOHNSTOWN,PA 15906-1115	1160
5460067170	1500036247264	412 RORABAUGH RD	SUMMERHILL,PA 15958-5804	1160
5460058487	1500026382492	209 HUNT RD	JOHNSTOWN,PA 15909-3510	1160
4460068426	2460203093472	44 WILDCAT RD	JOHNSTOWN,PA 15906-1112	1160
4460055097	2500040503456	1622 BENSHOFF HILL RD	JOHNSTOWN,PA 15906-3807	1160
5460051374	3462102167261	127 FLAGSTONE DR	MINERAL POINT,PA 15942- 5927	1160
5460057014	3462103318998	1935 BENSHOFF HILL RD	JOHNSTOWN,PA 15906-3813	1160
6500132183	3500003254217	115 SANDSTONE LN	JOHNSTOWN,PA 15906-1239	1160
7460071585	4460503468450	571 DUWELL ST	JOHNSTOWN,PA 15906-1246	1160
6460053466	4462103837279	142 LYLE ST	MINERAL POINT,PA 15942- 5922	1160
5460060725	5500043959954	23 TOLLGATE RD	JOHNSTOWN,PA 15906-1120	1160
5460062070	6460100763824	2744 WILLIAM PENN AVE	JOHNSTOWN,PA 15909-1031	1160
4460071048	7462102342499	543 ADAMS AVE	MINERAL POINT,PA 15942-	1160

			5907	
4460066186	8460202180952	40 WILDCAT RD	JOHNSTOWN,PA 15906-1112	1160
5460050726	9500043150087	123 FLAGSTONE DR	MINERAL POINT,PA 15942-5927	1160
9460062059	1460102444675	2738 WILLIAM PENN AVE	JOHNSTOWN,PA 15909-1031	1160
8460046455	1462102445694	104 LYLE ST	MINERAL POINT,PA 15942-5922	1160
9460053476	2460103103606	142 POMPANO LN	MINERAL POINT,PA 15942-5833	1160
8460065611	2462102204663	615 ADAMS AVE	MINERAL POINT,PA 15942-5908	1160
9460062108	3460201668547	276 PICKLO ST	JOHNSTOWN,PA 15906-1058	1160
8460077505	3460202582081	818 COOPER AVE	JOHNSTOWN,PA 15906-1004	1160
8460068554	3462103501208	446 ADAMS AVE	MINERAL POINT,PA 15942-5900	1160
8460055949	4500011798065	175 GILLEN LN	MINERAL POINT,PA 15942-5841	1160
8460046247	4500012743397	103 FLAGSTONE DR	MINERAL POINT,PA 15942-5927	1160
9460061950	5460203973034	269 PICKLO ST	JOHNSTOWN,PA 15906-1054	1160
9460058583	9460201720368	21 TOLLGATE RD	JOHNSTOWN,PA 15906-1120	1160
9460052592	9460500262862	134 SANDSTONE LN	JOHNSTOWN,PA 15906-1238	1160
8460069549	9462102418584	507 KEPPLER RD	MINERAL POINT,PA 15942-4603	1160
9460048841	9500012826387	114 KAGEY ST	MINERAL POINT,PA 15942-5917	1160
460098540	3461400136414	236 THOMAS RD	MC MURRAY,PA 15317-3631	7575
4460099982	7461401392643	291 SIENNA TRL	VENETIA,PA 15367-1317	7575
460101990	500030333695	32 MONESSEN BLVD	MONESSEN,PA 15062-2251	7572

2460108727	461701601960	51 MONESSEN BLVD	MONESSEN,PA 15062-2249	7572
3460101156	1461701077882	31 MONESSEN BLVD	MONESSEN,PA 15062-2247	7572
3460104562	1461701211290	39 MONESSEN BLVD	MONESSEN,PA 15062-2248	7572
460081807	3461700390173	10 MONESSEN BLVD	MONESSEN,PA 15062-2205	7572
1460104735	3461701602082	40 MONESSEN BLVD	MONESSEN,PA 15062-2252	7572
2460094625	6461703695476	20 MONESSEN BLVD	MONESSEN,PA 15062-2250	7572
3460099080	6500036738971	25 MONESSEN BLVD	MONESSEN,PA 15062-2247	7572
6460103787	461700686793	35 MONESSEN BLVD	MONESSEN,PA 15062-2248	7572
5460114416	500020302363	7 MONESSEN BLVD	MONESSEN,PA 15062-2204	7572
6460099814	1500014881945	28 MONESSEN BLVD	MONESSEN,PA 15062-2251	7572
7460115839	2461700284920	8 MONESSEN BLVD	MONESSEN,PA 15062-2205	7572
5460104694	2461701083017	4 MONESSEN BLVD	MONESSEN,PA 15062-2205	7572
7460107932	2461704111045	49 MONESSEN BLVD	MONESSEN,PA 15062-2249	7572
5460111417	3461701128641	6 MONESSEN BLVD	MONESSEN,PA 15062-2205	7572
5460099654	3461702379379	27 MONESSEN BLVD	MONESSEN,PA 15062-2247	7572
6460081730	4500006677179	1 HARTUNG CT	MONESSEN,PA 15062-2203	7572
4460098208	6461700108163	23 MONESSEN BLVD	MONESSEN,PA 15062-2247	7572
4460104308	7461701289242	37 MONESSEN BLVD	MONESSEN,PA 15062-2248	7572
4460089990	7461701661567	14 MONESSEN BLVD	MONESSEN,PA 15062-2205	7572
7460093453	7500045684823	18 MONESSEN BLVD	MONESSEN,PA 15062-2250	7572
8460105614	1461702915194	41 MONESSEN BLVD	MONESSEN,PA 15062-2248	7572
8460092627	3461703778091	17 MONESSEN BLVD	MONESSEN,PA 15062-2204	7572
8460090882	3500045974654	15 MONESSEN BLVD	MONESSEN,PA 15062-2204	7572
8460086525	5500017980504	12 MONESSEN BLVD	MONESSEN,PA 15062-2205	7572
9460099921	5500026482055	29 MONESSEN BLVD	MONESSEN,PA 15062-2247	7572

9460088416	8461703146361	13 MONESSEN BLVD	MONESSEN,PA 15062-2204	7572
9460084195	8461703395227	11 MONESSEN BLVD	MONESSEN,PA 15062-2204	7572
460136803	460301394844	237 WHITTENGALE RD HSC	OAKDALE,PA 15071-	7575
2460138851	2460301349314	296 UNION AVE	OAKDALE,PA 15071-1352	7575
460144326	2460303792887	445 BATEMAN RD	OAKDALE,PA 15071-3837	7575
2460138275	4460303675047	275 WHITTENGALE RD	OAKDALE,PA 15071-3607	7575
1460136576	4500037845071	233 LOGAN RD	IMPERIAL,PA 15126-8908	7575
1460136888	6460304053519	239 MARSHALL RD	OAKDALE,PA 15071-2010	7575
1500149019	6500036617694	449 BATEMAN RD	OAKDALE,PA 15071-3837	7575
460118418	8462100243244	GREATER PGH AIRPORT	CORAOPOLIS,PA 15108-	7575
3460139069	9460302390593	300 N BRANCH RD	OAKDALE,PA 15071-3824	7575
5460136804	500029630331	237 WHITTENGALE RD CHSE	OAKDALE,PA 15071-3607	7575
5460125521	1460302231591	121 SHAGAS LN	OAKDALE,PA 15071-3805	7575
5460138831	2500007737265	294 UNION AVE	OAKDALE,PA 15071-1352	7575
6460136219	2500015671740	225 LOGAN RD	IMPERIAL,PA 15126-8908	7575
6460118750	3461900085292	SPRING RUN RD EXT	CORAOPOLIS,PA 15108-	7575
7460139891	4460301502251	310 N BRANCH RD	OAKDALE,PA 15071-3853	7575
7460139808	7460401562235	309 LOGAN RD	IMPERIAL,PA 15126-9628	7575
4460139386	9500039168206	302 N BRANCH RD	OAKDALE,PA 15071-3800	7575
8460140359	1460402777539	315 LOGAN RD	IMPERIAL,PA 15126-9628	7575
8500140488	5500004570648	300 HORIZON DR HNDR	CORAOPOLIS,PA 15108-2794	7575

3. The following free gas agreements associated with storage leases.

WELL#	LEASE#	STORAGE FIELD	NAME
3290	43032	Gamble Hayden	Mary Ann C Roberts
3354	43583	Gamble Hayden	Collene Leonard
3876	51674	Trittsburg	U B Truitt / Betty C. Truitt
3881	51759	Trittsburg	David & Regina Westover
3889	51776	Trittsburg	R D Baughman Inc
3892	51808	Trittsburg	Beulah E Truitt / Betty C. Truitt
3881	51833	Trittsburg	Patrick Connors Jr
3908	51664	Trittsburg	Otie G Truitt / Ira Truitt
4066	47508	Webster	Audrey M Rankin
4473	62229	Trittsburg	Jeffrey & Sherry Taylor

4. Gas Storage Facility Lease Agreement between PNG Companies LLC and Rager Mountain Storage Company LLC dated November 1, 2011.

5. Firm Storage Service Agreement between Rager Mountain Storage Company LLC and TENASKA GAS Storage, LLC dated January 27, 2012 (Includes side tax letter dated January 27, 2012 addressed to Mr. Kevin Kohlscheen)

6. Administrative Services Agreement between Latitude Technologies, Inc. and Rager Mountain Storage Company LLC dated June 1, 2011.

7. Software Services Agreement between Latitude Technologies and Rager Mountain Storage Company LLC dated April 1, 2011.

8. Transportation Agreement with Dominion, Contract No. 200550, Line 7625

9. Web Hosting Agreement between Plonka Interactive and Rager Mountain Storage Company LLC (agreement not available, Domain name renewal info attached).

10. Professional and consulting services contract between Peoples Natural Gas Company LLC and GT, dated February 2, 2012.

11. Aerial Surveillance Services Agreement with New Era Technology, Inc. – Purchase Order 7000000012, dated 6/25/2011.

12. Damage Prevention and TRIMP Communications Agreement - Purchase Order from [PNG Companies LLC] to Paradigm Alliance Inc., PO 7000000494 dated 6/11/12 and 7000000568 dated 9/25/12.

13. The following listed Gas Marketing Contracts:

GAS PURCHASE AGREEMENTS BY AND BETWEEN PA GAS MARKETING LLC AS SELLER AND THE FOLLOWING LARGE VOLUME BUYERS:

Air Products and Chemicals, Inc. dated as of November 1, 2006, as amended by Confirmation Agreement No. 2 dated November 1, 2007, Confirmation Agreement No. 3 dated November 1, 2008, Confirmation Agreement No. 4 dated November 1, 2009 and Confirmation Agreement No. 5 dated November 1, 2010, Confirmation Agreement No. 6 dated November 1, 2011, and Confirmation Agreement No. 7 dated November 1, 2012.

AK Steel Corporation dated as of March 1, 2001, as amended by Confirmation Agreement No. 1 dated November 1, 2006, Confirmation Agreement No. 2 dated November 1, 2006, Confirmation Agreement No. 3 dated January 1, 2011 and Confirmation Agreement No. 4 dated January 1, 2011.

Allegheny Technologies Incorporated – Vandergrift, PA dated as of November 1, 2004, as amended by Letter Agreement dated November 23, 2004, Confirmation Agreement No. 2 dated November 1, 2004, Letter Agreement dated August 8, 2006, Confirmation Agreement No. 3 dated August 28, 2006, Acceptance Letter dated October 21, 2008, Letter Agreement dated July 19, 2010 and Confirmation Agreement No. 4 dated July 26, 2010.

Braeburn Alloy Steel dated as of September 1, 2007, as amended by Confirmation Agreement No. 2 dated September 9, 2009, Confirmation Agreement No. 3 dated April 14, 2010, Letter Agreement dated April 14, 2010, Confirmation Agreement No. 4 dated February 24, 2011 and Confirmation Agreement No. 5 dated June 20, 2012.

Calumet Specialty Product Partners, LP dated as of October 1, 2012 and Confirmation Agreement No. 1 dated October 9, 2012.

Ervin Industries, Inc. dated as of November 1, 2008, as amended by Confirmation Agreement No. 2 dated September 15, 2009, Confirmation Agreement No. 3 dated September 21, 2010, Confirmation Agreement No. 4 dated October 2011 and Confirmation Agreement No. 5 dated May 31, 2012.

Fuzion Technologies, Inc. dated as of January 1, 2009, Confirmation Agreement No. 2 dated December 22, 2008, Confirmation Agreement No. 3 dated May 29, 2012 and Confirmation Agreement No. 4 dated as of July 25, 2012.

INDSPEC Chemical Corporation dated as of September 1, 2002, as amended by Confirmation Agreement No. 2 dated November 1, 2003, Confirmation Agreement No. 3 dated October 18, 2004, Confirmation Agreement No. 4 dated April 12, 2005, Confirmation Agreement No. 5 dated January 1, 2007, Confirmation Agreement No. 6 dated January 14, 2009, Confirmation Agreement No. 7 dated October 14, 2010 and Confirmation Agreement No. 8 dated November 29, 2011.

PPG Industries, Inc. – Springdale, Pennsylvania dated as of October 7, 2003, as amended by Confirmation Agreement No. 2 dated September 26, 2006, Confirmation Agreement No. 3 dated October 6, 2011 and Confirmation Agreement No. 5 dated September 5, 2012. (sequential error)

Pittsburgh Glass Works, formerly PPG Industries, Inc. – East Deer Township, Pennsylvania dated as of October 7, 2003, as amended by Confirmation Agreement No. 2 dated September 26, 2006 and to be superseded as of a November 1, 2011 Agreement.

Sonneborn, Inc. dated as of October 1, 2011, as amended by Confirmation Agreement No. 2 dated December 3, 2012.

Specialty Tires of America, Inc. dated as of August 1, 2001, as amended by Confirmation Agreement No. 1 dated November 1, 2001, Confirmation Agreement No. 2 dated March 22, 2002, Confirmation Agreement No. 3 dated October 3, 2002, Confirmation Agreement No. 4 dated September 17, 2003, Confirmation Agreement No. 5 dated October 5, 2004, Confirmation Agreement No. 6 dated February 15, 2006, Confirmation Agreement No. 7 dated July 7, 2006, Confirmation Agreement No. 8 dated September 16, 2008, Confirmation Agreement No. 9 dated September 14, 2010, Confirmation Agreement No. 10 dated September 30, 2010, Confirmation Agreement No. 11 dated September 1, 2011 and Confirmation Agreement No. 12 dated October 9, 2012.

Wismarq Corporation dated as of January 1, 2011, Confirmation Agreement No. 1 dated December 31, 2010 and Confirmation Agreement No. 2 dated January 1, 2012.

Worldwide Refractories, Inc. dated October 1, 2009, Confirmation Agreement No. 1 dated September 29, 2009 and Confirmation Agreement No. 2 dated April 27, 2012.

GAS PURCHASE AGREEMENTS BY AND BETWEEN PA GAS MARKETING LLC AS SELLER AND THE FOLLOWING COMMERCIAL BUYERS:

Allegheny River Terminals, Inc. formerly RAM Terminals, Inc. dated as of January 1, 2005 as amended by Confirmation Agreement No. 2. dated December 5, 2006, Confirmation Agreement No. 3 dated December 30, 2008, Confirmation Agreement No. 4 dated December 22, 2010, Confirmation Agreement No. 5 dated December 31, 2011 and Confirmation Agreement No. 6 dated November 16, 2012.

Allegheny Valley School District dated as of February 1, 2004, as amended by Confirmation Agreement No. 2 dated August 1, 2004, Confirmation Agreement No. 3 dated August 1, 2005, Confirmation Agreement No. 4 dated August 1, 2007, Confirmation Agreement No. 5 dated August 1, 2009, Confirmation Agreement No. 6 dated August 31, 2011 and Confirmation Agreement No. 7 dated August 13, 2012.

Associated Ceramics and Technology, Inc. dated as of January 1, 2002, as amended by Confirmation

Agreement No. 2 dated December 30, 2002, Confirmation Agreement No. 3 dated September 26, 2003, Confirmation Agreement No. 4 dated September 21, 2004, Confirmation Agreement No. 5 dated March 30, 2006, Confirmation Agreement No. 6 dated October 2, 2006, Confirmation Agreement No. 7 dated November 1, 2007, Confirmation Agreement No. 8 dated October 29, 2008, Confirmation Agreement No. 9 dated October 1, 2009, Confirmation Agreement No. 10 dated October 24, 2011 and Confirmation Agreement No. 11 dated September 1, 2012.

Blairsville-Saltsburg School District dated as of November 15, 2000, as amended by Confirmation Agreement No. 2 dated October 1, 2002, Confirmation Agreement No. 3 dated November 15, 2004, Confirmation Agreement No. 4 dated November 20, 2006, Confirmation Agreement No. 5 dated November 5, 2008, Letter Agreement dated February 3, 2009, Confirmation Agreement No. 6 dated May 6, 2010 and Confirmation Agreement No. 7 dated August 21, 2012.

Butler Area School District dated as of November 15, 2000, as amended by Confirmation No. 2 dated December 17, 2001, Confirmation Agreement No. 3 dated January 1, 2005, Confirmation Agreement No. 4 dated December 17, 2010, Confirmation Agreement No. 5 dated December 13, 2011 and Confirmation Agreement No. 6 dated November 13, 2012.

Butler Area Vocational Technical School dated as of March 1, 2011, as amended by Confirmation Agreement No. 2 dated February 2, 2012.

Butler Color Press dated as of January 1, 2011, as amended by Confirmation Agreement No. 2 dated October 24, 2011 and Confirmation Agreement No. 3 dated November 12, 2012.

Butler County Community College dated as of September 1, 2012.

County of Butler dated as of January 1, 2011, as amended by Confirmation Agreement No. 2 dated November 8, 2011, and Confirmation Agreement No. 3 dated August 15, 2012.

Curtiss-Wright Electro-Mechanical Corporation dated as of January 1, 2012 and amended by Confirmation Agreement No. 2 dated November 19, 2012.

DU-CO Ceramics Company dated as of May 24, 2004, as amended by Confirmation Agreement No. 2 dated June 1, 2006, Confirmation Agreement No. 3 dated May 18, 2007, Confirmation Agreement No. 4 dated September 5, 2008, Letter Agreement dated March 27, 2009, Confirmation Agreement No. 5 dated March 26, 2009, Confirmation Agreement No. 6 dated September 3, 2010, Confirmation Agreement No. 7 dated October 4, 2011 and Confirmation Agreement No. 8 dated August 3, 2012.

DVA VA Medical Center dated as of November 1, 2009, as amended by Confirmation Agreement No. 2 dated November 30, 2011 and Confirmation Agreement No. 3 dated November 30, 2011.

Dynamic Ceramics dated as of January 1, 2003, as amended by Confirmation Agreement No. 2 dated December 13, 2004, Confirmation Agreement No. 3 dated December 4, 2006, Confirmation Agreement No. 4 dated December 30, 2008, Confirmation Agreement No. 5 dated October 14, 2009, Confirmation Agreement No. 6 dated November 8, 2010, Confirmation Agreement No. 7 dated December 31, 2011, and Confirmation Agreement No. 8 dated December 4, 2012.

Eagle Printing Company dated as of January 1, 2011, as amended by Confirmation Agreement No. 2 dated October 26, 2011 and Confirmation Agreement No. 3 dated November 12, 2012.

Freeport Area School District dated as of January 1, 2012.

Freeport Terminals, Inc. dated as of January 1, 2003, as amended by Confirmation Agreement No. 2 dated January 7, 2003, Confirmation Agreement No. 3 dated December 15, 2004, Confirmation Agreement No. 4 December 4, 2006, Confirmation Agreement No. 5 dated November 27, 2007, Confirmation Agreement No. 6 dated October 14, 2008, Confirmation Agreement No. 7 dated October 12, 2009, Confirmation Agreement No. 8 dated November 19, 2010, Confirmation Agreement No. 9 dated December 16, 2011, and Confirmation Agreement No. 10 dated November 30, 2012.

Giant Eagle Inc. dated as of December 5, 2011, as amended by Confirmation Agreement No. 2 dated May 22, 2012.

Harsco Minerals dated as of December 1, 2008, as amended by Confirmation Agreement No. 2 dated November 18, 2009, Confirmation Agreement No. 3 dated October 28, 2010, Confirmation Agreement No. 4 dated November 22, 2011, and Confirmation Agreement No. 5 dated November 30, 2012.

Indiana County Transit Authority dated as of September 1, 2007, as amended by Confirmation Agreement No. 2 dated July 31, 2009, Confirmation Agreement No. 3 dated May 13, 2010, and Confirmation Agreement No. 5 dated June 15, 2012 (sequential error)

Innovative Entrepreneurs dated as of June 1, 2012.

James Austin Company dated as of September 1, 2002, as amended by Confirmation Agreement No. 2 dated January 1, 2005, Confirmation Agreement No. 3 dated January 1, 2007, Confirmation Agreement No. 4 dated January 1, 2009, Confirmation Agreement No. 5 dated January 1, 2011, Confirmation Agreement No. 6 dated December 16, 2011 and Confirmation Agreement No.7 dated November 8, 2012.

JSP International LLC dated as of November 1, 2011, as amended by Confirmation Agreement No. 2 dated September 1, 2012.

The Kiski School dated as of August 1, 2007, as amended by Confirmation Agreement No. 2 dated January 30, 2009, Confirmation Agreement No. 3 dated August 3, 2011, Confirmation Agreement No. 4 dated October 27, 2011 and Confirmation Agreement No. 5 dated April 30, 2012.

The Lane Construction Corporation dated as of May 1, 2008.

Mars Area School District dated as of February 1, 2012.

North Allegheny School District dated as of December 13, 2000, as amended by Confirmation Agreement No. 2 dated January 1, 2006, Confirmation Agreement No. 3 dated January 1, 2007, Confirmation Agreement No. 4 dated January 1, 2008, Confirmation Agreement No. 5 dated January 1, 2009, Confirmation Agreement No. 6 dated January 1, 2010, Confirmation Agreement No. 7 and Confirmation Agreement No 8 dated December 16, 2011.

North American Steel and Wire, Inc. dated as of March 1, 2011, as amended by Confirmation Agreement

No. 2 dated February 8, 2012.

Penn Mag, Inc. dated as of January 1, 2003, as amended by Confirmation Agreement No. 2 dated December 15, 2004, Confirmation Agreement No. 3 dated December 8, 2006, Confirmation Agreement No. 4 dated December 4, 2009, Confirmation Agreement No. 5 dated December 22, 2010 and Confirmation Agreement No. 7 dated November 14, 2012. (sequential error)

Penn United Technology, Inc. dated as of January 1, 2005, as amended by Confirmation Agreement No. 2 dated December 29, 2005, Confirmation Agreement No. 3 dated December 29, 2006, Confirmation Agreement No. 4 dated December 31, 2008, Confirmation Agreement No. 5 dated December 15, 2009, Confirmation Agreement No. 6 dated December 22, 2010, Confirmation Agreement No. 7 dated December 16, 2011 and Confirmation Agreement No. 8 dated November 15, 2012.

Punxsutawney Area Hospital dated as of January 1, 2003, as amended by Confirmation Agreement No. 2 dated January 1, 2004, Confirmation Agreement No. 3 dated October 25, 2004, Confirmation Agreement No. 4 dated October 25, 2005, Confirmation Agreement No. 5 dated November 15, 2006, Confirmation Agreement No. 6 dated November 29, 2007, Confirmation Agreement No. 7 dated December 5, 2008, Confirmation Agreement No. 8 dated December 2, 2009, Confirmation Agreement No. 9 dated November 23, 2010, Confirmation Agreement No. 10 dated November 18, 2011 and Confirmation Agreement No. 12 dated November 26, 2012. (sequential error)

Punxsutawney Area School District dated as of September 1, 2012.

Punxsutawney Tile and Glass, Inc. dated as of December 12, 2003, as amended by Confirmation Agreement No. 2 dated June 17, 2004, Confirmation Agreement No. 3 dated December 20, 2004, Confirmation Agreement No. 4 dated June 28, 2005, Confirmation Agreement No. 5 dated February 16, 2006, Confirmation Agreement No. 6 dated May 31, 2006, Confirmation Agreement No. 7 dated November 6, 2006, Confirmation Agreement No. 8 dated April 2, 2007, Confirmation Agreement No. 9 dated November 13, 2007, Confirmation Agreement No. 10 dated October 28, 2008, Confirmation Agreement No. 11 dated October 1, 2009, Confirmation Agreement No. 12 dated October 28, 2010, Confirmation Agreement No. 13 dated October 24, 2011 and Confirmation Agreement No. 14 dated October 30, 2012.

Saint Andrew's Village dated as of March 22, 2012 with Confirmation Agreement No. 1 dated March 22, 2012.

Saint John Lutheran Care Center dated as of December 12, 2002, as amended by Confirmation Agreement No. 2 dated January 1, 2004, Confirmation Agreement No. 3 dated December 21, 2004, Confirmation Agreement No. 4 dated December 20, 2005, Confirmation Agreement No. 5 dated December 14, 2006, Confirmation Agreement No. 6 dated December 21, 2007, Confirmation Agreement No. 7 dated October 17, 2008, Confirmation Agreement No. 8 dated October 5, 2009, Confirmation Agreement No. 9 dated December 17, 2010 and Confirmation Agreement No. 10 dated December 31, 2011.

Schreiber Industrial Development Co. dated as of October 6, 2004, as amended by Confirmation Agreement No. 2 dated December 8, 2006, Confirmation Agreement No. 3 dated December 5, 2007 and Confirmation Agreement No. 4 dated December 30, 2008, Confirmation Agreement No. 5 dated

November 19, 2009, Confirmation Agreement No. 6 dated December 29, 2010, Confirmation Agreement No. 7 dated December 16, 2011 and Confirmation Agreement No. 8 dated November 19, 2012.

Sharp Paving, Inc. dated as of March 1, 2005, as amended by Confirmation Agreement No. 2 dated March 6, 2009 and Confirmation Agreement No. 3 dated March 14, 2012.

Tresco Paving Corporation dated as of April 1, 2009 as amended by Confirmation Agreement No. 2 dated March 11, 2010.

Valley Lines Inc. dated as of July 1, 2012.

Watson Standard Company and Watson Standard Adhesives dated as of June 1, 2005, as amended by Confirmation Agreement No. 2 dated November 10, 2008 and Confirmation Agreement No. 3 dated August 20, 2010.

BASE CONTRACT FOR THE SALE AND PURCHASE OF NATURAL GAS BY AND BETWEEN PA GAS MARKETING LLC AS SELLER AND THE FOLLOWING:

Equitable Gas Company, LLC dated as of October 1, 2009, and related Transaction Confirmation Nos. 1 through 43 (Exhibit A).

Schedule 3.11(a)

Liens and Encumbrances

None.

Schedule 3.11(b)

Real and Personal Property

The following table identifies the total number of Right-Of-Way agreements associated with each transmission pipeline.

Pipeline	# ROWs
TP-598	119
TP-1160	246
TP-8869	16
TP-8868	3
TP-8046	4
TP-7625	84
TP-371	289
TP-7911	7
TP-7600	310
TP-7575	197
TP-4555	252
TP-7572	3
TP-7676	155
TP-7215	83
TP-301	82

The following table lists the total active storage acreage, and percent leased verse not leased, as of March 27, 2012.

**PEOPLES STORAGE LEASED/NON-LEASED
PROPERTY SUMMARY (ESTIMATED)**

STORAGE FIELD	STORAGE ACRES LEASED	STORAGE ACRES NOT LEASED		TOTAL POOL	PERCENT LEASED	PERCENT NOT LEASED
		ACTIVE AREA	BUFFER			
Gamble- Hayden (a)	1,635	501	1,837	3,973	41.15%	58.85%
Rager Mountain	8,907	10	643	9,560	93.17%	6.83%
Truittsburg	2,484	50	630	3,164	78.51%	21.49%
Webster	1,757	0	277	2,034	86.38%	13.62%
GRAND TOTAL	14,783	561	3,387	18,731	78.92%	21.08%

Rights of Way for Storage Lines

Gamble-Hayden	# ROWs
SP 4645	1
SP 4698	2
SP 4702	1
SP 6930	12
SP 7024	3
SP 7071	3
SP 7072	1
Webster	
SP 3275	72
SP 3315	2
SP 3352	20
SP 6811	2
SP 6812	1
Truittsburg	
SP 7113	1
SP 7114	1
SP 7121	14
SP 7122	2
SP 7123	1
SP 7129	2
SP 7136	1

	SP 7152	0
	SP 7153	0
	SP 7154	1
	SP 7156	1
	SP 7829	0
	SP 8900	0
Rager		
	SP 7912	2
	SP 7913	2
	SP 7914	6
	SP 7915	2
	SP 7916	1
	SP 8045	1
	SP 8862	1
	SP 8863	0
	SP 8972	0
	SP 8973	0
	SP 8974	0

NOTE: Pipelines with 0 are covered under the storage lease

The following chart shows the inventory quantities at the PNG Storage Facilities, as of November 30, 2012⁽¹⁾.

<u>Storage Facility</u>	<u>Native Gas</u> ⁽²⁾	<u>Injected Base Gas</u>	<u>Total Native plus Base Gas</u>	<u>Total Working Gas</u>	<u>Total Facility Inventories</u>	<u>Working Gas</u>	
						<u>PNG Mountain Storage</u>	<u>Net</u> ⁽³⁾ <u>PNG Inventory</u>
Gamble Hayden	517,946	1,260,720	1,778,666	893,183	2,671,849	-	893,183
Webster	8,825	630,360	639,185	282,694	921,879	-	282,694
Truittsburg Rager	19,436	1,575,900	1,595,336	1,602,072	3,197,408	-	1,602,072
Mountain	9,469,014	-	9,469,014	9,056,124	18,525,137	2,060,000	6,996,124
Total	10,015,220	3,466,980	13,482,200	11,834,073	25,316,273	2,060,000	9,774,073

⁽¹⁾ All volumes converted to Dekatherms using 1.030

⁽²⁾ Estimated based on initial engineering reservoir studies.

⁽³⁾ Total includes 3rd Party Pool Operator inventories not specifically assigned to individual storage facilities.

Schedule 3.11(d)

Planned Extensions

None.

Schedule 3.12

Insurance

LDC Funding, LLC Insurance Program
September 30, 2012 to September 30, 2013

<u>Type</u>	<u>Company</u>	<u>Policy No.</u>	<u>Limits</u>	<u>Coverages</u>	<u>Deductible</u>
Property	AEGIS	1.6079A1A12	\$150,000,000	All Risk - Per Occurrence	\$100,000
					except \$250,000 as respects Gas in Storage at Rager Mountain
			Property Sub-limits		
			\$100,000,000	Earthquake Shock Aggregate	Excluding California
			\$100,000,000	Flood Excluding FEMA Flood Zones A&V and corresponding sub-zones; except	
			\$15,000,000	Flood in FEMA Flood Zones A&V and corresponding sub-zones	2.5% TIV in Zone A; \$250,000 min and \$1,000,000 max
			\$100,000	Pollution Cleanup	
			\$2,000,000	Accounts Receivable	
			30 days/5 statute miles	Civil/Military Authority	
			\$15,000,000	Course of Construction	
			\$5,000,000 or 25% of the amount of the direct physical loss (including deductibles), whichever is greater	Debris Removal	
			\$10,000,000	Demolition & Increased Cost of Construction	
			\$2,500,000	Electronic Data Processing - Media	
			\$2,500,000	Errors or Omissions	
			\$5,000,000	Extra Expense	15 Days
			\$5,000,000	Expediting Expense	
			\$500,000	Fire Fighting Expense	
			30 days/5 statute miles	Ingress / Egress	
			\$15,000,000	Newly Acquired Property (Excludes High Hazard I:Q and Flood Zone A)	
			\$1,000,000	Professional Fees and Claim Cost	
			\$5,000,000	Distribution Pipelines	
			\$2,500,000	Leasehold Interest	
			\$5,000,000	Relighting Expense	
			\$2,500,000	Rental Value	
			\$3,500,000	River Crossings	

LDC Funding, L.L.C Insurance Program
September 30, 2012 to September 30, 2013

Type	Company	Policy No.	Limits	Coverages	Deductible
			\$5,000,000	Service Interruption	48 Hours
			\$5,000,000	Transit - Per Conveyance	
			\$1,000,000	Valuable Papers & Records	
			\$2,500,000	Off Premises Power	
			\$1,000,000	Field (Mobile) Equipment	\$25,000
			\$5,000,000	Unnamed Locations (Excludes High Hazard EQ and Flood Zone A)	
Commercial General Liability	Zurich American Insurance Company	GLO 9312824-01	\$1,500,000	General Aggregate Limit	Self-Insured Retention
			\$1,500,000	Products/Comp. Ops. Agg.	\$500,000
			\$500,000	Personal & Adv. Injury	
			\$500,000	Each Occurrence Limit	
			\$500,000	Fire Damage Limit	
			\$10,000	Medical Expense	
			\$1,000,000	Employee Benefits Each Employee	\$500,000
			\$1,000,000	Employee Benefits Aggregate	Retro Date: 02/01/2010
Auto Liability	Zurich American Insurance Company	BAP 9312825-01	\$1,000,000	Liability	\$500,000
			Statutory	Personal Injury Protection	
			\$35,000	Uninsured/Underinsured Motorist	
			ACV	Comprehensive	\$2,500
			ACV	Collision	\$2,500
			ACV	Comprehensive - Hired	\$100
			ACV	Collision - Hired	\$1,000
Workers Compensation & Employer's Liability	American Zurich Insurance Company	WC 9312826-02	Statutory	Workers Compensation	\$500,000
			\$1,000,000	Each Accident	
			\$1,000,000	Each Employee, Disease	
			\$1,000,000	Policy Limit, Disease	
Excess Liability	AEGIS	XL5169401P	\$35,000,000	Each Occurrence Limit*	Retro Date: 4/30/1986
			\$70,000,000	General Aggregate Limit	
			\$35,000,000	Products/Comp. Ops. Agg.*	
			\$35,000,000	Failure to Supply Liability Agg.*	
			\$35,000,000	Pollution Liability Aggregate	
			\$35,000,000	Medical Malpractice Injury*	
			\$35,000,000	Wild Fire Liability Aggregate*	

LDC Funding, LLC Insurance Program
September 30, 2012 to September 30, 2013

<u>Type</u>	<u>Company</u>	<u>Policy No.</u>	<u>Limits</u>	<u>Coverages</u>	<u>Deductible</u>
				*Subject to \$70MM General Aggregate	
				Self-Insured Retentions	SIR, any one Occurrence
				General Liability	\$1,000,000
				Pollution Liability	\$1,000,000
				Care, Custody and Control	\$1,000,000
				Emergency Assistance Agreement	\$1,000,000
				Standards Board Activity	\$1,000,000
				Community Service Activity	\$1,000,000
				Employer's Liability	\$1,000,000
				Automobile Liability	\$1,000,000
				Non-Owned Aircraft	\$10,000,000
Excess Liability	Energy Insurance Mutual Limited	252277-12GL	\$100,000,000	Each Occurrence Limit	Retro Date:
			\$100,000,000	Annual Aggregate for all Occurrences	6/1/1986 for first \$65MM 4/30/1986 for \$35MM xs \$65MM
Excess Liability	XL Insurance Company Ltd.	HE00014666L112A	\$35,000,000	Per Occurrence Limit	Retro Date: 4/30/1986
			\$35,000,000	Annual Aggregate for all Occurrences	

This schedule of insurance is intended for reference only and neither affirmatively nor negatively amends, extends or alters the coverage afforded by any policy described herein.

Schedule 3.13

Compliance with Environmental Laws

None.

Schedule 3.14

Intellectual Property

No material Intellectual Property.

Schedule 3.15

Transactions with Affiliates

The Assets are subject to the following agreements, contracts or arrangements between Peoples or Rager Mountain, on the one hand, and any of their affiliates on the other hand:

Lease Agreement dated November 1, 2011, between Peoples Natural Gas Company LLC and Rager Mountain Storage Company LLC.

Service Agreement dated May 23, 2012, between Rager Mountain Storage Company LLC and Peoples Service Company LLC.

Schedule 3.18

Imbalances

The following is a list of PNG pipeline imbalances, as of November 30, 2012:

<u>Pipeline</u>	<u>Contract</u>	<u>Meter</u>	<u>Dths Due Mercedes/ (Pipeline)</u>
Texas Eastern Transmission*	630042	79509	(28,792)
Dominion Transmission			
Rural Valley	EB435	Mid 519007	(1,074)
Truittsburg	EB440	Mid LN19	1,084

*This Contract covers all PNG Meters in TECO M3. PNG will retain imbalance once EQT gets new OBA in place for Rager Mountain meters.

Schedule 5.1(a)

Conduct of Business

None.

EQT DISCLOSURE SCHEDULE

Schedule 1.1(b)

Knowledge (EQT)

Persons with Knowledge:

1. Robert C. Williams
2. Randy Crawford
3. Phillip Elliott
4. Frederick Dalena

Schedule 11.13

Section 1031 Like-Kind Exchange

[TBD]

EXHIBIT A

Form of General Conveyance, Assignment and Bill of Sale

GENERAL CONVEYANCE, ASSIGNMENT AND BILL OF SALE

GENERAL CONVEYANCE, ASSIGNMENT AND BILL OF SALE (this "Conveyance"), dated as of [], 2013, entered into by and between Peoples Natural Gas Company LLC, a Pennsylvania limited liability company ("Assignor"), and EQT Corporation, a Pennsylvania corporation ("Assignee");

RECITALS

WHEREAS, Section 8.2(a)(i) of the Asset Exchange Agreement, dated as of December 19, 2012, between Assignor and Assignee (the "Agreement"), provides that at the Closing Assignor shall execute, acknowledge and deliver to Assignee, a general conveyance, assignment and bill of sale relating to the Assets; and

NOW THEREFORE, in consideration of the premises and intending to be legally bound, the parties hereto hereby covenant and agree as follows:

ARTICLE I DEFINITIONS

Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Agreement.

ARTICLE II CONVEYANCE OF ASSETS

2.1 Conveyance. Assignor by these presents does hereby SELL, TRANSFER, GRANT, CONVEY and ASSIGN, as of the Closing, the Assets unto Assignee, subject to the terms and provisions of the Agreement; TO HAVE AND TO HOLD the Assets, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Assignee, its successors, assigns and legal representatives, forever.

2.2 Special Warranty of Title. THIS CONVEYANCE IS MADE WITHOUT WARRANTY OF TITLE, EITHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, EXCEPT THAT ASSIGNOR HEREBY AGREES TO WARRANT AND DEFEND TITLE TO THE ASSETS UNTO ASSIGNEE AGAINST EVERY PERSON WHOMSOEVER LAWFULLY CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF, BY, THROUGH OR UNDER ASSIGNOR, BUT NOT OTHERWISE; SUBJECT, HOWEVER, TO ALL PERMITTED LIENS. THIS CONVEYANCE IS MADE WITH FULL SUBSTITUTION AND SUBROGATION TO ASSIGNEE, AND ALL PERSONS CLAIMING BY, THROUGH AND UNDER ASSIGNEE, IN AND TO ALL COVENANTS AND WARRANTIES BY OTHERS HERETOFORE GIVEN OR MADE TO ASSIGNOR OR ASSIGNOR'S PREDECESSORS IN TITLE WITH RESPECT TO THE ASSETS.

2.3 No Other Warranties. EXCEPT AS SPECIFICALLY SET FORTH IN THE AGREEMENT, ASSIGNOR MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO THE DESIGN, CONSTRUCTION, MERCHANTABILITY OR FITNESS FOR USE OR PURPOSE OF ANY OF THE ASSETS GRANTED, BARGAINED, SOLD, CONVEYED,

ASSIGNED, TRANSFERRED, SET OVER AND DELIVERED HEREBY. EXCEPT AS SPECIFICALLY SET FORTH IN THE AGREEMENT AND AS PROVIDED IN SECTION 2.2 ABOVE, THE ASSETS ARE GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER AND DELIVERED "AS IS" AND "WHERE IS" AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

ARTICLE III MISCELLANEOUS

3.1 Further Assurances. Without limiting the provisions of Article II above, Assignor from time to time hereafter and without further consideration, upon request of Assignee or its successor or assigns, covenants and agrees to execute and deliver to Assignee all such other and *additional instruments and other documents, and to take all other actions, as may be reasonably necessary to more fully assure to Assignee or Assignee's successors or assigns, all of the Assets herein and hereby granted or intended so to be and the performance of all obligations of Assignor herein, including, without limitation, executing separate assignments of individual permits, licenses, contracts, deeds, leases, easements, rights of way or interests therein, which are included in the Assets and which are reasonably necessary or desirable to facilitate the recognition of Assignee's ownership of the Assets by all third parties and applicable governmental agencies and authorities. Such separate assignments (i) shall evidence the conveyance and assignment of the applicable Assets herein made and shall not constitute an additional conveyance or assignment of the Assets, (ii) are not intended to modify, and shall not modify, any of the terms, covenants and conditions herein set forth, and (iii) shall be deemed to contain all of the terms and provisions hereof; as fully and to all intents and purposes as though the same were set forth at length in the separate assignments.*

3.2 No Lien or Right of Rescission. Without limiting any right to monetary damages or specific performance, Assignor expressly waives and releases any vendor's Lien, superior title or right of rescission which might inure to its benefit with respect to the Assets in connection with this Conveyance or the Agreement.

3.3 Scope of Conveyance. This Conveyance is expressly subject to the Agreement.

3.4 Applicable Law. The choice of law provisions contained in Section 11.10 of the Agreement shall be applicable to this Conveyance and are incorporated herein for such purpose.

3.5 Successors and Assigns. All of the provisions hereof shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

3.6 Headings, Recitals and Schedules. The headings of articles, sections and other subdivisions of this Conveyance have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions hereof or affect in any way the meaning or interpretation of this Conveyance. *With the exception of headings, all statements and recitals herein are contractual.*

3.7 Negotiated Transaction. All provisions of this Conveyance were negotiated by the parties hereto and this Conveyance shall be deemed to have been drafted by each of the parties hereto.

3.8 Counterparts. This Conveyance is being executed in several original counterparts. Each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one and the same instrument. Execution of this Conveyance by an electronic form of signature that is an exact copy of the original signature shall be deemed to be, and shall have the same effect as, execution by original signature, and an electronic form counterpart of this Conveyance signed by all parties hereto shall be sufficient to bind all such parties.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Conveyance to be executed as of the date hereof, to be effective as of the date hereof.

ASSIGNOR:

PEOPLES NATURAL GAS COMPANY LLC

By: _____
Name: _____
Title: _____

ASSIGNEE:

EQT CORPORATION

By: _____
Name: _____
Title: _____

STATE OF PENNSYLVANIA

COUNTY OF ALLEGHENY

The foregoing instrument was acknowledged before me this [] day of [], 20[] by _____ of Peoples Natural Gas Company LLC, a Pennsylvania limited liability company, on behalf of such limited liability company.

Signature of Person Taking Acknowledgment
Title _____

STATE OF PENNSYLVANIA

COUNTY OF ALLEGHENY

The foregoing instrument was acknowledged before me this [] day of [], 20[] by _____ of EQT Corporation, a Pennsylvania corporation, on behalf of such corporation.

Signature of Person Taking Acknowledgment
Title _____

ASSIGNOR'S ADDRESS & TELEPHONE
NUMBER:

Peoples Natural Gas Company LLC
375 North Shore Drive, Suite 600
Pittsburgh, PA 15212
Attention: Morgan K. O'Brien
Fax: (412) 208-6575

ASSIGNEE'S ADDRESS &
TELEPHONE NUMBER:

EQT Corporation
625 Liberty Avenue
Pittsburgh, Pennsylvania 15222
Attention: General Counsel
Fax: (412) 553-5970

THIS INSTRUMENT PREPARED BY:

[Name]
Counsel
[Address]
[Address]
[Phone]

EXHIBIT B

Form of Assignment Agreement

ASSIGNMENT AGREEMENT

ASSIGNMENT AND ASSUMPTION OF MEMBERSHIP INTERESTS AGREEMENT (this “**Assignment**”), dated as of [____], 2013, entered into by and between PNG COMPANIES LLC, a Delaware limited liability company (“**Assignor**”), and EQT CORPORATION, a Pennsylvania corporation (“**Assignee**”). All capitalized terms used but not defined herein have the respective meanings set forth in the Exchange Agreement (defined below).

RECITALS

WHEREAS, Assignor is the sole member of Rager Mountain Storage Company LLC, a Delaware limited liability company (the “**Company**”); and

WHEREAS, Section 8.2(a)(ii) of the Asset Exchange Agreement, dated as of December 19, 2012, between Assignor and Assignee (the “**Exchange Agreement**”), provides that at the Closing, Assignor shall execute, acknowledge and deliver to Assignee, an assignment agreement relating to the Membership Interests (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment of Membership Interests. Assignor does hereby grant, sell, assign, transfer and convey to Assignee 100% of the authorized, issued and outstanding membership interests of the Company (the “**Membership Interests**”), and Assignee hereby accepts such assignment.

2. Exchange Agreement. This Assignment is subject to, in all respects, the terms and conditions of the Exchange Agreement, and nothing contained herein is meant to enlarge, diminish or otherwise alter the terms and conditions of the Exchange Agreement or the parties’ duties and obligations contained therein. To the extent there is a conflict between this Assignment and the Exchange Agreement, the terms of the Exchange Agreement will control.

3. Assumption of Obligations and Indemnification. Assignee hereby assumes and undertakes to perform and discharge, and to indemnify and hold harmless Assignor from and against, any and all of the obligations accruing on and after the date hereof that are attributable to the Membership Interests.

4. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

5. Governing Law. This Assignment and the transactions contemplated hereby will be governed by and interpreted in accordance with the laws of the State of Delaware, without regard to principles of conflicts of laws.

6. Further Assurances. The parties hereto agree to execute all instruments and to take all actions that are reasonably necessary to effect the transactions contemplated hereby.

7. Counterparts. This Assignment may be signed in any number of counterparts, each of which will be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

[signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed this instrument effective as of the date first written above.

ASSIGNOR:

PNG COMPANIES LLC
a Delaware limited liability company

By: _____
Name: _____
Title: _____

ASSIGNEE:

EQT CORPORATION
a Pennsylvania corporation

By: _____
Name: _____
Title: _____

EXHIBIT C-1
ASSETS

Gamble Hayden Storage Facilities

Assets associated with the storage facilities identified below: pipelines, valves, fittings, regulation, well heads, real property interests (including fee simple interests, leases, rights of way and easements), and associated facility records

Native Gas - estimated at 502,860 mcf

Base Gas – 1,224,000 mcf

3,998 total acres (active zone and buffer)

Well Name	Well Number	Well Status
OPGamble	3290	I/W
K. Hayden 1	3312	I/W
K. Hayden 2	3328	I/W
MP Irwin	3353	Observation
Marconyak	3354	I/W
Wood	3399	Observation
MP Irwin 2	3738	I/W
Jarvis	3739	I/W
J. W. Scott 1	3870	Observation
J. W. Scott 2	3871	I/W

FUNC	PIPELINE NUM	MATERIAL	SYSTEM NUM	STORAGE POOL	MAOP	PIPE LENGTH (FEET)	PIPE LENGTH (MILES)
SP	4645	STEEL	6005	GAMBLE HAYDEN	1000	258	0.0
SP	4698	STEEL	6005	GAMBLE HAYDEN	1000	2,284	0.4
SP	4702	STEEL	6005	GAMBLE HAYDEN	1000	116	0.0
SP	6930	STEEL	6005	GAMBLE HAYDEN	1000	10,824	2.1
SP	7024	STEEL	6005	GAMBLE HAYDEN	1000	844	0.2
SP	7071	STEEL	6005	GAMBLE HAYDEN	1000	3,572	0.7
SP	7072	STEEL	6005	GAMBLE HAYDEN	1000	68	0.0

Webster Storage Facilities

Assets associated with the storage facilities identified below: pipelines, valves, fittings, regulation, well heads, real property interests (including fee simple interests, leases, rights of way and easements), and associated facility records

Native Gas - estimated at 8,568 mcf

Base Gas – 612,000 mcf

2,084 total acres (active zone and buffer)

<u>Well Name</u>	<u>Well Number</u>	<u>Well Status</u>
John M Stacy	1933	I/W
John Flanagan	1956	I/W
Guy Patterson 1	4018	I/W
Charles Patterson	4075	I/W
Guy Patterson 2	4077	I/W

<u>FUNC</u>	<u>PIPELINE NUM</u>	<u>MATERIAL</u>	<u>SYSTEM NUM</u>	<u>STORAGE POOL</u>	<u>MAOP</u>	<u>PIPE LENGTH (FEET)</u>	<u>PIPE LENGTH (MILES)</u>
SP	3275	STEEL	6006	WEBSTER	660	22,579	4.3
SP	3315	STEEL	6006	WEBSTER	660	382	0.1
SP	3352	STEEL	6006	WEBSTER	660	1,900	0.4
SP	6811	STEEL	6006	WEBSTER	660	375	0.1
SP	6812	STEEL	6006	WEBSTER	660	1,457	0.3

Truittsburg Storage Facilities

Assets associated with the storage facilities identified below: pipelines, valves, fittings, regulation, pig launchers/receivers, well heads, real property interests (including fee simple interests, leases, rights of way and easements), and associated facility records

Native Gas - estimated at 18,870 mcf
 Base Gas – 1,530,000 mcf

3,164 total acres (active zone and buffer)

Well Name	Well Number	Well Status
H B Truitt 1	2080	OBS
H B Truitt 2	2129	OBS
Thomas R Brown	3876	I/W
James U Baynham 3	3881	I/W
James U Baynham 4	3882	I/W
James U Baynham 6	3883	I/W
L M Klepfer	3889	OBS
James U Baynham 2	3893	I/W
Floyd E Truitt	3905	I/W
Floyd E Truitt 2	3907	I/W
Floyd E Truitt 3	3908	I/W
Peoples Natural Gas	3909	OBS
Peoples Natural Gas 2	3910	I/W
Iva L Rhodes	3911	OBS
Frank Hilliard	3912	OBS
Peoples Natural Gas 3	3913	I/W
James E Gourley	4473	OBS
Peoples Natural Gas 5	4488	I/W

FUNC	PIPELINE NUM	MATERIAL	SYSTEM NUM	STORAGE POOL	MAOP	PIPE LENGTH (FEET)	PIPE LENGTH (MILES)
SP	7113	STEEL	6002	TRUITTSBURG	900	156	0.0
SP	7114	STEEL	6002	TRUITTSBURG	900	100	0.0
SP	7121	STEEL	6002	TRUITTSBURG	900	6,904	1.3
SP	7122	STEEL	6002	TRUITTSBURG	900	141	0.0
SP	7123	STEEL	6002	TRUITTSBURG	900	117	0.0
SP	7129	STEEL	6002	TRUITTSBURG	900	886	0.2
SP	7136	STEEL	6002	TRUITTSBURG	900	318	0.1
SP	7152	STEEL	6002	TRUITTSBURG	900	106	0.0
SP	7153	STEEL	6002	TRUITTSBURG	900	210	0.0
SP	7154	STEEL	6002	TRUITTSBURG	900	147	0.0
SP	7156	STEEL	6002	TRUITTSBURG	900	120	0.0
SP	7829	STEEL	6002	TRUITTSBURG	900	714	0.1
SP	8900	STEEL	6002	TRUITTSBURG	900	2,406	0.5

Rager Storage Facilities

Assets associated with the storage facilities identified below: pipelines, valves, fittings, regulation, pig launchers/receivers, well heads, real property interests (including fee simple interests, leases, rights of way and easements), and associated facility records

Native Gas - estimated at 9,193,217 mcf

Base Gas – 0 mcf

9,560 total acres (active zone and buffer)

Well Name	Well Number	Well Status
Reade 1	4469	I/W
Reade 2	4676	I/W
Reade 3	4845	I/W
Reade 4	5662	I/W
Reade 6	5674	I/W
Reade 7	5673	I/W
Bole	4639	I/W
Rod & Gun	4554	I/W
Rod & Gun #2	5675	I/W
PNG	5661	I/W
Miller	4500	OBS
Griffith	4538	OBS

FUNC	PIPELINE NUM	MATERIAL	SYSTEM NUM	STORAGE POOL	MAOP	PIPE LENGTH (FEET)	PIPE LENGTH (MILES)
SP	7912	STEEL	6001	RAGER MOUNTAIN	3200	3,556	0.7
SP	7913	STEEL	6001	RAGER MOUNTAIN	3200	4,091	0.8
SP	7914	STEEL	6001	RAGER MOUNTAIN	3200	3,789	0.7
SP	7915	STEEL	6001	RAGER MOUNTAIN	3200	574	0.1
SP	7916	STEEL	6001	RAGER MOUNTAIN	3200	245	0.0
SP	8045	STEEL	6001	RAGER MOUNTAIN	3200	1,596	0.3
SP	8862	STEEL	6001	RAGER MOUNTAIN	3200	349	0.1
SP	8863	STEEL	6001	RAGER MOUNTAIN	3200	127	0.0
SP	8972	STEEL	6001	RAGER MOUNTAIN	3200	320	0.1
SP	8973	STEEL	6001	RAGER MOUNTAIN	3200	1,810	0.3
SP	8974	STEEL	6001	RAGER MOUNTAIN	3200	2,089	0.4

Transmission Pipeline Facility

Assets associated with the pipelines identified below: mainline valves, fittings, pig launchers/receivers, real property interests (including fee simple interests, leases, rights of way and easements), and associated facility records

FUNC	PIPELINE NUM	MATERIAL	SYSTEM NUM	MAOP	SECTIONS	PIPE LENGTH (FEET)	PIPE LENGTH (MILES)
TP	598	STEEL	5130	401	ALL	90,988	17.2
TP	1160	STEEL	5130	401	ALL	34,324	6.5
TP	8869	STEEL	5160	1300	ALL	8,058	1.5
TP	8046	STEEL	5150	720	ALL	7,818	1.5
TP	8868	STEEL	5150	720	ALL	2,687	0.5
TP	7625	STEEL	5110	450	ALL	113,385	21.5
TP	371	STEEL	5130	401	ALL	187,748	35.6
TP	7911	STEEL	5150	720	ALL	16,908	3.2
TP	7600	STEEL	5090	650	ALL	83,339	15.8
TP	7575	STEEL	5030	389	ALL	193,895	36.7
TP	4555	STEEL	5130	401	ALL	100,543	19.0
TP	7572	STEEL	5090	650	ALL	2,609	0.5
TP	7676	STEEL	5130	401	ALL	73,528	13.9
TP	7215	STEEL	5100	640	ALL	48,876	9.3
TP	301	STEEL	5050	400	1-6	91,526	17.3
Total						1,056,233	200.0

Interstate Pipeline Interconnect Facilities

Assets associated with the pipelines identified below: mainline valves, fittings, real property interests (including fee simple interests, leases, rights of way and easements), and associated facility records

Interstate Pipeline Interconnects	Transmission Pipeline	Meters	Recorders	Valve	Chromatograph	Moisture Analyzer
DTI Truittsburg Interconnect	TP-7625	8" Turbine	Mercury	6"	Daniels	Chandler
DTI Rural Valley Interconnect	TP-7625		Modicon	20", 2-12"		
DTI Colvin Interconnect	TP-7525		Modicon	20"		
TE Rager Mountain Interconnect	TP-8046, TP-8869	Chk - Orifice	Modicon			

*DTI and TE provide signal handoff to PNG

Relay Compressor Facilities

Assets associated with the compressor station identified below: buildings, station pipeline, valves, regulators, flow controllers, automation equipment, and fittings. The components necessary to operate the engine/compressor units, all operating permits, real property interests (including fee simple interests, leases, rights of way and easements), and associated facility records.

	Laurel		W. Fairfield	
	Make/Model	HP	Make/Model	HP
Engines				
1	Superior - 8GTLB	1100	CAT3512-TA-130LE	1005
2	Superior - 8GTLB	1100		
3	CAT3516-TA-130LE	1340		
Compressors				
1	8GTLB		Ariel JGE/4-1	
2	8GTLB			
3	Ariel JGT/4-1			
Gas Coolers				
1	Air Exchange		Air Exchange	
2	Air Exchange			
3	Heat X			
Water Coolers				
1	Air Exchange		Heat X	
2	Air Exchange			
3	Heat X			
Dehydrators				
1				
2				
3				
Thermal Oxidizers				
1				
2				
Filter Separators				
1	JW Williams			
2	King Tool			
3				
4				
5				
6				
Scrubbers				
1	Peerless			
2				
Heaters				
1				
2				
3				

Storage Compressor Facilities

Assets associated with the compressor station identified below: buildings, station pipeline, valves, regulators, flow controllers, automation equipment, and fittings. The components necessary to operate the engine/compressor units, all operating permits, real property interests (including fee simple interests, leases, rights of way and easements), and associated facility records.

	Rager		Truittsburg		Wall	
	Make/Model	HP	Make/Model	HP	Make/Model	HP
Engines						
1	Clark TLA-6	2000	Clark HRA6	660	IR-XVG8	300
2	Clark TLA-6	2000	Clark HRA6*	660	IR-XVG8	300
3	Clark TLA-6	2000	Waukesha L5794**	1380		
Compressors						
1	Clark TLA-6		Clark HRA6		IR-XVG8	
2	Clark TLA-6		Clark HRA6*		IR-XVG8	
3	Clark TLA-6					
4	Truittsburg Field Compressor #3					
Gas Coolers						
1	Air Exchange		Cooling Products		Mitcho	
2	Air Exchange		Clark HRA6*		Air Exchange	
3	Air Exchange					
Water Coolers						
1	Heat X		Con-Rad		Mitcho	
2	Heat X				Air X Change	
3	Heat X					
Dehydrators						
1	NATCO					
2	NATCO					
3	QB Johnson*					
4	Truittsburg #3					
Thermal Oxidizers						
1	QTI					
2	QB Johnson*					
Filter Separators						
1	Burgess Manning		Perry*		PECO (Discharge)	
2	King Tool		PECO			
3	PECO		PECO Discharge**			
4	Peerless					
5	Burgess Manning*					
6	Burgess Manning*					
Scrubbers						
1	Peerless				Perry	
2	Burgess Manning*					
Heaters						
1	BS&B #1		BS&B			
2	BS&B #2					
3	NATCO*					

*Scheduled for retirement 2012

**Newly Installed - 2012 WIP to be commissioned March 2013

Information Technology Assets

Rager Mountain

Equipment	Make	Model	Quantity	Comments
Switch	Cisco	Cisco 3750X 48 Port PoE	1	Provide Lan Connectivity inside main building
Switch	Cisco	Cisco 2950 24 Port	1	Provides Lan connectivity inside old building
Wireless	cisco	LAP 1142 access Points	2	Provide Wireless connectivity inside main building
PC			1	Station Monitor
Printer	HP		1	Owned and not leased

Truittsburg

Equipment	Make	Model	Quantity	Comments
PBX	Avaya	Office Partner	1	Standalone PBX system that can be transferred
IP Phones	Avaya	Avaya 1408	5	Part of the PBX System
Router	Cisco	Cisco 2921	1	Router Dedicated to Truittsburg
Switch	Cisco	Cisco 3750 V2-24 Port PoE	1	Provide Lan Connectivity inside main building
UPS	APC	APC 2600	1	UPS for AC powered Equipment inside main building
Wireless	cisco	LAP 1142 access Points	1	Provide Wireless connectivity inside main building
PC			1	Station Monitor
Printer	HP	Officejet 8500	1	Owned and not leased

Wall

Equipment	Make	Model	Quantity	Comments
Microwave Tower	Generic	100FT	1	Tower is only used for station WAN and LAN.
Router	Cisco	Cisco 2921	1	Router Dedicated to Wall Station
Switch	Cisco	Cisco 3750 V2-24 Port PoE	1	Provide Lan Connectivity inside main building
Wireless	Cisco	LAP 1142 access Points	1	Provide Wireless connectivity inside main building
PC			1	Station Monitor
Printer	HP	LaserJet 2100	1	

All software and controls packages associated with compression facilities and equipment included in the Assets.

Other Assets

1. A perpetual, paid up lease to locate and maintain equipment on all microwave towers owned by PNG or its Affiliates.
2. All Contracts described in items 1, 4 and 5 on Schedule 3.9 to the Agreement.
3. All real and personal property listed on Schedule 3.11(b) to the Agreement.
4. All oil, gas, hydrocarbon and/or mineral leases, wells, units and other production rights of every nature (including production, storage and injection rights) owned, held or controlled by PNG or its Affiliates and associated with the Assets.
5. All Line Fill and Storage Gas contained in the Assets.
6. All issued and outstanding membership interests in Rager Mountain.

EXHIBIT C-2
EXCLUDED ASSETS

Midstream Retained Assets

Subject to the terms and provisions of the Agreement, PNG will retain all assets not included on Exhibit C-1, including the following:

Rager Mountain

Equipment	Make	Model	Quantity	Comments
IP Phones	Siemens	Openstage 15	10	Only works with Siemens PBX
Microwave Tower*	Generic	170FT	1	Tower is Part of PNG infrastructure with No replacement available for Data, Voice and Scada to Johnstown and Altoona
Microwave Building	N/A	N/A	1	Building Attached to the Microwave tower and house all Data and Microwave Equipment- Building Power is supplied from Station
Microwave	Alcatel	MDR8000	3	3 Microwave Units that supplies Wan Connectivity to Altoona, Greensburg and Indiana Repeater
Microwave	Adtran	Spread Spectrum	1	Microwave Link to Johnstown
Microwave	Motorola	Star Point	2	2 Hops of Analog Microwave Link to Vinco and Johnstown
Channel Bank	Loop	AM3440	1	Channel Bank Carries Scada and Telephone Lines to other PNG Sites
VHF Radio	Motorola	MTR-200	1	Base Station for PNG VHF Radio system. Cannot be used by other entity
MAS Radio	GE	MDS 9790	1	Used for Scada PNG Scada Points that is not part of the sale
DC Power System	C&D	24V	1	Provide DC Power to all Microwave equipment
Router	Cisco	Cisco 2921	1	Router used to route Traffic to Johnstown and Altoona
Switch	Cisco	Cisco 3750 V2-24 Port	1	Switch provides Lan Connectivity to all equipment inside Microwave Building
UPS	APC	APC 2600	1	UPS for AC powered Equipment inside microwave tower
PC	Dell		1	Mhealth Machine
PC	Dell		1	Kiosk Machine

*Subject to the microwave tower lease referred to in item 1 on page C-10.

At PNG's expense, power arrangements will be made to continue to supply power to the Microwave building from the station.

Land and access easements needed for the tower

Wall

Equipment	Make	Model	Quantity	Comments
Microwave	Alcatel	MDR8000	1	Microwave System Is PNG specific
Channel Bank	Loop	AM3440	1	Channel Bank is PNG standard and can be used in other sites
DC Power System	Sageon	48V	1	Provide DC Power to all Microwave equipment
PC	Dell		1	Mhealth Machine
PC	Dell		1	Kiosk Machine

Truittsburg

Equipment	Make	Model	Quantity	Comments
Microwave Tower	Generic	100FT	1	Tower and Land are 500 Ft outside of station
Microwave Building	N/A	N/A	1	Building Attached to the Microwave Equipment - Building Power is supplied from Station
Microwave	Adtran	Spread Spectrum	1	Microwave Link to Valley
Channel Bank	Loop	AM3440	1	Channel Bank Carries Scada and Telephone Lines to other PNG Sites
DC Power System	Sagecon	48V	1	Provide DC Power to all Microwave equipment
PC	Dell		1	Mhealth Machine
PC	Dell		1	Kiosk Machine

At PNG's expense, power arrangements will be made to continue to supply power to the Microwave building from the station.

Land and access easements needed for the tower

Redbank Compressor and associated dehydration facilities, coolers, filters, buildings, station pipeline, valves, regulators, flow controllers, automation equipment, fittings, land, easements, and utilities required for this facility.

All odorization equipment.

All pipelines and equipment beyond the tap into the transmission line or storage facility or line for any direct connect customers.

The following contracts, agreements and arrangements:

1. All obligations to construct, operate or supply Natural Gas through any retail distribution system or to any "free gas" or farm tap customers.
2. Contractual obligations associated with liabilities described in items 2 and 3 of Schedule 3.6.
3. The Contracts described in items 2, 3, 6, 7, 8, 9, 10, 11, 12 and 13 of Schedule 3.9.

EXHIBIT D-1

Form of Master Transmission Receipt Point Interconnect Agreement

Master Transmission Receipt Point Interconnect Agreement

THIS AGREEMENT is made and entered into as of this ____ day of _____, 201[], by and between Equitrans, LP, having its headquarters located at 625 Liberty Ave, Ste 1700, Pittsburgh, PA 15222 (hereinafter referred to as "Company"), and Peoples Natural Gas Company, LLC, the interconnecting party, with its headquarters located at 375 North Shore Drive, Suite 600, Pittsburgh, PA 15212 (hereinafter referred to as "Customer"). Company and Customer are also referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH

WHEREAS, Company transports natural gas through its pipeline facilities pursuant to its Gas Tariff; and,

WHEREAS, Customer and Company desire to enter into an agreement to establish ownership, operation and maintenance of several Receipt Point Interconnects on Company's interstate pipeline facilities.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and with the intent to be legally bound hereby, Company and Customer agree that, unless otherwise specifically noted, Company and Customer will perform the functions and assume the responsibilities as detailed and provided by this Agreement.

ARTICLE I DEFINITIONS

1.01 **Definitions.** For the purposes of this Agreement, the following terms, when capitalized herein, shall have the meanings set forth below:

- (a) "**Authorizations**" means any and all approvals, permits, licenses, franchises, or other authorizations required by any federal or state governmental authority which are necessary for the performance of a Party's obligations hereunder.
- (b) "**Btu**" means a British Thermal Unit.
- (c) "**Construction and Installation Fee**" means a fee charged to Customer for the actual time, labor, tools, materials, equipment and overhead expenses for the development, design and construction activities relative to completing the facilities contemplated by this Agreement.
- (d) "**Dekatherm**" shall mean one million (1,000,000) Btu's or one MMBtu.
- (e) "**Equitrans' Tariff**" means the FERC Gas Tariff, Original Volume No. 1, of Equitrans, L.P. as approved by the FERC.
- (f) "**FERC**" means the Federal Energy Regulatory Commission or any successor federal agency that regulates, or has the authority to regulate, the transportation of Gas in interstate commerce by pipeline.
- (g) "**Gas**" means a mixture of hydrocarbon and non hydrocarbon gases that satisfies the requirements set forth in the applicable Company Tariff.
- (h) "**Interconnect**" means the point(s) of interconnection between the Customer and the Company as set forth in the Appendices attached hereto as amended from time-to-time.
- (i) "**MMBtu**" shall mean one million (1,000,000) Btu's or one Dekatherm.
- (j) "**Receipt Point**" means the point of interconnection from the Customer to the Company as set forth in the Appendices attached hereto as amended from time to time.

ARTICLE II GENERAL REPRESENTATIONS AND WARRANTIES

2.01 **General Representations and Warranties.** Customer makes the following general representations and warranties:

- (a) Customer is duly organized, validly existing, and in good standing under the laws of the state in which it is organized and/or has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder;
- (b) Customer holds all necessary corporate authorizations and by the execution and delivery of this Agreement will not violate its Articles of Incorporation or any applicable laws or regulations;
- (c) There is no litigation, investigation, administrative proceeding or other action existing, pending, or threatened that would materially adversely affect the ability of Customer to fulfill its obligations under this Agreement; and
- (d) Customer's signatories possess authority to execute this Agreement such that a legal, valid, and binding obligation enforceable against Customer is created.

ARTICLE III
PURPOSE AND PROCEDURES FOR APPROVAL, INSTALLATION AND ACTIVATION OF FACILITIES

3.01 **Agreement**. This Agreement establishes the general terms and conditions under which Customer and Company will provide for the proper design, installation, operation, maintenance and cost responsibility of several Interconnects that receive Gas into Company's pipeline system. Neither Customer nor Company shall flow natural gas through a new Interconnect until such time as this Agreement is executed.

3.02 **Application**. Customer shall provide accurate information to Company in conjunction with any request for a proposed new Interconnect which shall include (i) the location of the proposed Interconnect, (ii) the proposed maximum allowable operating pressure of the Interconnect, (iii) the desired date for completion of the Interconnect, (iv) the Customer's estimated maximum, minimum and average amount of gas to be delivered through the Interconnect on a daily basis and (v) the Customer's estimated maximum, minimum and average delivery/receipt pressure through the Interconnect.

3.03 **Design**. Customer shall submit to Company complete design drawings for the proposed new Interconnect prior to construction of any facilities. Customer agrees to make those changes to such design and construction plans as Company, in its reasonable discretion, believes are necessary for the safe and reliable delivery of gas into Company's facilities. If the proposed Interconnect is approved, the Company shall respond in writing as to the acceptability of the detailed design by returning one set of drawings noted as "APPROVED". If the proposed Interconnect request is initially denied but could be approved with modifications to the design of the Interconnect Facilities, Company shall provide recommendations to Customer.

3.04 **Installation**. Scheduling of installation must be coordinated with the Company. No construction shall commence until Customer has satisfied all of its prerequisite obligations under this Agreement and Company has notified Customer, in writing, that construction may commence.

3.05 **Activation of Facilities**. Activation of the new Interconnect shall be contingent upon readiness of Company's gas control department as well as completion of installation as specified and agreed upon by and between Company and Customer.

3.06 **Appendices**. Customer and Company may utilize this Agreement as a vehicle for establishing additional Interconnects between the Company's pipeline system and Customer's facilities. The specifications for each additional Interconnect will be established in accordance with the appendices (hereinafter "Appendix" or "Appendices") of this Agreement.

3.07 **Appendices as Part of Agreement**. The entire agreement between the Parties shall include those provisions contained in this agreement and any effective Appendices (collectively "Agreement"). The Appendices attached hereto form an integrated part of this Agreement and are fully incorporated into and made a part of this Agreement. In the event of a conflict between the terms of any Appendix and the terms of this Agreement, the terms of the Appendix shall govern.

ARTICLE IV
INTERCONNECT FACILITIES

4.01 **Interconnect Facilities**. The Interconnects shall be comprised of equipment which includes (i) electronic gas measurement and communications equipment, (ii) gas quality monitoring equipment, (iii) gas measurement facilities, (iv) overpressure protection, (v) a corrosion coupon tap, (vi) certain interconnect piping facilities including a check valve and an insulated/welded tie-in connection and (vii) such other facilities as may be required by the Company (collectively "Interconnect Facilities") at the interconnection between Customer's and Company's facilities. The Interconnect Facilities shall be designed, installed, operated, maintained and owned by Company, Customer or Customer's designee as set forth in Appendix A. The minimum engineering and technical specifications for the Interconnect Facilities are further detailed in Appendix B. All costs associated with the Interconnect Facilities shall be the Customer's responsibility, unless waived by Company, and any such costs paid by Company shall be reimbursed by Customer through the Construction and Installation Fee.

4.02 **Debris and Obstructions**. Customer's facilities shall be cleared of all debris and obstructions before they are connected to Company's facilities.

4.03 **Maintenance and Identification**. Customer is responsible, and shall assume the initial costs, for landscaping, sign posting, painting, and final, post-construction cleanup at and around the Interconnect Facilities. A meter set identification sign shall be posted at each location. The sign shall, at a minimum, list the name of the Customer, the telephone number (including area code) where the Interconnect operator can be reached at all times, and the Customer's address. The letters must be at least one inch (1") high with one-quarter inch (1/4") stroke. The information must be written legibly on a background of sharply contrasting color.

4.04 **Pipeline Safety**. The Interconnect Facilities shall be installed, operated and maintained in accordance with 49 CFR Part 192. All piping, fittings, and materials associated with Interconnect Facilities shall be consistent with the requirements of 49 CFR Part 192 and industry standards.

4.05 **As-built Drawings**. Customer shall develop an "as-built" location drawing of the Interconnect Facilities. For Receipt Points the "as-built" drawing shall include all facilities from the inlet side of the gas measurement facilities to the tie-in with Company's pipeline facilities. These detailed drawings shall include centerline measurements, valve, regulator, meter identification, pipe size(s) and type(s), and telemetering details. For new interconnects Customer shall provide a copy of this drawing (AutoCAD format) to the Company for review and approval prior to activation of Interconnect Facilities.

4.06 **Telemetry.** The electronic gas measurement and communications equipment installed as part of the Interconnect Facilities shall include equipment for monitoring, recording, and transferring data deemed essential by Company. Customer shall acquire, install and pay for the on-going operating expenses for the electronic gas measurement and communications equipment to provide Company, at a minimum, real-time information related to pressure, temperature, gas flow and gas quality (i.e., chromatograph). Company shall specify the type of equipment to be provided by Customer.

ARTICLE V COMPANY'S FACILITIES

5.01 **Company's Facilities.** Company shall own, and Company or its designee shall design, install, operate and maintain, a tap and side valve connecting Company's facilities to the Interconnect Facilities as more specifically described in Appendix A. The Interconnect Facilities shall extend to within three feet (3') of the Company's line unless otherwise approved by Company.

ARTICLE VI INTERCONNECTION OPERATIONS

6.01 **Commencement of Operation.** Customer shall notify Company, in writing, when a new Interconnect is complete, tested and ready for activation. Unless otherwise indicated, receipts of Gas at the new Interconnect may commence as soon as all Authorizations have been granted, the necessary facilities have been constructed, the requisite documents have been submitted and Customer has satisfied the terms and conditions of this Agreement. Company shall be responsible for the coordination, installation, testing, and physical final tie-in to the Company's pipeline system. Company shall develop, coordinate, and oversee all operations associated with purging the meter set and piping into service. All such tie-in activities shall be the Company's responsibility, unless waived by Company, and any such costs paid by Company shall be reimbursed by Customer through the Construction and Installation Fee.

6.02 **Transportation Obligations.** Company will receive natural gas from Customer, or deliver natural gas to Customer, as the case may be, at the Interconnects in accordance with the applicable Company Tariff, as amended from time-to-time, provided that all shippers utilizing the Interconnect, including Customer, if applicable, have entered into valid transportation agreements with Company.

6.03 **Gas Control and Balancing.** In an effort to keep total deliveries in balance on a daily basis, all gas flowing through the Interconnect shall be received, as the case may be, pursuant to the balancing, operational and measurement provisions found in either an applicable Operational Balancing Agreement or the applicable Company Tariff, as modified from time-to-time. In the event there is no Operational Balancing Agreement in place then the Company's Tariff provisions will apply.

6.04 **Environmental Responsibility.** Each Party represents that no hazardous substance as that term is defined in the Federal Comprehensive Environmental Response Compensation Liability Act (CERCLA), petroleum or petroleum products, "asbestos material" as that term is defined in 40 CFR 61.41 (1987), polychlorinated biphenyls (PCBs), or "solid waste" as that term is defined in the Federal Resource Conservation Recovery Act (RCRA), will be leaked, spilled, deposited or otherwise released by either Party on the other Party's property. In the event that any of said above referenced materials are discovered on said property, each Party shall immediately notify the other Party of the discovery and existence of said materials. In the event of either Party's breach of the representations contained in this section, the full responsibility for the handling, remediation, treatment, storage or disposal of any such hazardous substance, petroleum or petroleum product, asbestos material, PCBs or solid waste discovered on said property, including the handling of such materials in compliance with all environmental laws including federal, state and local laws, rules and regulations, shall remain with such Party and such Party shall indemnify the other Party for any loss, injury, theft, damage to persons or property, or fines, penalties or compliance order issued by any governmental agency relating to pollution or protection of the environment including without limitation, laws and regulations relating to emissions, discharges, releases or threatened releases of chemicals, pollutants, contaminants, waste petroleum, toxic substances and hazardous substances occurring on said property. This section shall survive the termination of this Agreement.

6.05 **Maintenance Record keeping.** Company shall have the right to periodically inspect Customer's records and the Interconnect Facilities to verify that all operating and maintenance functions are being performed effectively. If Customer cannot provide adequate documentation or if Customer's operating and maintenance procedures are inadequate as determined by Company, Customer will have seventy-two (72) hours to produce proper documentation and/or revise inadequate procedures. If, after the seventy-two hour period, documentation is not provided and/or procedures are not modified, Company retains the right to take further action as it deems necessary including the right to shut-in the facility until adequate documentation/procedures have been verified and secured.

6.06 **Facility Improvements.** Company retains the unilateral right to change the operations of its facilities and/or upgrade its system. Such operational changes may require the adjustment and/or addition of equipment and facilities by the Customer in order to maintain delivery of gas volumes. The cost of any such adjustment and/or addition of equipment and facilities requirements will be borne entirely by the Customer.

6.07 **Shut In.** Company retains the unilateral right to immediately shut in or cause Customer to shut in any Interconnect which in the Company's sole judgment, threatens the integrity and safe operation of Company's system.

6.08 **Notice of Repairs.** The Company shall be notified of any and all repairs or changes to the Interconnect facilities. Customer shall advise Company in writing at least fifteen calendar (15) days before taking the Interconnect Facilities out of service for repairs for more than seven calendar (7) days. After Customer has completed all repairs, Customer shall

immediately reconnect the Interconnect Facilities to Company's pipeline system and resume service, subject to ten (10) days' advance notification to Company.

6.09 **Facilities Abandonment.** In the event Company should ever abandon, retire or cease to operate, in whole or in part, facilities used to transport Gas, Company may, in its sole discretion, and without further obligation, terminate this Agreement upon at least sixty (60) days' written notice to Customer.

ARTICLE VII TERM

7.01 **Term.** This Agreement shall become effective upon its execution by both Company and Customer and continue in full force and effect for a period of one (1) year ("Primary Term"). Unless terminated by either Party at least thirty (30) days prior to the end of the Primary Term or any subsequent renewal term, this Agreement shall continue on a month-to-month basis. The obligations of Customer to indemnify Company, and Company to indemnify Customer, pursuant hereto shall survive the termination or cancellation of this Agreement and the Appendices.

7.02 **Low Volume.** Company shall have the right to terminate this Agreement upon sixty (60) days advance written notice to Customer if Gas has not flowed for the previous period of twelve (12) consecutive months, or if Company or its designee has caused the Interconnect Facilities to be disconnected or removed.

7.03 **Disconnection.** In the event either Party desires to disconnect its facilities from the other, the initiating Party shall tender not less than sixty (60) days advance written notice to the other Party of such intent, and upon such disconnection of facilities, this Agreement shall terminate. The Parties agree that such disconnection shall not occur during the Primary Term, unless agreed to by both Parties or mandated by governmental action. Each Party shall be responsible for all costs of abandonment and/or removal of their respective facilities. Any disconnection shall be in accordance with the requirements of any regulatory agency having jurisdiction.

ARTICLE VIII BILLING AND PAYMENT

8.01 **Quantities Deemed Conclusive.** The Company's statement of the total quantity of Gas received by or delivered to Customer during any month shall be deemed conclusive unless Customer forwards an objection to Company in writing within sixty (60) days after the receipt of Company's statement.

8.02 **Separate Agreements For Gas Deliveries.** Customer agrees to execute all applicable gas delivery agreements (including meter site and compression agreements) with Company prior to delivering gas into Company's pipeline system.

8.03 **Withholding Payments.** In the event of any adverse claim to or against the proceeds of this Agreement or any Gas transported under this Agreement, or any part thereof, or against the proceeds of any other contract that Company has with Customer, by any person, Company may refuse to receive or deliver Gas under this Agreement, as the case may be, until the dispute is settled by agreement between Customer and such adverse claimant or by a final decree of a court of competent jurisdiction.

ARTICLE IX OPERATIONAL and MAINTAINENCE COSTS TO BE BORNE BY CUSTOMER

9.01 **Gas Quality and Monitoring Costs.** Customer shall be solely responsible for all costs and charges associated with monitoring, ensuring and maintaining the quality of Gas delivered to Company at its Receipt Points including, but not limited to, the costs of installing and maintaining compressors, regulators, dehydration units, filters, gas chromatography, odorizers, telemetry, liquid separators, on-line dew point testers, corrosion coupon taps, other gas quality testing costs and all costs associated with quality remediation. Company shall have access to facilities and all devices and shall have the right, but not the obligation, to operate such facilities and devices.

9.02 **Customer Facilities Costs.** Customer shall be solely responsible for all costs and charges associated with monitoring, ensuring and maintaining the safe and reliable operation of pipeline, measurement, compression, regulation, dehydration and any other appurtenant facilities, which are upstream of the Receipt Point. Company reserves the right to refuse receipts and/or deliveries through the Interconnect if Company, in its sole judgment, deems the operation of these facilities to be unacceptable.

ARTICLE X FAILURE TO PERFORM

10.01 **Suspension.** If Customer fails to comply with any of the covenants contained in this Agreement, Company may refuse to allow Gas to flow through the Interconnect until in Company's sole opinion, Customer is fully complying with all of the terms and conditions of this Agreement. Company, in its sole judgment, shall have the right to shut-in the Interconnect immediately if equipment is not operating properly, an overpressure condition exists, design limitations are exceeded, or safe operating conditions are compromised. Furthermore, Company has the right to keep the Interconnect shut-in until the Customer makes the necessary provisions to rectify the situation. If the abnormal conditions repeatedly arise, Company has the right to shut-in the Interconnect indefinitely, and/or terminate this Agreement.

If, in Company's judgment, the Customer has tampered with the measurement equipment so as to misrepresent the actual volume of gas delivered through the Interconnect, Company has the right to immediately shut-in the Interconnect. The Interconnect will remain shut-in until Company and Customer reach an agreement as to the most accurate volume of gas

delivered during the period in question. If Company determines that measurement equipment has been tampered with, Company has the right to shut-in the Interconnect indefinitely and terminate this Agreement. Customer shall reimburse Company for the costs relative to such damage and for any related costs which Company may incur, including payments made by Company to other affected customers in settlement of claims arising out of such service. To the extent any damages required to be paid hereunder are liquidated, the parties acknowledge that the damages are difficult or impossible to determine, otherwise obtaining an adequate remedy is inconvenient and the liquidated damages constitute a reasonable approximation of the harm or loss.

If litigation results from any dispute between Customer and Company, Company may pay any money withheld under this Agreement to a court of competent jurisdiction without any further liability, or may interplead all claimants, including Customer. Customer shall reimburse Company for all costs incurred associated with such litigation, including, but not limited to, attorneys' fees.

10.02 **Damages.** IN NO EVENT WILL EITHER PARTY BE RESPONSIBLE, EITHER UNDER THIS ARTICLE X OR UNDER ANY OTHER TERM OR PROVISION OF THIS AGREEMENT, FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.

10.03 **Indemnity.** Customer agrees to indemnify Company and save it harmless from all suits, actions, debts, accounts, damages, costs, losses, liabilities and expenses arising from or out of claims of title, personal injury or property damage from any or all persons to said Gas or other charges. Company agrees to indemnify Customer and save it harmless from all suits, actions, debts, accounts, damages, costs, losses, liabilities and expenses arising from or out of claims regarding payment, personal injury or property damage from any or all persons to said Gas or other charges.

ARTICLE XI **PRESSURE, GAS QUALITY AND HEATING VALUE FOR RECEIPT POINTS**

11.01 **Regulation.** Company may require regulation and shall require over-pressure protection at the Receipt Point(s) under this Agreement. Such regulation shall deliver pressures suitable to pressures in Company's pipeline system. Company shall specify and/or approve the type of regulators to be used and shall specify, pressure ranges, and operating settings. All cost associated with such equipment, including installation costs, shall be the Customer's responsibility and any such costs paid by Company shall be reimbursed by Customer through the Construction and Installation Fee.

11.02 **Compression.** Customer shall not use any mechanical means or accessory equipment to pump or compress Gas to aid its delivery into Company's pipeline system without the express written consent of Company. Customers utilizing compression upstream of the meter set shall meet, at a minimum, the following safety criteria:

Compressor units must have low-pressure shutdown controls on the suction of the compressors to preclude drawing air into the system. If the Customer desires to operate the suction system with less than a two (2) psig minimum inlet pressure, an oxygen sensor shall be installed on the inlet of the suction line so as to automatically shut down the system when oxygen is detected at levels which exceed those permitted by the applicable Company Tariff.

11.03 **Pressure in Company's System.** Company makes no representations concerning the pressure which will be maintained in its pipeline system from time-to-time or any other factors which may affect the quantity of Gas which Customer may be able to deliver to Company. Company has the right to upgrade, when necessary, pipeline operating pressures with no obligation to Customer other than providing notification of such matters.

11.04 **Gas Quality.** All gas delivered through the Receipt Point into Company's pipeline system shall at all times meet or exceed the Company's gas quality specifications set forth in the applicable Company Tariff. Before Company permits any flow of any amount of gas into its system, Customer shall provide Company with a certified gas analysis from a Company-approved agency denoting that the gas proposed from the Customer Receipt Point meets and/or exceeds those requirements as set forth in the applicable Company Tariff.

11.05 **Temperature.** Gas delivered through the Receipt Point into Company's pipeline system shall not exceed 100° F. Gas having a temperature greater than 100° F may be delivered into Company's pipeline system only upon prior written approval by Company.

11.06 **Monitoring.** After initial deliveries are received, Company reserves the right to periodically sample gas, or require Customer to acquire and install continuous, on-line monitoring equipment, at the facility in order to validate the gas quality. If the analysis indicates that Company gas quality specifications are not met, Company has the right to shut off the deliveries indefinitely until the Customer makes the necessary provisions to fully comply with the gas quality requirements and/or penalize Customer for non-conformance of this requirement.

11.07 **Gas Taken and Co-mingled.** Company shall accept Gas taken and measured from the Receipt Point in accordance with this Agreement and the applicable Company Tariff. Such Gas shall be taken in its natural state, except as otherwise provided in this Agreement, subject to any modification thereof required by this Agreement, at the pressure of the Gas flowing from Customer's facilities and discharging into Company's pipeline system, against the varying pressures from time to time maintained therein.

ARTICLE XII
MEASUREMENT FACILITIES

12.01 **Measurement Facilities.** Gas transported through the Interconnects shall be measured at a site satisfactory to Company. The measurement facilities shall be read by Company in accordance with the applicable Company Tariff. The measurement facilities shall be designed, installed, operated, maintained and owned by (i) Company, (ii) Customer or (iii) Customer's designee as set forth in Appendix A. The minimum engineering and technical specifications for measurement facilities are further detailed in Appendix B.

12.02 **Pipeline Safety.** Customer agrees to operate, maintain, test, and repair the meter set as a prudent operator in accordance with 49 CFR Part 192, any and all applicable state regulatory regulations and requirements, and all other applicable industry codes and standards at Customer's expense.

12.03 **Measurement Site Access.** Customer shall provide Company with the necessary rights-of-way, permits, and related surface rights including the rights of ingress, egress and regress necessary to access the Interconnect Facilities. Customer shall also provide, if required, a right-of-way necessary for the tie-in of Interconnect Facilities to Company-owned facilities that is free of all costs and from all claims and liabilities for damages arising out of installation or the construction of the facility. Customer and Company must agree beforehand to the location of the meter set and final tie-in location. The meter set shall be readily accessible, located in an area that is not susceptible to vehicular or other damage but as near as practical to the final tie-in point, and be enclosed within a locked fence or building. All costs associated with Customer's obligations under this section shall be the Customer's responsibility and any such costs paid by Company shall be reimbursed by Customer through the Construction and Installation Fee. To the extent that Company is at any time required to pay for such rights-of-way or such costs or claims or liabilities, then such amounts and related expenses shall be reimbursed by Customer.

12.04 **Meter Calibration and Accuracy.** Any issues related to meter calibration and/or accuracy shall be resolved in accordance with the applicable Company Tariff.

12.05 **Low Volumes for Receipt Points.**

- (a) In the event that Customer does not deliver to Company an average of **five hundred (500) Dekatherms of Gas per Day** at each Receipt Point, during any ninety (90) consecutive day period, then Company may, at its sole discretion, terminate the agreement as it relates to such receipt points by giving Customer notice in writing thirty (30) days prior to the effective date of termination.
- (b) In the event that the amount of Gas passing through any Receipt Point is less than the facility minimum design requirements for accurate measurement, Company has the right to shut-in service from Customer until (i) Customer has provided adequate supply to meet such design requirements and has proven to Company that such volumes exist, and/or (ii) the metering and related facilities have been redesigned and installed for effectively and efficiently measuring the revised volumes within the accuracy allowed and required by Company.

ARTICLE XIII
REGULATORY APPROVALS

13.01 **Initial Regulatory Filing Requirements.** Both Company and Customer are responsible for identifying and obtaining any governmental and/or regulatory approvals that may be required for construction and operation of the facilities contemplated by this Agreement. During review of application by Customer, Company shall determine any such requirements. During that time Company shall also determine the most appropriate Party for preparing, submitting and negotiating any and all such filings. Any and all expenses related to the preparation, submittal and negotiation of filings shall be borne by Customer.

13.02 **Change in Regulation Results in Material Adverse Effect.** If the FERC or any other governmental agency, whether state or federal, takes any action or issues any determination that directly or indirectly results in a material adverse change to any provision of this Agreement, then the materially adversely affected Party (hereinafter "Affected Party") may either:

- (a) continue to fulfill its obligations under this Agreement as altered by the change in regulation; or
- (b) seek to renegotiate the affected terms of this Agreement by giving notice to the other Party within thirty (30) days of the material adverse change. If the Affected Party elects to renegotiate the terms of this Agreement, both Parties shall be obligated to renegotiate in good faith.

ARTICLE XIV
ASSIGNMENT

14.01 **Assignment of this Agreement.** This Agreement shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of the respective Parties hereto, and the covenants, conditions, rights and obligations of this Agreement shall run for the full term of this Agreement. No assignment of this Agreement, in whole or in part, will be made without the prior written consent of the non-assigning Party, which consent will not be unreasonably withheld or delayed; provided, either Party may transfer its interest to any parent or affiliate by assignment, merger or otherwise without the prior approval of the other Party. Upon any transfer and assumption, the transferor shall not be relieved of or discharged from any obligations hereunder.

ARTICLE XVII
NOTICE

16.01 **Notices.** Following execution and activation of this Agreement, all communications, invoices and payments ("Notices") required hereunder may be sent by facsimile, a nationally recognized overnight courier service, hand delivered or via first class mail.

Equitrans, LP
625 Liberty Ave, Ste 1700, Pittsburgh, PA 15222

NamePeoples Natural Gas Company LLC375 North
Shore Drive, Suite 600, Pittsburgh, PA 15212

Attention: T & E Department
Phone: 412-395-2604
Facsimile: 412-395-3347
Email: T&ENotify@eqt.com

Attention: Chief Operating Officer
Phone: []
Facsimile: []
Email: []

16.02 **Receipt of Communications.** Any notice required or permitted under this Agreement shall be in writing. Notice shall be deemed to have been received (i) when transmitted by facsimile ("FAX") transmission, upon the sending Party's receipt of its facsimile's confirmation thereof, (ii) when sent by overnight mail or courier, on the next business day after it was sent or such earlier time as is confirmed by the receiving Party, (iii) when delivered by hand, at the time it is delivered to an officer or to a responsible employee of the receiving Party and (iv) when delivered via First Class Mail, two (2) business days after mailing. Any FAX communication shall be promptly confirmed by mail. Either Party may change its address, telephone number, or FAX number at any time by promptly giving notice of such change to the other Party. Either Party may modify any notice information specified above by written notice to the other Party.

ARTICLE XVII
MISCELLANEOUS

17.01 **Subjugation.** The provisions of the applicable Company Tariff applicable to the relationship between Customer and Company, and any revisions thereof that may be made effective hereafter, are hereby made applicable to and part hereof by reference.

17.02 **Choice of Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, without regard to the State's conflict of laws principles. This Agreement shall be deemed to have been executed in Pennsylvania.

17.03 **Construction of this Agreement.** No presumption shall operate in favor of or against either Party as a result of any responsibility either Party may have had for drafting this Agreement.

17.04 **Execution.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. As used herein, the singular of any term shall include the plural.

17.05 **Captions.** The article and section captions of this Agreement are for purposes of reference only and shall not affect the meaning of any provision of this Agreement.

17.06 **Amendments.** This Agreement may only be amended or modified by written instrument signed by the duly authorized representatives of Customer and Company.

17.07 **Severability.** If any provision of this Agreement is held by any court of competent jurisdiction to be illegal, invalid, unenforceable, or in conflict with any law of the Commonwealth of Pennsylvania, (i) the validity of the remaining provisions of this Agreement shall not be affected, and the rights and obligations of the Parties shall continue in full force and effect to the full extent permitted by law, and (ii) the Parties shall meet promptly and negotiate in good faith a replacement provision to effectuate the intent of the Parties.

17.08 **Confidentiality.** This Agreement and all notices, statements, correspondence, and other communications or documents relating to the negotiation and administration of this Agreement are non-public, confidential, and proprietary ("Proprietary Information"). Each Party shall keep such Proprietary Information strictly confidential for a period ending two (2) years after the expiration or termination of this Agreement, except as may be required to comply with any statute or order of a court or government agency having subject matter jurisdiction, the Parties shall not disclose, reveal or divulge any Proprietary Information to any person or entity without the prior written consent of the other Party.

17.09 **Audits.**

- (a) **Accounting Audits:** Company shall have the right to audit Customer's accounting records and other documents relating to materials delivered by or on behalf of Customer for Company's account for any calendar year within the twenty-four (24) month period following the end of such calendar year. This

provision shall continue in full force and effect for a period of twenty-four (24) months from the effective date of termination of this Agreement.

- (b) **Field Audits:** Customer gives Company permission to periodically come onto Customer's property in order to audit the facility. Permission for ingress/egress includes personnel, vehicles, and other equipment deemed necessary by Company. Company has permission to perform all operating and maintenance functions associated with verifying the integrity and functionality of equipment, piping, and appurtenances. If, in Company's judgment, modifications are necessary in order to assure proper operation of the equipment, Company has permission to remove and/or replace pipe, fittings, and equipment at the Company's discretion and at the expense of the Customer.

17.10 **Waiver.** Any waiver by either Party of performance due by the other Party under the terms of this Agreement shall not operate as a waiver of any or all of such Party's rights with respect to all prior or subsequent obligations of the other Party.

17.11 **Entire Agreement.** This Agreement, as amended from time to time, constitutes the entire agreement between the Parties and supersedes all previous offers, negotiations, understandings and agreements between the Parties with respect to the subject matter hereof. There are no agreements, modifications, conditions or understandings, written or oral, expressed or implied, pertaining to the subject matter of this Agreement which are not contained in this Agreement.

IN WITNESS WHEREOF, Company and Customer have duly executed this Agreement to be effective as of the day and year first written above.

Equitrans, LP

Customer Name

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

TRANSMISSION INTERCONNECT AGREEMENT
Site Specific Data and Facility Responsibility Matrix
Appendix A

This Appendix A is a part of the **Transmission Interconnect Agreement** ("Agreement") made and entered into on the [] day of [], 20[] by and between Peoples Natural Gas Company, LLC ("Customer") with offices at 375 North Shore Drive, Suite 600, Pittsburgh, PA 15212, and Equitrans, LP, with offices at 625 Liberty Ave, Ste 1700, Pittsburgh, PA 15222 ("Company"). This Appendix A, in conjunction with the Agreement, provides for the establishment of all the interconnections on Company's system. This Appendix A can be updated for additional receipt points approved in accordance with the terms and conditions of the entire agreement. In this Appendix, Company and Customer are also referred to herein individually as a "Party" and collectively as the "Parties."

1.01 **Specifications.** Customer shall follow the "Minimum Engineering & Technical Specifications for Interconnect Facilities" set forth in Appendix B in designing and installing the proposed Interconnection Facilities. In addition to the minimum design specification and operating parameters set forth in Appendix B, the following specifications shall be followed:

- (a) **Receipt Point Data:** The table below provides for the list of meters covered under this agreement which may be updated from time to time in accordance with the terms and conditions of this Agreement. All meters in the Receipt Point table shall conform to the specifications listed in Table 1.01 (b).

Meter ID	Meter Name	GPS Coordinates	MAOP	MDQ (Mcf / Day)

- (b) **Responsibility for Interconnect Facility Equipment.** The following table establishes the design, construction, operation, maintenance and cost responsibility for certain aspects of the Interconnect Facilities. All of the following design responsibilities designated as the Customer's responsibility shall be incorporated into the design and construction of the Interconnect Facilities at Customer's sole cost.

STATION EQUIPMENT	REQUIRED	DESIGN	INSTALL	OWNERSHIP	OPERATE	MAINTAIN	SPECIAL PROVISIONS/ EQUIPMENT SPECS.
PIPING							
Pipeline-Tap & Valve	Yes	Company	Company	Company	Company	Company	
Inlet & Station Piping	Yes	Company	Company	Company	Company	Company	
Outlet & Station Piping	Yes	Customer	Customer	Customer	Customer	Customer	
Test Station - inlet piping	Yes	Company	Company	Company	Company	Company	
Test Station - outlet piping	Yes	Customer	Customer	Customer	Customer	Customer	
Corrosion coupon	Yes	Company	Company	Company	Company	Company	
GAS CONDITIONING							
Filter Separator	Yes	Customer	Customer	Customer	Customer	Customer	
Liquid Level Shutoff	No	Customer	Customer	Customer	Customer	Customer	
MEASUREMENT							
Meter & Meter Runs	Yes	Customer	Customer	Customer	Company	Customer	
Meter & Flow Control Risers, Valves, etc...	Yes	Customer	Customer	Customer	Company	Customer	
Electronic Measurement	Yes	Customer	Customer	Customer	Company	Customer	
GAS QUALITY							
Chromatograph	Yes	Customer	Customer	Customer	Company	Customer	
Continuous Sampler	No	Customer	Customer	Customer	Company	Customer	
H2O Dew Point Analyzer	Yes	Customer	Customer	Customer	Company	Customer	
Oxygen Analyzer	No	Customer	Customer	Customer	Company	Customer	
H2S Monitor	No	Customer	Customer	Customer	Company	Customer	
PRESSURE / FLOW CONTROL							
Primary Pressure Control	Yes	Customer	Customer	Customer	Customer	Customer	
Overpressure Device	Yes	Customer	Customer	Customer	Customer	Customer	
Emergency Valve	No	Customer	Customer	Customer	Company	Customer	
Flow Control Valve	No	Customer	Customer	Customer	Company	Customer	
Heat	No	Customer	Customer	Customer	Customer	Customer	
Check Valve	Yes	Customer	Customer	Customer	Customer	Customer	
ODORIZATION							
Odorizer & Controls	No	Customer	Customer	Customer	Customer	Customer	
MISCELLANEOUS							
Communication service	Yes	Customer	Customer	Customer	Customer	Customer	
Electrical Service	Yes	Customer	Customer	Customer	Customer	Customer	Solar Battery
Building - Gas Chromatograph	No	Customer	Customer	Customer	Customer	Customer	
Building - Odorizer	No	Customer	Customer	Customer	Customer	Customer	
Fence/Vehiele Barrier/Signage	Yes	Customer	Customer	Customer	Customer	Customer	
Air Permit	No	Customer	Customer	Customer	Customer	Customer	

- (c) **Design Specifications.** The Company will provide specifications for the Standard Interconnect Facility and made available on the Company's website. Fabrication of these facilities will be accepted only from a vendor approved by the Company and posted on the Company's website. The Customer shall verify that the meter sets are capable of measuring, regulating and delivering the volume of natural gas anticipated by the Customer. Under no circumstance, shall the inlet pressure from the Customer meter set exceed the set pressure established in Appendix A.

(d) **As-built Drawings.** Customer shall develop an "as-built" location drawing of the Interconnect Facilities. For Receipt Points the "as-built" drawing shall include all facilities from the inlet side of the gas measurement facilities to the tie-in with Company's pipeline facilities. This detailed drawing shall include centerline measurements, valve, regulator, meter identification, pipe size(s) and type(s), and telemetering details. Customer shall provide a copy of this drawing (AutoCAD format) to the Company for review and approval prior to activation of Interconnect Facilities.

2.01 **Construction and Installation Fee.** For each new interconnect Customer shall pay Company a Construction and Installation Fee in the amount of the Company's annually reviewed tap Fee charge. The Fee to be paid prior to Company beginning design and construction of new interconnect. Fee includes one site visit to commission the metering equipment, if additional site visits are necessary they will be billed at \$500.00 per visit.

3.01 **Annual Interconnect Operating Fee.** Customer shall pay Company an Annual Interconnect and Maintenance Fee in the amount of \$0.00 per meter. Payment is due prior to January 31 each year. The Customer will be required to pay a prorated share of the maintenance fee for the first year prior to flow.

**Transmission Interconnect Agreement
Minimum Engineering & Technical Specifications
for Interconnect Facilities
Appendix B**

This Appendix B is a part of the **Transmission Interconnect Agreement** ("Agreement") made and entered into on the [] day of [], [], by and between Peoples Natural Gas Company, LLC ("Customer") with offices at 375 North Shore Drive, Suite 600, Pittsburgh, PA 15212 and Equitrans, LP, a Division of EQT Corporation, with offices at 625 Liberty Avenue, Ste 1700, Pittsburgh, PA 15222 ("Company"). This Appendix B, in conjunction with the Agreement, contains the minimum engineering and technical specifications for the establishment of a new point of interconnection on Company's system. In this Appendix, Company and Customer are also referred to herein individually as a "Party" and collectively as the "Parties."

**ARTICLE I
DESIGN OF INTERCONNECT FACILITIES**

1.01 **General.** Customer shall be responsible for all aspects of the design and construction of the Interconnect, unless specifically noted otherwise by Company. All design and construction shall comply with 49 CFR 192 "Transportation of Natural and Other Gas by Pipelines: Minimum Federal Safety Standards", and ASME B31.8 Code for Pressures Piping, Gas Transmission and Distribution Piping Systems.

1.02 **Materials.** All material and equipment furnished for the Interconnect Facilities shall be new and shall satisfy (i) the generally accepted industry standards and (ii) the specifications set forth in Appendices.

1.03 **Site/Land Acquisition**

- (a) Customer shall provide, if required, a right of way necessary for the tie-in of proposed Interconnect facilities to existing Company-owned facilities that is free of all costs and from all claims and liabilities for damages arising out of installation or the construction of the facility. Customer shall provide Company with the necessary rights-of-way, permits, and related surface rights including the rights of ingress, egress and regress necessary to access the Interconnect Facilities
- (b) Customer and Company must agree beforehand to the location of the Interconnection as well as the final tie-in location.
- (c) Customer shall satisfy itself as to the character and types of surface and subsurface materials to be encountered in construction of the Interconnect.
- (d) Customer's right-of-way shall be cleared of all debris and obstructions before the Interconnect Facilities are tied into the Company's facilities.
- (e) The Interconnect Facilities shall be readily accessible, located in an area that is not susceptible to vehicular or other damage but as near as practical to the final tie-in point, and be enclosed within a locked fence or building.
- (f) All costs associated with Customer's obligations under this section shall be the Customer's responsibility.
- (g) To the extent that Company is at any time required to pay for such rights-of-way or such costs or claims or liabilities, then such amounts and related expenses shall be incorporated within the Initial Construction and Installation payment made under this Agreement.

1.04 **Inlet Filter.** Filter/filter-separator facilities installed upstream of the Interconnect Facilities at receipt interconnects must be considered and based upon specific gas analysis.

1.05 **Freeze Prevention.** In circumstances where heavier hydrocarbons and/or water vapor may be present within the gas stream, Customer shall incorporate freeze protection measures into the design of the Interconnect Facilities. The method and design of the freeze protection measures shall be submitted to the Company for approval and no construction shall commence until such time as Customer receives written approval from Company. If Customer's freeze protection measures involve the use of natural gas for fuel, then the tap for such fuel supply line shall be made upstream of the Receipt Point, such that Customer bears the costs of the fuel. Freeze protection measures which may be acceptable to Company include the following:

- (a) Catalytic heaters / heat trace - for regulator bodies
- (b) Indirect water bath heaters - for large pressure cuts and large flow volumes
- (c) All gas provided and delivered to Company shall have a temperature of no less than 45° F.

1.06 **Regulating and Overpressure Protection.** Company may require regulation and shall require overpressure protection for Receipt Points under this Agreement. Such regulation shall deliver pressures suitable to pressures in Company's pipeline system. Company shall specify and/or approve the type of regulators to be used and shall specify, pressure ranges, and operating settings.

- (a) A primary pressure-limiting device shall be required whenever the Customer's pipeline system has the possibility of realizing pressures exceeding the Company's facility MAOP.
- (b) Overpressure protection devices shall be set such that pressures may not exceed the maximum allowable operating pressure for the facility into which Customer is delivering Gas.
- (c) Overpressure protection devices must be designed to prevent a single incident from affecting the operation of the Interconnect.
- (d) Security valves, monitor regulators, or control valves, should be used for overpressure protection.
- (e) Overpressure protection devices shall consist of a stand-alone valve operating on a pneumatic signal taken directly from the pipeline.
- (f) If pilot loaded valves are used, the pilots shall not bleed when they are not operating. Pilot bleeds should be routed to downstream piping.

1.07 **Control Valves**

- (a) Control valves shall be sized using the highest flow rate compounded with the lowest delivery pressure.
- (b) Company shall approve type and brand of pressure control and over pressure protection device.
- (c) Downstream taps for pressure control valves shall be noted on detail drawings.
- (d) A pressure transducer for stations designed with telemetry may be required.

1.08 **Miscellaneous Valves and Piping**

- (a) Blowdown valves shall be installed to provide for venting of all sections.
- (b) Meter header piping shall be sized for 1.5 times the total combined area of the total meter runs
- (c) Isolation valves will be installed on either side of regulators, meters, and control valves.
- (d) Piping shall be Standard Weight unless approved otherwise by Company

1.09 **Emergency Valve**. The design and installation shall include an emergency valve (ball valve preferred) located at least twenty-five (25) lineal feet (point to point) but not to exceed fifty (50) lineal feet from the tie-in with Company's pipeline facilities. The emergency valve shall be readily accessible, easily operated, and sufficiently marked for quick identification.

1.10 **Company tie-in and tap sizing**. Company shall provide for the sizing and actual installation of tap for tie-in of interconnect to Company facilities. Customer shall provide data necessary for the sizing of the tap.

1.11 **Gas Chromatograph**. Auxiliary equipment may be required for measurement of Btu variations. Company shall have the final decision as to the type of gas analysis required. An on-line chromatograph, designed for the specific type of gas and gas content applicable to the Interconnect shall be typically required.

1.12 **Dehydration**. Gas received by Company at interconnects shall contain a maximum water content of no more than seven (7) pounds per MMcf of gas. Customer shall consider the need for dehydration if water content exceeding this amount could be realized. Company has the right to discontinue and/or terminate any Agreement whereas water content of gas delivered exceeds this specified limit.

1.13 **Dew Point Tester**. When deemed necessary by Company, Customer shall incorporate an on-line dew point tester as part of the Interconnect Facilities. The unit shall be set such to detect water content levels in excess of contractual specifications, which shall result in the automated closure of an in-line valve thereby preventing further delivery of gas into system. Valve shall remain closed until an acceptable water moisture content of the gas can be provided.

1.14 **Corrosion Coupon Tap**. When specified by Company, Customer shall provide for a 1" valve tap for installing corrosion coupons.

1.15 **Check Valve**. All interconnects shall be installed with a check valve of some type so as to assure gas flow in the direction proposed by the Agreement, unless station is specifically designed for bi-directional flows.

1.16 **Odorization**. Company may require the use of artificial odorization. When the Company directs Customer to odorize the gas, the following requirements must be observed:

- (a) The odorant must enter the gas downstream of the meters and regulators.
- (b) Odorizing equipment must be located so as not to be in the prevailing upwind position of populated areas.
- (c) Proportional to flow type odorizers are preferred. Company shall have final authorization as to the type of odorizer utilized.
- (d) Type of odorant must be approved by Company and must be acceptable to Company facilities.

1.17 **Noise Control**. Noise levels at the Interconnect shall not exceed the limitations established by the Occupational Safety and Health Administration. Furthermore, following installation, any changes in the environment and/or local ordinances

requiring the need for revisions to, or the installation of additional noise control shall be installed at the expense of the Customer.

1.18 **Building, fences, and site security**

- (a) Buildings, or shelters, shall be provided to protect electronic gas measurement and control equipment, as well as to act as noise barriers, protection from damage, and for meeting compliance with local ordinances.
- (b) All interconnect sites shall be fenced, consisting of chain link fencing eight feet (8') in height complete with three (3) strands of barbed wire, and at a minimum; one pedestrian gate and one truck gate installed at opposing ends of the site.
- (c) The site selected must be large enough to hold all equipment and accommodate all activities required for normal maintenance operations.
- (d) Proper signage shall be provided and maintained by the customer.

1.19 **Power and telephone.** If required, Customer shall provide for electric power and telephone at site.

**ARTICLE II
INSTALLATION, TESTING, and INSPECTION**

2.01 **Installation.**

- (a) Gas piping shall be fabricated in accordance with API 1104
- (b) Piping equal to and larger than 2-3/8" O.D. shall be butt welded or flanged.
- (c) All instrument or control tubing shall meet the requirements of ASTM-A269, Grade 304 stainless steel with compression ferrule type fittings. Tubing shall be a minimum of 22 gauge. All bends shall be wrinkle free. All tubing shall be separated and supported at a maximum of 5 ft. intervals.
- (d) All threaded fittings should be chased after installation
- (e) All welding shall be performed by a qualified welder following welding procedures that would satisfy the requirements of 49 CFR Part 192. Copies of weld procedures and welder certifications must be provided to Company in regards to any and all jurisdictional welds (i.e., welds that are subject to the provisions of 49 CFR Part 192) performed on the interconnect. All jurisdictional welds shall be performed in accordance with API-1104 (latest approved edition).
- (f) All above ground facilities shall be painted with at least one coat of primer and one coat of acrylic enamel paint, per Company paint specifications.

2.02 **Testing**

- (a) All facilities shall be tested in accordance with specifications provided by Company. Company shall specify minimum test pressure and test duration. Tests shall be conducted using a recording chart of which Company shall receive original or a clear copy of the original test chart.
- (b) Company shall not activate interconnect until a copy (or original) of test chart has been received and approved.

2.03 **Inspection**

- (a) Company reserves the right to inspect all facilities during installation.
- (b) Prior to startup of construction, three days notice shall be provided to Company
- (c) All girth welds must be 100% radiographically inspected and approved.
- (d) Customer shall be responsible for all expenses, including inspection by Company, relative to construction inspections of facility.

**Transmission Interconnect Agreement
Inspections and Gas Quality
for Interconnect Facilities
Appendix C**

This Appendix C is a part of the **Transmission Interconnect Agreement** ("Agreement") made and entered into on the [] day of [], [], by and between Peoples Natural Gas Company, LLC ("Customer") with offices at 375 North Shore Drive, Suite 600, Pittsburgh, PA 15212, and Equitrans, LP, with offices at 625 Liberty Avenue, Ste 1700, Pittsburgh, PA 15222 ("Company"). This Appendix C, in conjunction with the Agreement, contains the inspections and gas quality specifications for the establishment of a new point of interconnection on Company's system. In this Appendix, Company and Customer are also referred to herein individually as a "Party" and collectively as the "Parties."

**ARTICLE I
ROUTINE INSPECTIONS OF INTERCONNECT FACILITIES**

1.01 **Interconnect Maintenance.** Company shall have the right to periodically inspect Customer's records and the Interconnect Facilities to verify that all operating and maintenance functions are being performed effectively. If Customer cannot provide adequate documentation or if Customer's operating and maintenance procedures are inadequate as determined by Company, *Customer will have seventy-two (72) hours to produce proper documentation and/or revise inadequate procedures.* If, after the seventy-two hour period, documentation is not provided and/or procedures are not modified, Company retains the right to take further action as it deems necessary including the right to shut-in the facility until adequate documentation/procedures have been verified and secured.

1.02 **Changes to Interconnect.** The Customer has an obligation to notify the company in writing 24 hours prior to changes to Customer Facilities that would impact the Interconnect Facility, Company Facility, or gas composition and the Company shall have the right to reject changes to the facility. Company retains the right to take action as it deems necessary including the right to shut-in the facility in the event notification does not occur. The cost of any damages as a result of changes to Customer Facilities will be borne entirely by the Customer.

1.03 **Interconnect Operations.** The Company shall have the right to shut in the meter set immediately if equipment is not operating properly, an overpressure condition exists, design limitations are exceeded, or safe operating conditions are compromised. Furthermore, the Company has the right to keep the meter shut in until the Customer makes the necessary provisions to rectify the situation. If the abnormal conditions repeatedly arise, the Company has the right to shut in the meter set indefinitely.

1.04 **Interconnect Inspections.** The Company shall have the right to inspect the Interconnect Facility including but not limited to the following: *calibrate the meter; inspect regulators; inspect valves; and inspect and calibrate gas quality facilities.* If during the course of these inspections, the Company determines that installation procedures were not followed, equipment was not maintained, or equipment was modified to not comply with specifications established in this agreement, the Company has the right to shut in the meter set until corrective actions by the Customer occur and additional inspections performed. If continued inspection violations occur, the Company has the right to shut in the meter set indefinitely.

1.05 **Meter Tampering.** If the Customer tampers with the measurement equipment so as to misrepresent the true volume of gas delivered or received at this meter set, the Company has the right to immediately shut in the meter set. It will remain shut in until the Company and Customer reach an amicable agreement as to the most accurate volume of gas delivered during the period in question. If the Company determines that measurement equipment has been tampered with on a repeated basis, the Company has the right to shut in the production meter set indefinitely.

1.06 **Regulator Tampering.** If the Customer tampers with the regulation equipment so as to exceed the set pressure established in this agreement, the Company has the right to immediately shut in the meter set. It will remain shut in until the Company reestablishes the regulator set pressure. If the Customer exceeds the pipeline MAOP set forth in this agreement, the Company has the right to shut in the Customer indefinitely. Repeated violations of the set pressure by the Customer will result in indefinite shut in. Damages as a result of set pressure violations are the responsibility of the Customer and the meter set shall be shut in until damages are paid in full.

1.07 **Telemetry.** The electronic gas measurement and communications equipment installed as part of the Interconnect Facilities shall include equipment for monitoring, recording, and transferring data deemed essential by Company. Customer shall arrange for the electronic gas measurement and communications equipment to provide Company, at a minimum, real-time information related to pressure, temperature, gas flow and gas quality (i.e., chromatograph). The equipment to provide Company, at a minimum, real-time information related to pressure, temperature, gas flow and gas quality (i.e., chromatograph and moisture analyzer). The Customer is required to maintain telemetry equipment (including: replacing batteries; removing communication obstacles; and repairing equipment) to provide reliable communication to the Company. If the Company *determines that telemeter equipment has not been maintained on a repeated basis,* the Company has the right to shut in the production meter set indefinitely.

ARTICLE II
GAS QUALITY REQUIREMENTS

2.01 **General.** Before Company permits the flow of natural gas into the Company's pipeline system, the Company shall analyze a sample of gas to verify that it meets the requirements set forth in current and applicable pipeline Tariff.

2.02 **Gas Quality Inspections.** If the Company's gas sample analysis indicates that any of these Tariff requirements have not been met, the Company may refuse deliveries until the Producer makes the necessary provisions to fully comply with the gas quality requirements.

2.03 **Gas Quality Inspections.** After initial deliveries are received, the Company reserves the right to periodically sample gas at the meter set to validate the gas quality. If the analysis indicates that gas quality specifications are not met, the Company has the right to shut off the deliveries indefinitely until the Customer makes the necessary provisions to fully comply.

2.04 **Remedies.** The Company has the right to shut off deliveries indefinitely until the Customer makes the necessary provisions to meet the gas quality standards. The Company may also elect to require continuous gas quality monitoring with fail safe shut off as a provision to accept existing or new deliveries. Damages as a result of gas quality violations are the responsibility of the Customer and the meter set shall be shut in until damages are paid in full.

**TRANSMISSION INTERCONNECT AGREEMENT
COMPRESSION AGREEMENT
APPENDIX D**

This Appendix D is a part of the **TRANSMISSION INTERCONNECT AGREEMENT** made and entered into on the [] day of [], [] by and between **EQUITRANS, L.P.**, with an office at 625 Liberty Ave, Ste 1700, Pittsburgh, PA 15222, (hereinafter referred to as "Company") and Peoples Natural Gas Company, LLC with an office located at 375 North Shore Drive, Suite 600, Pittsburgh, PA 15212 (hereinafter referred to as "Customer"). This Appendix D, in conjunction with the Agreement, provides for the introduction of compressed gas into Company's system. As used in this Appendix, Company and Customer are also referred to individually as a "Party" and collectively as the "Parties".

1.01 **Commencement of Operation.** Customer is responsible for identifying and obtaining any environmental, governmental and/or regulatory approvals that may be required for construction and operation of the facilities contemplated by this Agreement. Customer shall notify Company, in writing, when its compression facilities are complete, tested and ready for activation. Unless otherwise indicated, Customer may introduce compressed natural gas into Company's system as soon as the necessary facilities have been constructed, the requisite documents have been submitted and Customer has satisfied the terms and conditions of this Agreement.

1.02 **Low-Pressure Shutdown.** Compressor units shall have low-pressure shutdown controls on the suction (intake) line to preclude drawing air into the system. If the Customer desires to operate the suction system with less than a two (2) psig minimum inlet pressure, or if Company, in its reasonable discretion, has reason to believe that Customer may draw air into Company's system, an oxygen sensor shall be installed on the inlet of the suction line so as to automatically shut down the system when oxygen is detected at levels above two thousand (2,000) parts per million (0.2%).

1.03 **Compressor Fuel.** Fuel gas for Customer's compression facilities shall be taken upstream of the meter measuring the gas delivered into Company's line.

1.04 **Compressor Site.** Customer's compression facilities shall be located entirely on sites owned by parties other than Company.

1.05 **Pulsation.** Customer shall assure that compressor units are designed, installed, operated and maintained in such a manner as to minimize pulsation at the interconnection with Company's facilities. If pulsation is suspected, Company, at its option, may use an industry-accepted square root error indicator to determine if unacceptable pulsation levels are present at the referenced meter. If the square root error exceeds one percent (1%), the meter shall be shut-in until corrective action is taken. Company will continue to accept production during the period the corrective action is taken provided it is free flowed without using the compressor. Customer is responsible for making all compressor/piping modifications to reduce or eliminate pulsation. After modifications have been made and gas flow resumed, Company may elect, at Customer's expense, to perform additional square root error tests if pulsation is suspected. Customer shall pay Company Five Hundred Dollars (\$500) for each additional pulsation test performed by Company.

1.06 **Adverse Impacts.** The compressor unit shall be installed in a manner necessary to eliminate any adverse impact on Company's facilities.

1.07 **Equipment Costs.** All costs associated with equipment required by this Agreement, including installation costs, shall be the Customer's responsibility and any such costs paid by Company shall be reimbursed by Customer.

1.08 **Specifications.** Customer shall follow the following specifications in designing and installing its compression facilities:

- (a) **Interconnect Location:** The Customer's compression facilities shall be located upstream of Company's line No. _____.
- (b) **Discharge / Outlet Pressure:** The discharge / outlet line pressure measured at the compressor cylinder shall not exceed _____ psig. Customer's compressor unit(s) shall be equipped with a high discharge pressure shutdown switch set to prevent the discharge pressure from rising above that noted in this paragraph. Company shall have the right to modify the discharge / outlet line pressure at which Customer may introduce gas into Company's system from time-to-time as may be necessary, in Company's reasonable judgment, to meet its gathering system operating requirements or other service obligations.
- (c) **Safety Relief Valves:** The Customer's compressor station shall be equipped with a safety relief valve, set no higher than the pressure noted in paragraph 1.08 (b). The safety relief valves shall be sized for the capacity of the compressor unit(s).

All cost associated with equipment required by this Agreement, including installation costs, shall be the Customer's responsibility and any such costs paid by Company shall be reimbursed by Customer.

1.09 **Term.** The primary term of this Appendix D shall commence on the date when the Agreement is executed and shall continue in force and effect for a term of one (1) year, and month-to-month thereafter. Either party may terminate this Agreement upon thirty (30) days written notice to be effective at the end of the primary term or any subsequent renewal term.

EXHIBIT D-2

Form of Master Transmission Delivery Point Interconnect Agreement

Master Transmission Delivery Point Interconnect Agreement

THIS AGREEMENT is made and entered into as of this ____ day of _____, 201[], by and between Equitrans, LP, having its headquarters located at 625 Liberty Ave, Ste 1700, Pittsburgh, PA 15222 (hereinafter referred to as "Company"), and Peoples Natural Gas Company LLC, the interconnecting party, with its headquarters located at 375 North Shore Drive, Suite 600, Pittsburgh, PA 15212 (hereinafter referred to as "Customer"). Company and Customer are also referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH

WHEREAS, Company transports natural gas through its pipeline facilities pursuant to its Gas Tariff; and,

WHEREAS, Customer and Company desire to enter into an agreement to establish ownership, operation and maintenance of several Delivery Point Interconnects on Company's interstate pipeline facilities.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and with the intent to be legally bound hereby, Company and Customer agree that, unless otherwise specifically noted, Company and Customer will perform the functions and assume the responsibilities as detailed and provided by this Agreement.

ARTICLE I DEFINITIONS

1.01 **Definitions.** For the purposes of this Agreement, the following terms, when capitalized herein, shall have the meanings set forth below:

- (a) "**Authorizations**" means any and all approvals, permits, licenses, franchises, or other authorizations required by any federal or state governmental authority which are necessary for the performance of a Party's obligations hereunder.
- (b) "**Btu**" means a British Thermal Unit.
- (c) "**Construction and Installation Fee**" means a fee charged to Customer for the actual time, labor, tools, materials, equipment and overhead expenses for the development, design and construction activities relative to completing the facilities contemplated by this Agreement.
- (d) "**Dekatherm**" shall mean one million (1,000,000) Btu's or one MMBtu.
- (e) "**Delivery Point**" means the point of interconnection from the Company to the Customer as set forth in the Appendices attached hereto as amended from time to time.
- (f) "**Equitrans' Tariff**" means the FERC Gas Tariff, Original Volume No. 1, of Equitrans, L.P. as approved by the FERC.
- (g) "**FERC**" means the Federal Energy Regulatory Commission or any successor federal agency that regulates, or has the authority to regulate, the transportation of Gas in interstate commerce by pipeline.
- (h) "**Gas**" means a mixture of hydrocarbon and non hydrocarbon gases that satisfies the requirements set forth in the applicable Company Tariff.
- (i) "**Interconnect**" means the point(s) of interconnection between the Customer and the Company as set forth in the Appendices attached hereto as amended from time-to-time.
- (j) "**MMBtu**" shall mean one million (1,000,000) Btu's or one Dekatherm.

ARTICLE II GENERAL REPRESENTATIONS AND WARRANTIES

2.01 **General Representations and Warranties.** Customer makes the following general representations and warranties:

- (a) Customer is duly organized, validly existing, and in good standing under the laws of the state in which it is organized and/or has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder;
- (b) Customer holds all necessary corporate authorizations and by the execution and delivery of this Agreement will not violate its Articles of Incorporation or any applicable laws or regulations;
- (c) There is no litigation, investigation, administrative proceeding or other action existing, pending, or threatened that would materially adversely affect the ability of Customer to fulfill its obligations under this Agreement; and
- (d) Customer's signatories possess authority to execute this Agreement such that a legal, valid, and binding obligation enforceable against Customer is created.

ARTICLE III
PURPOSE AND PROCEDURES FOR APPROVAL, INSTALLATION AND ACTIVATION OF FACILITIES

3.01 **Agreement.** This Agreement establishes the general terms and conditions under which Customer and Company will provide for the proper design, installation, operation, maintenance and cost responsibility of several Interconnects that receive Gas into Company's pipeline system. Neither Customer nor Company shall flow natural gas through a new Interconnect until such time as this Agreement is executed.

3.02 **Application.** Customer shall provide accurate information to Company in conjunction with any request for a proposed new Interconnect which shall include (i) the location of the proposed Interconnect, (ii) the proposed maximum allowable operating pressure of the Interconnect, (iii) the desired date for completion of the Interconnect, (iv) the Customer's estimated maximum, minimum and average amount of gas to be delivered through the Interconnect on a daily basis and (v) the Customer's estimated maximum, minimum and average delivery/receipt pressure through the Interconnect.

3.03 **Design.** Customer shall submit to Company complete design drawings for the proposed new Interconnect prior to construction of any facilities. Customer agrees to make those changes to such design and construction plans as Company, in its reasonable discretion, believes are necessary for the safe and reliable delivery of gas into Company's facilities. If the proposed Interconnect is approved, the Company shall respond in writing as to the acceptability of the detailed design by returning one set of drawings noted as "APPROVED". If the proposed Interconnect request is initially denied but could be approved with modifications to the design of the Interconnect Facilities, Company shall provide recommendations to Customer.

3.04 **Installation.** Scheduling of installation must be coordinated with the Company. No construction shall commence until Customer has satisfied all of its prerequisite obligations under this Agreement and Company has notified Customer, in writing, that construction may commence.

3.05 **Activation of Facilities.** Activation of the new Interconnect shall be contingent upon readiness of Company's gas control department as well as completion of installation as specified and agreed upon by and between Company and Customer.

3.06 **Appendices.** Customer and Company may utilize this Agreement as a vehicle for establishing additional Interconnects between the Company's pipeline system and Customer's facilities. The specifications for each additional Interconnect will be established in accordance with the appendices (hereinafter "Appendix" or "Appendices") of this Agreement.

3.07 **Appendices as Part of Agreement.** The entire agreement between the Parties shall include those provisions contained in this agreement and any effective Appendices (collectively "Agreement"). The Appendices attached hereto form an integrated part of this Agreement and are fully incorporated into and made a part of this Agreement. In the event of a conflict between the terms of any Appendix and the terms of this Agreement, the terms of the Appendix shall govern.

ARTICLE IV
INTERCONNECT FACILITIES

4.01 **Interconnect Facilities.** The Interconnects shall be comprised of equipment which includes (i) electronic gas measurement and communications equipment, (ii) gas quality monitoring equipment, (iii) gas measurement facilities, (iv) overpressure protection, (v) a corrosion coupon tap, (vii) certain interconnect piping facilities including a check valve and an insulated/welded tie-in connection and (viii) such other facilities as may be required by the Company (collectively "Interconnect Facilities") at the interconnection between Customer's and Company's facilities. The Interconnect Facilities shall be designed, installed, operated, maintained and owned by Company, Customer or Customer's designee as set forth in Appendix A. The minimum engineering and technical specifications for the Interconnect Facilities are further detailed in Appendix B. All costs associated with the Interconnect Facilities shall be the Customer's responsibility, unless waived by Company, and any such costs paid by Company shall be reimbursed by Customer through the Construction and Installation Fee.

4.02 **Debris and Obstructions.** Customer's facilities shall be cleared of all debris and obstructions before they are connected to Company's facilities.

4.03 **Maintenance and Identification.** Customer is responsible, and shall assume the initial costs, for landscaping, sign posting, painting, and final, post-construction cleanup at and around the Interconnect Facilities. A meter set identification sign shall be posted at each location. The sign shall, at a minimum, list the name of the Customer, the telephone number (including area code) where the Interconnect operator can be reached at all times, and the Customer's address. The letters must be at least one inch (1") high with one-quarter inch (1/4") stroke. The information must be written legibly on a background of sharply contrasting color.

4.04 **Pipeline Safety.** The Interconnect Facilities shall be installed, operated and maintained in accordance with 49 CFR Part 192. All piping, fittings, and materials associated with Interconnect Facilities shall be consistent with the requirements of 49 CFR Part 192 and industry standards.

4.05 **As-built Drawings.** Customer shall develop an "as-built" location drawing of the Interconnect Facilities. For Delivery Points the "as-built" drawing shall include all facilities from the inlet side of the gas measurement facilities to the tie-in with Company's pipeline facilities. These detailed drawings shall include centerline measurements, valve, regulator, meter identification, pipe size(s) and type(s), and telemetering details. For new interconnects Customer shall provide a copy of this drawing (AutoCAD format) to the Company for review and approval prior to activation of Interconnect Facilities.

4.06 **Telemetry.** The electronic gas measurement and communications equipment installed as part of the Interconnect Facilities shall include equipment for monitoring, recording, and transferring data deemed essential by Company. Customer shall acquire, install and pay for the on-going operating expenses for the electronic gas measurement and communications equipment to provide Company, at a minimum, real-time information related to pressure, temperature, gas flow and gas quality (i.e., chromatograph). Company shall specify the type of equipment to be provided by Customer.

ARTICLE V COMPANY'S FACILITIES

5.01 **Company's Facilities.** Company shall own, and Company or its designee shall design, install, operate and maintain, a tap and side valve connecting Company's facilities to the Interconnect Facilities as more specifically described in Appendix A. The Interconnect Facilities shall extend to within three feet (3') of the Company's line unless otherwise approved by Company.

ARTICLE INTERCONNECTION OPERATIONS

VI

6.01 **Commencement of Operation.** Customer shall notify Company, in writing, when a new Interconnect is complete, tested and ready for activation. Unless otherwise indicated, receipts of Gas at the new Interconnect may commence as soon as all Authorizations have been granted, the necessary facilities have been constructed, the requisite documents have been submitted and Customer has satisfied the terms and conditions of this Agreement. Company shall be responsible for the coordination, installation, testing, and physical final tie-in to the Company's pipeline system. Company shall develop, coordinate, and oversee all operations associated with purging the meter set and piping into service. All such tie-in activities shall be the Company's responsibility, unless waived by Company, and any such costs paid by Company shall be reimbursed by Customer through the Construction and Installation Fee.

6.02 **Transportation Obligations.** Company will receive natural gas from Customer, or deliver natural gas to Customer, as the case may be, at the Interconnects in accordance with the applicable Company Tariff, as amended from time-to-time, provided that all shippers utilizing the Interconnect, including Customer, if applicable, have entered into valid transportation agreements with Company.

6.03 **Gas Control and Balancing.** In an effort to keep total deliveries in balance on a daily basis, all gas flowing through the Interconnect shall be received, as the case may be, pursuant to the balancing, operational and measurement provisions found in either an applicable Operational Balancing agreement or the applicable Company Tariff, as modified from time-to-time. In the event there is no Operational Balancing Agreement in place then the Company's Tariff provisions will apply.

6.04 **Environmental Responsibility.** Each Party represents that no hazardous substance as that term is defined in the Federal Comprehensive Environmental Response Compensation Liability Act (CERCLA), petroleum or petroleum products, "asbestos material" as that term is defined in 40 CFR 61.41 (1987), polychlorinated biphenyls (PCBs), or "solid waste" as that term is defined in the Federal Resource Conservation Recovery Act (RCRA), will be leaked, spilled, deposited or otherwise released by either Party on the other Party's property. In the event that any of said above referenced materials are discovered on said property, each Party shall immediately notify the other Party of the discovery and existence of said materials. In the event of either Party's breach of the representations contained in this section, the full responsibility for the handling, remediation, treatment, storage or disposal of any such hazardous substance, petroleum or petroleum product, asbestos material, PCBs or solid waste discovered on said property, including the handling of such materials in compliance with all environmental laws including federal, state and local laws, rules and regulations, shall remain with such Party and such Party shall indemnify the other Party for any loss, injury, theft, damage to persons or property, or fines, penalties or compliance order issued by any governmental agency relating to pollution or protection of the environment including without limitation, laws and regulations relating to emissions, discharges, releases or threatened releases of chemicals, pollutants, contaminants, waste petroleum, toxic substances and hazardous substances occurring on said property. This section shall survive the termination of this Agreement.

6.05 **Maintenance Record keeping.** Company shall have the right to periodically inspect Customer's records and the Interconnect Facilities to verify that all operating and maintenance functions are being performed effectively. If Customer cannot provide adequate documentation or if Customer's operating and maintenance procedures are inadequate as determined by Company, Customer will have seventy-two (72) hours to produce proper documentation and/or revise inadequate procedures. If, after the seventy-two hour period, documentation is not provided and/or procedures are not modified, Company retains the right to take further action as it deems necessary including the right to shut-in the facility until adequate documentation/procedures have been verified and secured.

6.06 **Facility Improvements.** Company retains the unilateral right to change the operations of its facilities and/or upgrade its system. Such operational changes may require the adjustment and/or addition of equipment and facilities by the Customer in order to maintain delivery of gas volumes. The cost of any such adjustment and/or addition of equipment and facilities requirements will be borne entirely by the Customer.

6.07 **Shut In.** Company retains the unilateral right to immediately shut in or cause Customer to shut in any Interconnect which in the Company's sole judgment, threatens the integrity and safe operation of Company's system.

6.08 **Notice of Repairs.** The Company shall be notified of any and all repairs or changes to the Interconnect facilities. Customer shall advise Company in writing at least fifteen calendar (15) days before taking the Interconnect Facilities out of service for repairs for more than seven calendar (7) days. After Customer has completed all repairs, Customer shall

immediately reconnect the Interconnect Facilities to Company's pipeline system and resume service, subject to ten (10) days' advance notification to Company.

6.09 **Facilities Abandonment.** *In the event Company should ever abandon, retire or cease to operate, in whole or in part, facilities used to transport Gas, Company may, in its sole discretion, and without further obligation, terminate this Agreement upon at least sixty (60) days' written notice to Customer.*

ARTICLE VII TERM

7.01 **Term.** This Agreement shall become effective upon its execution by both Company and Customer and continue in full force and effect for a period of one (1) year ("Primary Term"). Unless terminated by either Party at least thirty (30) days prior to the end of the Primary Term or any subsequent renewal term, this Agreement shall continue on a month-to-month basis. The obligations of Customer to indemnify Company, and Company to indemnify Customer, pursuant hereto shall survive the termination or cancellation of this Agreement and the Appendices.

7.02 **Low Volume.** Company shall have the right to terminate this Agreement upon sixty (60) days advance written notice to Customer if Gas has not flowed for the previous period of twelve (12) consecutive months, or if Company or its designee has caused the Interconnect Facilities to be disconnected or removed.

7.03 **Disconnection.** In the event either Party desires to disconnect its facilities from the other, the initiating Party shall tender not less than sixty (60) days advance written notice to the other Party of such intent, and upon such disconnection of facilities, this Agreement shall terminate. The Parties agree that such disconnection shall not occur during the Primary Term, unless agreed to by both Parties or mandated by governmental action. Each Party shall be responsible for all costs of abandonment and/or removal of their respective facilities. Any disconnection shall be in accordance with the requirements of any regulatory agency having jurisdiction.

ARTICLE VIII BILLING AND PAYMENT

8.01 **Quantities Deemed Conclusive.** The Company's statement of the total quantity of Gas received by or deliver to Customer during any month shall be deemed conclusive unless Customer forwards an objection to Company in writing within sixty (60) days after the receipt of Company's statement.

8.02 **Separate Agreements For Gas Deliveries.** Customer agrees to execute all applicable gas delivery agreements (including meter site and compression agreements) with Company prior to delivering gas into Company's pipeline system.

8.03 **Withholding Payments.** In the event of any adverse claim to or against the proceeds of this Agreement or any Gas transported under this Agreement, or any part thereof, or against the proceeds of any other contract that Company has with Customer, by any person, Company may refuse to receive or deliver Gas under this Agreement, as the case may be, until the dispute is settled by agreement between Customer and such adverse claimant or by a final decree of a court of competent jurisdiction.

ARTICLE IX OPERATIONAL and MAINTAINENCE COSTS TO BE BORNE BY CUSTOMER

9.01 **Gas Quality and Monitoring Costs.** Customer shall be solely responsible for all costs and charges associated with monitoring, ensuring and maintaining the quality of Gas delivered to Company at its Delivery Points including, but not limited to, the costs of installing and maintaining compressors, regulators, dehydration units, filters, gas chromatography, odorizers, telemetry, liquid separators, on-line dew point testers, corrosion coupon taps, other gas quality testing costs and all costs associated with quality remediation. Company shall have access to facilities and all devices and shall have the right, but not the obligation, to operate such facilities and devices.

9.02 **Customer Facilities Costs.** Customer shall be solely responsible for all costs and charges associated with monitoring, ensuring and maintaining the safe and reliable operation of pipeline, measurement, compression, regulation, dehydration and any other appurtenant facilities, which are downstream of the Delivery Point. Company reserves the right to refuse receipts and/or deliveries through the Interconnect if Company, in its sole judgment, deems the operation of these facilities to be unacceptable.

ARTICLE X FAILURE TO PERFORM

10.01 **Suspension.** If Customer fails to comply with any of the covenants contained in this Agreement, Company may refuse to allow Gas to flow through the Interconnect until in Company's sole opinion, Customer is fully complying with all of the terms and conditions of this Agreement. Company, in its sole judgment, shall have the right to shut-in the Interconnect immediately if equipment is not operating properly, an overpressure condition exists, design limitations are exceeded, or safe operating conditions are compromised. Furthermore, Company has the right to keep the Interconnect shut-in until the Customer makes the necessary provisions to rectify the situation. If the abnormal conditions repeatedly arise, Company has the right to shut-in the Interconnect indefinitely, and/or terminate this Agreement.

If, in Company's judgment, the Customer has tampered with the measurement equipment so as to misrepresent the actual volume of gas delivered through the Interconnect, Company has the right to immediately shut-in the Interconnect. The Interconnect will remain shut-in until Company and Customer reach an agreement as to the most accurate volume of gas

delivered during the period in question. If Company determines that measurement equipment has been tampered with, Company has the right to shut-in the Interconnect indefinitely and terminate this Agreement. Customer shall reimburse Company for the costs relative to such damage and for any related costs which Company may incur, including payments made by Company to other affected customers in settlement of claims arising out of such service. To the extent any damages required to be paid hereunder are liquidated, the parties acknowledge that the damages are difficult or impossible to determine, otherwise obtaining an adequate remedy is inconvenient and the liquidated damages constitute a reasonable approximation of the harm or loss.

If litigation results from any dispute between Customer and Company, Company may pay any money withheld under this Agreement to a court of competent jurisdiction without any further liability, or may interplead all claimants, including Customer. Customer shall reimburse Company for all costs incurred associated with such litigation, including, but not limited to, attorneys' fees.

10.02 **Damages.** IN NO EVENT WILL EITHER PARTY BE RESPONSIBLE, EITHER UNDER THIS ARTICLE X OR UNDER ANY OTHER TERM OR PROVISION OF THIS AGREEMENT, FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.

10.03 **Indemnity.** Customer agrees to indemnify Company and save it harmless from all suits, actions, debts, accounts, damages, costs, losses, liabilities and expenses arising from or out of claims of title, personal injury or property damage from any or all persons to said Gas or other charges. Company agrees to indemnify Customer and save it harmless from all suits, actions, debts, accounts, damages, costs, losses, liabilities and expenses arising from or out of claims regarding payment, personal injury or property damage from any or all persons to said Gas or other charges.

ARTICLE XI PRESSURE AND REGULATION

11.01 **Regulation.** Company may require regulation and shall require over-pressure protection at the Delivery Point(s) under this Agreement. Such regulation shall deliver pressures suitable to pressures in Company's pipeline system. Company shall specify and/or approve the type of regulators to be used and shall specify, pressure ranges, and operating settings. All cost associated with such equipment, including installation costs, shall be the Customer's responsibility and any such costs paid by Company shall be reimbursed by Customer through the Construction and Installation Fee.

11.03 **Pressure in Company's System.** Company makes no representations concerning the pressure which will be maintained in its pipeline system from time-to-time or any other factors which may affect the quantity of Gas which Customer may be able to receive from Company. Company has the right to upgrade, when necessary, pipeline operating pressures with no obligation to Customer other than providing notification of such matters.

ARTICLE XII MEASUREMENT FACILITIES

12.01 **Measurement Facilities.** Gas transported through the Interconnects shall be measured at a site satisfactory to Company. The measurement facilities shall be read by Company in accordance with the applicable Company Tariff. The measurement facilities shall be designed, installed, operated, maintained and owned by (i) Company, (ii) Customer or (iii) Customer's designee as set forth in Appendix A. The minimum engineering and technical specifications for measurement facilities are further detailed in Appendix B.

12.02 **Pipeline Safety.** Customer agrees to operate, maintain, test, and repair the meter set as a prudent operator in accordance with 49 CFR Part 192, any and all applicable state regulatory regulations and requirements, and all other applicable industry codes and standards at Customer's expense.

12.03 **Measurement Site Access.** Customer shall provide Company with the necessary rights-of-way, permits, and related surface rights including the rights of ingress, egress and regress necessary to access the Interconnect Facilities. Customer shall also provide, if required, a right-of-way necessary for the tie-in of Interconnect Facilities to Company-owned facilities that is free of all costs and from all claims and liabilities for damages arising out of installation or the construction of the facility. Customer and Company must agree beforehand to the location of the meter set and final tie-in location. The meter set shall be readily accessible, located in an area that is not susceptible to vehicular or other damage but as near as practical to the final tie-in point, and be enclosed within a locked fence or building. All costs associated with Customer's obligations under this section shall be the Customer's responsibility and any such costs paid by Company shall be reimbursed by Customer through the Construction and Installation Fee. To the extent that Company is at any time required to pay for such rights-of-way or such costs or claims or liabilities, then such amounts and related expenses shall be reimbursed by Customer.

12.04 **Meter Calibration and Accuracy.** Any issues related to meter calibration and/or accuracy shall be resolved in accordance with the applicable Company Tariff.

ARTICLE XIII REGULATORY APPROVALS

13.01 **Initial Regulatory Filing Requirements.** Both Company and Customer are responsible for identifying and obtaining any governmental and/or regulatory approvals that may be required for construction and operation of the facilities contemplated by this Agreement. During review of application by Customer, Company shall determine any such requirements. During that time Company shall also determine the most appropriate Party for preparing, submitting and negotiating any and

all such filings. Any and all expenses related to the preparation, submittal and negotiation of filings shall be borne by Customer.

13.02 **Change in Regulation Results in Material Adverse Effect.** If the FERC or any other governmental agency, whether state or federal, takes any action or issues any determination that directly or indirectly results in a material adverse change to any provision of this Agreement, then the materially adversely affected Party (hereinafter "Affected Party") may either:

- (a) continue to fulfill its obligations under this Agreement as altered by the change in regulation; or
- (b) seek to renegotiate the affected terms of this Agreement by giving notice to the other Party within thirty (30) days of the material adverse change. If the Affected Party elects to renegotiate the terms of this Agreement, both Parties shall be obligated to renegotiate in good faith.

**ARTICLE XIV
ASSIGNMENT**

14.01 **Assignment of this Agreement.** This Agreement shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of the respective Parties hereto, and the covenants, conditions, rights and obligations of this Agreement shall run for the full term of this Agreement. No assignment of this Agreement, in whole or in part, will be made without the prior written consent of the non-assigning Party, which consent will not be unreasonably withheld or delayed; provided, either Party may transfer its interest to any parent or affiliate by assignment, merger or otherwise without the prior approval of the other Party. Upon any transfer and assumption, the transferor shall not be relieved of or discharged from any obligations hereunder.

**ARTICLE XVII
NOTICE**

16.01 **Notices.** Following execution and activation of this Agreement, all communications, invoices and payments ("Notices") required hereunder may be sent by facsimile, a nationally recognized overnight courier service, hand delivered or via first class mail.

Equitrans, LP 625 Liberty Avenue, Ste 1700, Pittsburgh, PA 15222 Attention: T & E Department Phone: 412-395-2604 Facsimile: 412-395-3347 Email: T&ENotify@eqt.com	Peoples Natural Gas Company LLC 375 North Shore Drive, Suite 600, Pittsburgh, PA 15212 Attention: Chief Operating Officer Phone: []] Facsimile: []] Email: []]
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16.02 **Receipt of Communications.** Any notice required or permitted under this Agreement shall be in writing. Notice shall be deemed to have been received (i) when transmitted by facsimile ("FAX") transmission, upon the sending Party's receipt of its facsimile's confirmation thereof, (ii) when sent by overnight mail or courier, on the next business day after it was sent or such earlier time as is confirmed by the receiving Party, (iii) when delivered by hand, at the time it is delivered to an officer or to a responsible employee of the receiving Party and (iv) when delivered via First Class Mail, two (2) business days after mailing. Any FAX communication shall be promptly confirmed by mail. Either Party may change its address, telephone number, or FAX number at any time by promptly giving notice of such change to the other Party. Either Party may modify any notice information specified above by written notice to the other Party.

**ARTICLE XVII
MISCELLANEOUS**

17.01 **Subjugation.** The provisions of the applicable Company Tariff applicable to the relationship between Customer and Company, and any revisions thereof that may be made effective hereafter, are hereby made applicable to and part hereof by reference.

17.02 **Choice of Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, without regard to the State's conflict of laws principles. This Agreement shall be deemed to have been executed in Pennsylvania.

17.03 **Construction of this Agreement.** No presumption shall operate in favor of or against either Party as a result of any responsibility either Party may have had for drafting this Agreement.

17.04 **Execution.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. As used herein, the singular of any term shall include the plural.

17.05 **Captions.** The article and section captions of this Agreement are for purposes of reference only and shall not affect the meaning of any provision of this Agreement.

17.06 **Amendments.** This Agreement may only be amended or modified by written instrument signed by the duly authorized representatives of Customer and Company.

17.07 **Severability.** If any provision of this Agreement is held by any court of competent jurisdiction to be illegal, invalid, unenforceable, or in conflict with any law of the Commonwealth of Pennsylvania, (i) the validity of the remaining provisions of this Agreement shall not be affected, and the rights and obligations of the Parties shall continue in full force and effect to the full extent permitted by law, and (ii) the Parties shall meet promptly and negotiate in good faith a replacement provision to effectuate the intent of the Parties.

17.08 **Confidentiality.** This Agreement and all notices, statements, correspondence, and other communications or documents relating to the negotiation and administration of this Agreement are non-public, confidential, and proprietary ("Proprietary Information"). Each Party shall keep such Proprietary Information strictly confidential for a period ending two (2) years after the expiration or termination of this Agreement, except as may be required to comply with any statute or order of a court or government agency having subject matter jurisdiction, the Parties shall not disclose, reveal or divulge any Proprietary Information to any person or entity without the prior written consent of the other Party.

17.09 **Audits.**

(a) **Accounting Audits:** Company shall have the right to audit Customer's accounting records and other documents relating to materials delivered by or on behalf of Customer for Company's account for any calendar year within the twenty-four (24) month period following the end of such calendar year. This provision shall continue in full force and effect for a period of twenty-four (24) months from the effective date of termination of this Agreement.

(b) **Field Audits:** Customer gives Company permission to periodically come onto Customer's property in order to audit the facility. Permission for ingress/egress includes personnel, vehicles, and other equipment deemed necessary by Company. Company has permission to perform all operating and maintenance functions associated with verifying the integrity and functionality of equipment, piping, and appurtenances. If, in Company's judgment, modifications are necessary in order to assure proper operation of the equipment, Company has permission to remove and/or replace pipe, fittings, and equipment at the Company's discretion and at the expense of the Customer.

17.10 **Waiver.** Any waiver by either Party of performance due by the other Party under the terms of this Agreement shall not operate as a waiver of any or all of such Party's rights with respect to all prior or subsequent obligations of the other Party.

17.11 **Entire Agreement.** This Agreement, as amended from time to time, constitutes the entire agreement between the Parties and supersedes all previous offers, negotiations, understandings and agreements between the Parties with respect to the subject matter hereof. There are no agreements, modifications, conditions or understandings, written or oral, expressed or implied, pertaining to the subject matter of this Agreement which are not contained in this Agreement.

IN WITNESS WHEREOF, Company and Customer have duly executed this Agreement to be effective as of the day and year first written above.

Equitrans, LP

Customer Name

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**TRANSMISSION INTERCONNECT AGREEMENT
Site Specific Data and Facility Responsibility Matrix
Appendix A**

This Appendix A is a part of the **Transmission Interconnect Agreement** ("Agreement") made and entered into on the [] day of [], [], by and between Peoples Natural Gas Company LLC ("Customer") with offices at 375 North Shore Drive, Suite 600, Pittsburgh, PA 15212, and Equitrans, LP, with offices at 625 Liberty Ave, Ste 1700, Pittsburgh, PA 15222 ("Company"). This Appendix A, in conjunction with the Agreement, provides for the establishment of all the interconnections on Company's system. This Appendix A can be updated for additional Delivery Points approved in accordance with the terms and conditions of the entire agreement. In this Appendix, Company and Customer are also referred to herein individually as a "Party" and collectively as the "Parties."

1.01 **Specifications.** Customer shall follow the "Minimum Engineering & Technical Specifications for Interconnect Facilities" set forth in Appendix B in designing and installing the proposed Interconnection Facilities. In addition to the minimum design specification and operating parameters set forth in Appendix B, the following specifications shall be followed:

- (a) **Delivery Point Data:** The table below provides for the list of meters covered under this agreement which may be updated from time to time in accordance with the terms and conditions of this Agreement. All meters in the Delivery Point table shall conform to the specifications listed in Table 1.01 (b).

Meter ID	Meter Name	GPS Coordinates	MAOP	MDQ (Mcf / Day)

- (b) **Responsibility for Interconnect Facility Equipment.** The following table establishes the design, construction, operation, maintenance and cost responsibility for certain aspects of the Interconnect Facilities. All of the following design responsibilities designated as the Customer's responsibility shall be incorporated into the design and construction of the Interconnect Facilities at Customer's sole cost.

STATION EQUIPMENT	REQUIRED	DESIGN	INSTALL	OWNERSHIP	OPERATE	MAINTAIN	SPECIAL PROVISIONS/ EQUIPMENT SPECS.
PIPING							
Pipeline-Tap & Valve	Yes	Company	Company	Company	Company	Company	
Inlet & Station Piping	Yes	Company	Company	Company	Company	Company	
Outlet & Station Piping	Yes	Customer	Customer	Customer	Customer	Customer	
Test Station - inlet piping	Yes	Company	Company	Company	Company	Company	
Test Station - outlet piping	Yes	Customer	Customer	Customer	Customer	Customer	
Corrosion coupon	Yes	Company	Company	Company	Company	Company	
GAS CONDITIONING							
Filter Separator	Yes	Customer	Customer	Customer	Customer	Customer	
Liquid Level Shutoff	No	Customer	Customer	Customer	Customer	Customer	
MEASUREMENT							
Meter & Meter Runs	Yes	Customer	Customer	Customer	Company	Customer	
Meter & Flow Control Risers, Valves, etc...	Yes	Customer	Customer	Customer	Company	Customer	
Electronic Measurement	Yes	Customer	Customer	Customer	Company	Customer	
GAS QUALITY							
Chromatograph	Yes	Customer	Customer	Customer	Company	Customer	
Continuous Sampler	No	Customer	Customer	Customer	Company	Customer	
H2O Dew Point Analyzer	Yes	Customer	Customer	Customer	Company	Customer	
Oxygen Analyzer	No	Customer	Customer	Customer	Company	Customer	
H2S Monitor	No	Customer	Customer	Customer	Company	Customer	
PRESSURE / FLOW CONTROL							
Primary Pressure Control	Yes	Customer	Customer	Customer	Customer	Customer	
Overpressure Device	Yes	Customer	Customer	Customer	Customer	Customer	
Emergency Valve	No	Customer	Customer	Customer	Company	Customer	
Flow Control Valve	No	Customer	Customer	Customer	Company	Customer	
Heat	No	Customer	Customer	Customer	Customer	Customer	
Check Valve	Yes	Customer	Customer	Customer	Customer	Customer	
ODORIZATION							
Odorizer & Controls	No	Customer	Customer	Customer	Customer	Customer	
MISCELLANEOUS							
Communication service	Yes	Customer	Customer	Customer	Customer	Customer	
Electrical Service	Yes	Customer	Customer	Customer	Customer	Customer	Solar Battery
Building - Gas Chromatograph	No	Customer	Customer	Customer	Customer	Customer	
Building - Odorizer	No	Customer	Customer	Customer	Customer	Customer	
Fence/Vehiele Barrier/Signage	Yes	Customer	Customer	Customer	Customer	Customer	
Air Permit	No	Customer	Customer	Customer	Customer	Customer	

- (c) **Design Specifications.** The Company will provide specifications for the Standard Interconnect Facility and made available on the Company's website. Fabrication of these facilities will be accepted only from a vendor approved by the Company and posted on the Company's website. The Customer shall verify that the meter sets are capable of measuring, regulating and delivering the volume of natural gas anticipated by the Customer. Under no circumstance, shall the inlet pressure from the Customer meter set exceed the set pressure established in Appendix A.
- (d) **As-built Drawings.** Customer shall develop an "as-built" location drawing of the Interconnect Facilities. For Delivery Points the "as-built" drawing shall include all facilities from the tie-in with the Company's pipeline facilities to the outlet side of the gas measurement facilities. This detailed drawing shall include centerline measurements, valve, regulator, meter identification, pipe size(s) and type(s), and telemetering details.

Customer shall provide a copy of this drawing (AutoCAD format) to the Company for review and approval prior to activation of Interconnect Facilities.

2.01 **Construction and Installation Fee.** For each new interconnect Customer shall pay Company a Construction and Installation Fee in the amount of the Company's annually reviewed tap Fee charge. The Fee to be paid prior to Company beginning design and construction of new interconnect. Fee includes one site visit to commission the metering equipment, if additional site visits are necessary they will be billed at \$500.00 per visit.

**Transmission Interconnect Agreement
Minimum Engineering & Technical Specifications
for Interconnect Facilities
Appendix B**

This Appendix B is a part of the **Transmission Interconnect Agreement** ("Agreement") made and entered into on the [] day of [], [], by and between Peoples Natural Gas Company LLC ("Customer") with offices at 375 North Shore Drive, Suite 600, Pittsburgh, PA 15212 and Equitrans, LP, a Division of EQT Corporation, with offices at 625 Liberty Avenue, Ste 1700, Pittsburgh, PA 15222 ("Company"). This Appendix B, in conjunction with the Agreement, contains the minimum engineering and technical specifications for the establishment of a new point of interconnection on Company's system. In this Appendix, Company and Customer are also referred to herein individually as a "Party" and collectively as the "Parties."

**ARTICLE I
DESIGN OF INTERCONNECT FACILITIES**

1.01 **General.** Customer shall be responsible for all aspects of the design and construction of the Interconnect, unless specifically noted otherwise by Company. All design and construction shall comply with 49 CFR 192 "Transportation of Natural and Other Gas by Pipelines: Minimum Federal Safety Standards", and ASME B31.8 Code for Pressures Piping, Gas Transmission and Distribution Piping Systems.

1.02 **Materials.** All material and equipment furnished for the Interconnect Facilities shall be new and shall satisfy (i) the generally accepted industry standards and (ii) the specifications set forth in Appendices.

1.03 **Site/Land Acquisition**

- (a) Customer shall provide, if required, a right of way necessary for the tie-in of proposed Interconnect facilities to existing Company-owned facilities that is free of all costs and from all claims and liabilities for damages arising out of installation or the construction of the facility. Customer shall provide Company with the necessary rights-of-way, permits, and related surface rights including the rights of ingress, egress and regress necessary to access the Interconnect Facilities
- (b) Customer and Company must agree beforehand to the location of the Interconnection as well as the final tie-in location.
- (c) Customer shall satisfy itself as to the character and types of surface and subsurface materials to be encountered in construction of the Interconnect.
- (d) Customer's right-of-way shall be cleared of all debris and obstructions before the Interconnect Facilities are tied into the Company's facilities.
- (e) The Interconnect Facilities shall be readily accessible, located in an area that is not susceptible to vehicular or other damage but as near as practical to the final tie-in point, and be enclosed within a locked fence or building.
- (f) All costs associated with Customer's obligations under this section shall be the Customer's responsibility.
- (g) To the extent that Company is at any time required to pay for such rights-of-way or such costs or claims or liabilities, then such amounts and related expenses shall be incorporated within the Initial Construction and Installation payment made under this Agreement.

1.1.05 **Freeze Prevention.** In circumstances where heavier hydrocarbons and/or water vapor may be present within the gas stream, Customer shall incorporate freeze protection measures into the design of the Interconnect Facilities. The method and design of the freeze protection measures shall be submitted to the Company for approval and no construction shall commence until such time as Customer receives written approval from Company. If Customer's freeze protection measures involve the use of natural gas for fuel, then the tap for such fuel supply line shall be made downstream of the Delivery Point, such that Customer bears the costs of the fuel. Freeze protection measures which may be acceptable to Company include the following:

- (a) Catalytic heaters / heat trace - for regulator bodies
- (b) Indirect water bath heaters - for large pressure cuts and large flow volumes
- (c) All gas provided and delivered to Company shall have a temperature of no less than 45° F.

1.06 **Regulating and Overpressure Protection.** Company may require regulation and shall require overpressure protection for Delivery Points under this Agreement. Such regulation shall deliver pressures suitable to pressures in Company's pipeline system. Company shall specify and/or approve the type of regulators to be used and shall specify, pressure ranges, and operating settings.

- (a) A primary pressure-limiting device shall be required whenever the Customer's pipeline system has the possibility of realizing pressures exceeding the Company's facility MAOP.

- (b) Overpressure protection devices shall be set such that pressures may not exceed the maximum allowable operating pressure for the facility into which Customer is delivering Gas.
- (c) Overpressure protection devices must be designed to prevent a single incident from affecting the operation of the Interconnect.
- (d) Security valves, monitor regulators, or control valves, should be used for overpressure protection.
- (e) Overpressure protection devices shall consist of a stand-alone valve operating on a pneumatic signal taken directly from the pipeline.
- (f) If pilot loaded valves are used, the pilots shall not bleed when they are not operating. Pilot bleeds should be routed to downstream piping.

1.07 **Control Valves**

- (a) Control valves shall be sized using the highest flow rate compounded with the lowest delivery pressure.
- (b) Company shall approve type and brand of pressure control and over pressure protection device.
- (c) Downstream taps for pressure control valves shall be noted on detail drawings.
- (d) A pressure transducer for stations designed with telemetry may be required.

1.08 **Miscellaneous Valves and Piping**

- (a) Blowdown valves shall be installed to provide for venting of all sections.
- (b) Meter header piping shall be sized for 1.5 times the total combined area of the total meter runs
- (c) Isolation valves will be installed on either side of regulators, meters, and control valves.
- (d) Piping shall be Standard Weight unless approved otherwise by Company

1.09 **Emergency Valve**. The design and installation shall include an emergency valve (ball valve preferred) located at least twenty-five (25) lineal feet (point to point) but not to exceed fifty (50) lineal feet from the tie-in with Company's pipeline facilities. The emergency valve shall be readily accessible, easily operated, and sufficiently marked for quick identification.

1.10 **Company tie-in and tap sizing**. Company shall provide for the sizing and actual installation of tap for tie-in of interconnect to Company facilities. Customer shall provide data necessary for the sizing of the tap.

1.11 **Gas Chromatograph**. Auxiliary equipment may be required for measurement of Btu variations. Company shall have the final decision as to the type of gas analysis required. An on-line chromatograph, designed for the specific type of gas and gas content applicable to the Interconnect shall be typically required.

1.12 **Dehydration**. Gas received by Company at interconnects shall contain a maximum water content of no more than seven (7) pounds per MMcf of gas. Customer shall consider the need for dehydration if water content exceeding this amount could be realized. Company has the right to discontinue and/or terminate any Agreement whereas water content of gas delivered exceeds this specified limit.

1.13 **Dew Point Tester**. When deemed necessary by Company, Customer shall incorporate an on-line dew point tester as part of the Interconnect Facilities. The unit shall be set to detect water content levels in excess of contractual specifications, which shall result in the automated closure of an in-line valve thereby preventing further delivery of gas into system. Valve shall remain closed until an acceptable water moisture content of the gas can be provided.

1.14 **Corrosion Coupon Tap**. When specified by Company, Customer shall provide for a 1" valve tap for installing corrosion coupons.

1.15 **Check Valve**. All interconnects shall be installed with a check valve of some type so as to assure gas flow in the direction proposed by the Agreement, unless station is specifically designed for bi-directional flows.

1.16 **Odorization**. Company may require the use of artificial odorization. When the Company directs Customer to odorize the gas, the following requirements must be observed:

- (a) The odorant must enter the gas downstream of the meters and regulators.
- (b) Odorizing equipment must be located so as not to be in the prevailing upwind position of populated areas.
- (c) Proportional to flow type odorizers are preferred. Company shall have final authorization as to the type of odorizer utilized.
- (d) Type of odorant must be approved by Company and must be acceptable to Company facilities.

1.17 **Noise Control**. Noise levels at the Interconnect shall not exceed the limitations established by the Occupational Safety and Health Administration. Furthermore, following installation, any changes in the environment and/or local ordinances requiring the need for revisions to, or the installation of additional noise control shall be installed at the expense of the Customer.

- 1.18 **Building, fences, and site security**
- (a) Buildings, or shelters, shall be provided to protect electronic gas measurement and control equipment, as well as to act as noise barriers, protection from damage, and for meeting compliance with local ordinances.
 - (b) All interconnect sites shall be fenced, consisting of chain link fencing eight feet (8') in height complete with three (3) strands of barbed wire, and at a minimum; one pedestrian gate and one truck gate installed at opposing ends of the site.
 - (c) The site selected must be large enough to hold all equipment and accommodate all activities required for normal maintenance operations.
 - (d) Proper signage shall be provided and maintained by the customer.
- 1.19 **Power and telephone.** If required, Customer shall provide for electric power and telephone at site.

ARTICLE II
INSTALLATION, TESTING, and INSPECTION

- 2.01 **Installation.**
- (a) Gas piping shall be fabricated in accordance with API 1104
 - (b) Piping equal to and larger than 2-3/8" O.D. shall be butt welded or flanged.
 - (c) All instrument or control tubing shall meet the requirements of ASTM-A269, Grade 304 stainless steel with compression ferrule type fittings. Tubing shall be a minimum of 22 gauge. All bends shall be wrinkle free. All tubing shall be separated and supported at a maximum of 5 ft. intervals.
 - (d) All threaded fittings should be chased after installation
 - (e) All welding shall be performed by a qualified welder following welding procedures that would satisfy the requirements of 49 CFR Part 192. Copies of weld procedures and welder certifications must be provided to Company in regards to any and all jurisdictional welds (i.e., welds that are subject to the provisions of 49 CFR Part 192) performed on the interconnect. All jurisdictional welds shall be performed in accordance with API-1104 (latest approved edition).
 - (f) All above ground facilities shall be painted with at least one coat of primer and one coat of acrylic enamel paint, per Company paint specifications.
- 2.02 **Testing**
- (a) All facilities shall be tested in accordance with specifications provided by Company. Company shall specify *minimum test pressure and test duration*. Tests shall be conducted using a recording chart of which Company shall receive original or a clear copy of the original test chart.
 - (b) Company shall not activate interconnect until a copy (or original) of test chart has been received and approved.
- 2.03 **Inspection**
- (a) Company reserves the right to inspect all facilities during installation.
 - (b) Prior to startup of construction, three days notice shall be provided to Company
 - (c) All girth welds must be 100% radiographically inspected and approved.
 - (d) Customer shall be responsible for all expenses, including inspection by Company, relative to construction inspections of facility.

**Transmission Interconnect Agreement
Inspections and Gas Quality
for Interconnect Facilities
Appendix C**

This Appendix C is a part of the **Transmission Interconnect Agreement** ("Agreement") made and entered into on the [] day of [], [], by and between Peoples Natural Gas Company LLC ("Customer") with offices at 375 North Shore Drive, Suite 600, Pittsburgh, PA 15212, and Equitrans, LP, with offices at 625 Liberty Avenue, Ste 1700, Pittsburgh, PA 15222 ("Company"). This Appendix C, in conjunction with the Agreement, contains the inspections and gas quality specifications for the establishment of a new point of interconnection on Company's system. In this Appendix, Company and Customer are also referred to herein individually as a "Party" and collectively as the "Parties."

**ARTICLE I
ROUTINE INSPECTIONS OF INTERCONNECT FACILITIES**

1.01 **Interconnect Maintenance.** Company shall have the right to periodically inspect Customer's records and the Interconnect Facilities to verify that all operating and maintenance functions are being performed effectively. If Customer cannot provide adequate documentation or if Customer's operating and maintenance procedures are inadequate as determined by Company, Customer will have seventy-two (72) hours to produce proper documentation and/or revise inadequate procedures. If, after the seventy-two hour period, documentation is not provided and/or procedures are not modified, Company retains the right to take further action as it deems necessary including the right to shut-in the facility until adequate documentation/procedures have been verified and secured.

1.02 **Changes to Interconnect.** The Customer has an obligation to notify the company in writing 24 hours prior to changes to Customer Facilities that would impact the Interconnect Facility, Company Facility, or gas composition and the Company shall have the right to reject changes to the facility. Company retains the right to take action as it deems necessary including the right to shut-in the facility in the event notification does not occur. The cost of any damages as a result of changes to Customer Facilities will be borne entirely by the Customer.

1.03 **Interconnect Operations.** The Company shall have the right to shut in the meter set immediately if equipment is not operating properly, an overpressure condition exists, design limitations are exceeded, or safe operating conditions are compromised. Furthermore, the Company has the right to keep the meter shut in until the Customer makes the necessary provisions to rectify the situation. If the abnormal conditions repeatedly arise, the Company has the right to shut in the meter set indefinitely.

1.04 **Interconnect Inspections.** The Company shall have the right to inspect the Interconnect Facility including but not limited to the following: calibrate the meter; inspect regulators; inspect valves; and inspect and calibrate gas quality facilities. If during the course of these inspections, the Company determines that installation procedures were not followed, equipment was not maintained, or equipment was modified to not comply with specifications established in this agreement, the Company has the right to shut in the meter set until corrective actions by the Customer occur and additional inspections performed. If continued inspection violations occur, the Company has the right to shut in the meter set indefinitely.

1.05 **Meter Tampering.** If the Customer tampers with the measurement equipment so as to misrepresent the true volume of gas delivered or received at this meter set, the Company has the right to immediately shut in the meter set. It will remain shut in until the Company and Customer reach an amicable agreement as to the most accurate volume of gas delivered during the period in question. If the Company determines that measurement equipment has been tampered with on a repeated basis, the Company has the right to shut in the production meter set indefinitely.

1.06 **Regulator Tampering.** If the Customer tampers with the regulation equipment so as to exceed the set pressure established in this agreement, the Company has the right to immediately shut in the meter set. It will remain shut in until the Company reestablishes the regulator set pressure. If the Customer exceeds the pipeline MAOP set forth in this agreement, the Company has the right to shut in the Customer indefinitely. Repeated violations of the set pressure by the Customer will result in indefinite shut in. Damages as a result of set pressure violations are the responsibility of the Customer and the meter set shall be shut in until damages are paid in full.

1.07 **Telemetry.** The electronic gas measurement and communications equipment installed as part of the Interconnect Facilities shall include equipment for monitoring, recording, and transferring data deemed essential by Company. Customer shall arrange for the electronic gas measurement and communications equipment to provide Company, at a minimum, real-time information related to pressure, temperature, gas flow and gas quality (i.e., chromatograph). The equipment to provide Company, at a minimum, real-time information related to pressure, temperature, gas flow and gas quality (i.e., chromatograph and moisture analyzer). The Customer is required to maintain telemetry equipment (including: replacing batteries; removing communication obstacles; and repairing equipment) to provide reliable communication to the Company. If the Company determines that telemeter equipment has not been maintained on a repeated basis, the Company has the right to shut in the production meter set indefinitely.

EXHIBIT D-3

Form of Farm Tap Agreement

REIMBURSEMENT, CONSTRUCTION, OWNERSHIP AND OPERATION AGREEMENT

BETWEEN

EQUITRANS, L.P.

AND

PEOPLES NATURAL GAS COMPANY LLC

FOR

VARIOUS DELIVERY POINT FARM TAP INTERCONNECTS

THIS AGREEMENT is made and entered into as of this ___ day of _____ 201[___], by and between Equitrans, L.P., having its headquarters located at 625 Liberty Ave, Suite 1700, Pittsburgh, PA 15222 (hereinafter referred to as "Company"), and Peoples Natural Gas Company LLC, the interconnecting party, with its headquarters located at 375 North Shore Drive, Suite 600, Pittsburgh, PA 15212 (hereinafter referred to as "Customer"). Company and Customer are also referred to herein individually as a "Party" and collectively as the "Parties".

WITNESSETH

WHEREAS, Company transports natural gas through its pipeline facilities pursuant to its Federal Energy Regulatory Commission ("FERC") Gas Tariff ("Company Tariff"); and,

WHEREAS, Customer and Company desire to enter into an Agreement to define the ownership, operation and maintenance of numerous delivery point interconnections to serve individual Farm Tap Customers including any Free Gas Customers (collectively herein referred to as "Farm Tap Customers") between the Company's interstate pipeline facilities and the distribution facilities of the Customer ("Farm Tap Interconnect").

NOW THEREFORE, in consideration of the mutual covenants contained herein, and with the intent to be legally bound hereby, Company and Customer agree that, unless otherwise specifically noted, Company and Customer will perform the functions and assume the responsibilities as detailed and provided by this Agreement.

ARTICLE I

LOCATION, OWNERSHIP AND OPERATION OF FARM TAP INTERCONNECT FACILITIES

1.01 **Interconnect Facilities**. The Interconnect shall consist of the installation of those facilities required to deliver gas to the Customer, together such facilities collectively comprising the "Interconnect Facilities." Customer is fully responsible for determining the design of the Interconnect Facilities necessary to provide safe and reliable distribution service to Farm Tap Customers. Such Interconnect Facilities shall consist of accurate gas measurement facilities and in some cases may also consist of the following:

- (a) line tap;
- (b) telecommunications equipment;
- (c) gas quality monitoring equipment;
- (d) flow control;
- (e) corrosion coupon;
- (f) certain piping between the hot tap valve flange and insulated/welded tie-in connection; and
- (g) pressure regulation and control;
- (h) overpressure protection;
- (i) odorization; and
- (j) heaters

1.02 **Location**. The Interconnect(s) shall be located at existing site as of the date of this agreement. In the event it is determined that it is necessary to relocate a meter so that it is closer to Company's facilities due to high lost and unaccounted for gas, Customer shall be responsible for all costs associated with the relocating the meter or replacing the pipeline extending from Company's facilities.

1.03 **Customer Responsibilities.** With the exception of the line tap, the Interconnect Facilities shall be owned, operated, and maintained by Customer. The pipeline from the line tap to the Interconnect Facilities is also to be owned, operated, and by Customer.

1.04 **Reimbursement.** All current and future costs associated operation, maintenance and modification of Farm Tap Interconnect Facilities shall be the Customer's responsibility.

1.05 **System Modifications.** Nothing in this agreement shall preclude Company from modifying or relocating its facilities. Any costs to maintain service to Farm Tap Customers as a result of the Company's system modifications or relocation of assets is solely the responsibility of Customer. Company will provide Customer with advance notification of no less than six (6) months prior to any modification or relocation of its facilities that will affect the provision of service to Customer.

ARTICLE II **MEASUREMENT AND GAS QUALITY**

2.01 **Farm Tap Measurement Quantities.** Customer is responsible for providing to Company the calendar month measurement volumes (in Mcf) for each Farm Tap Customer listed in Exhibit A of this agreement. The monthly quantities will be provided in an electronic format as designated by Company for each individual Farm Tap Customer by the 5th day of the month following the month in which gas flowed to customers. In the event service to a Farm Tap Customer is suspended or terminated, Customer will provide notice to Company within 5 days of suspension or termination. Company will be responsible for assigning a BTU value to the gas delivered to Farm Tap Customer to arrive at a monthly Dth consumption and shall provide to Customer, at Customer's request, supporting documentation regarding the calculation of a BTU value.

2.02 **Audit Rights:** Company shall have the right to perform annual audits on the monthly volumes provided by Customer to ensure accuracy of the data submitted.

2.03 **Meter Calibration:** All Farm Tap Meters must be calibrated or replaced by Customer every [5] years to ensure accuracy of measurement. Customer will invite Company to witness calibration test of Farm Tap Meters. In the event a Farm Tap Meter is showing volumes that are not in line with historical weather adjusted consumption, Company can request the meter be calibrated and Customer shall comply with such request.

2.04 **Separate Agreements for Gas Deliveries.** Customer agrees to execute all applicable gas delivery agreements with Company prior to receiving gas from Company's pipeline system.

2.05 **Gas Quality.** Gas quality should meet the requirements as set forth in the applicable Company Tariff.

ARTICLE III **NOTICE**

3.01 **Notices.** Following execution and activation of this Agreement, all communications, invoices and payments ("Notices") required hereunder may be sent by facsimile, a nationally recognized overnight courier service, hand delivered or via first class mail.

Equitrans, L.P.
625 Liberty Avenue Suite 1700
Pittsburgh, Pennsylvania 15222-3111

Peoples Natural Gas Company LLC
PO Box 535323
Pittsburgh, Pennsylvania 15253-5323

Attention: Transportation Services Department
Phone: (412) 395-3245
Facsimile: (412) 395-3347
Email: eqtequitranst&e@eqt.com

Attention: _____
Phone: _____
Facsimile: _____
Email: _____

3.02 **Receipt of Communications.** Any notice required or permitted under this Agreement shall be in writing. Notice shall be deemed to have been received (i) when transmitted by facsimile ("FAX") transmission, upon the sending Party's receipt of its facsimile's confirmation thereof, (ii) when sent by overnight mail or courier, on the next business day after it was sent or such earlier time as is confirmed by the receiving Party, (iii) when delivered by hand, at the time it is delivered to an officer or to a responsible employee of the receiving Party, (iv) when delivered via First Class Mail, two (2) business days after mailing, and (v) when delivered by electronic means such as e-mail at the time of delivery. Any FAX communication shall be promptly confirmed by mail. Either Party may change its address, telephone number, e-mail address or FAX number at any time by promptly giving written notice of such change to the other Party. Either Party may modify any notice information specified above by written notice to the other Party.

ARTICLE IV
INDEMNITY

4.01 **Damages.** In no event will either party be responsible to the other party, either under this **Article IV** or under any other term or provision of this agreement, for incidental, consequential, special, or punitive damages.

4.02 **Indemnity.** Customer agrees to indemnify Company, its officers, directors, affiliates, agents, employees and contractors against any liability, loss (including attorney's fees, expenses, and costs of suit) or damage whatsoever (including, without limitation, claims for royalties, taxes, fees or other charges) arising in connection with Company's provision of services hereunder and (i) to the extent caused in whole or in part by the negligence or willful misconduct of Customer; or (ii) to the extent caused or relating to the condition or quality of the Gas prior to its delivery to Company at the Interconnect.

ARTICLE V
MISCELLANEOUS

5.01 **Assignment of this Agreement.** This Agreement shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of the respective parties hereto, and the covenants, conditions, rights and obligations of this Agreement shall run for the full term of this Agreement. No assignment of this Agreement, in whole or in part, will be made without the prior written consent of the non-assigning party, which consent will not be unreasonably withheld or delayed; provided, either party may transfer its interest to any parent or affiliate by assignment, merger or otherwise without the prior approval of the other party. Upon any transfer and assumption, the transferor shall not be relieved of or discharged from any obligations hereunder.

5.02 **Choice of Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, without regard to the State's conflict of laws principles. This Agreement shall be deemed to have been executed in Pennsylvania.

5.03 **Construction of this Agreement.** No presumption shall operate in favor of or against either Party as a result of any responsibility either Party may have had for drafting this Agreement.

5.04 **Execution.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. As used herein, the singular of any term shall include the plural.

5.05 **Captions.** The article and section captions of this Agreement are for purposes of reference only and shall not affect the meaning of any provision of this Agreement.

5.06 **Amendments.** This Agreement may only be amended or modified by written instrument signed by the duly authorized representatives of Customer and Company.

5.07 **Severability.** If any provision of this Agreement is held by any court of competent jurisdiction to be illegal, invalid, unenforceable, or in conflict with any law of the Commonwealth of Pennsylvania, the validity of the remaining provisions of this Agreement shall not be affected, and the rights and obligations of the Parties shall continue in full force and effect to the full extent permitted by law. If any provision of this Agreement is held invalid, illegal, unenforceable or in conflict with any Pennsylvania law, the Parties shall meet promptly and negotiate in good faith a replacement provision to effectuate the intent of the Parties.

5.08 **Waiver.** Any waiver by either Party of performance due by the other Party under the terms of this Agreement shall not operate as a waiver of any or all of such Party's rights with respect to all prior or subsequent obligations of the other Party.

5.09 **Entire Agreement.** This Agreement, as amended from time to time, constitutes the entire agreement between the Parties and supersedes all previous offers, negotiations, understandings and agreements between the Parties with respect to the subject matter hereof. There are no agreements, modifications, conditions or understandings, written or oral, expressed or implied, pertaining to the subject matter of this Agreement which are not contained in this Agreement.

5.10 **Term.** This Contract shall become effective upon its execution by both Company and Customer and shall continue in force from the date Gas is first delivered unless terminated by either Party at least thirty (30) days prior written notice.

5.11 **Disconnection.** In the event either Party desires to disconnect its facilities from the other, including in the event of abandonment, retirement or cessation of operations of the subject facilities, the initiating Party shall tender not less than sixty (60) days advance written notice to the other Party of such intent, and upon such disconnection of facilities, this Agreement shall terminate with respect to such Interconnect. Company shall not disconnect the facilities of Customer except to the extent required in connection with any modification or relocation of Company's facilities in accordance with Section 1.05 or any material breach by Customer of this Contract. Each Party shall be responsible for all costs of abandonment and/or removal of their respective facilities. Customer shall be responsible for any conversion costs or abandonment of service costs associated with any Farm Tap Customers. At any time after the termination of this Agreement, Company and Customer shall have the right to remove its facilities. Any disconnection shall be in accordance with the requirements of any regulatory agency, including FERC, having jurisdiction.

IN WITNESS WHEREOF, Company and Customer have duly executed this Agreement to be effective on this day and year first written.

Equitrans, LP

Peoples Natural Gas Company, LLC

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

FARM TAP INTERCONNECTS
Exhibit A

Meter Number	Name	GPS Coordinates