

AGENCY AGREEMENT

This Agency Agreement (this “**Agreement**”) is entered into as of the Effective Start Date (as defined below) by and between _____ (“**Principal**”) and _____ (“**Agent**”). Each of Principal and Agent are referred to herein as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, Principal has rights and obligations with **EQM Gathering Opco, LLC** (“**Gatherer**”) as set forth in one or more Gathering Service Agreements (“**GSA(s)**”);

WHEREAS, Principal desires to delegate to Agent the power and authority to exercise certain enumerated rights and perform certain enumerated obligations of Principal pursuant to the GSA(s); and

WHEREAS, Agent desires to exercise such rights and perform such obligations pursuant to the GSA(s) as agent for and on behalf of Principal.

NOW THEREFORE, in consideration of the foregoing and such other good and valuable consideration as the Parties agree, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I DEFINITIONS AND INTERPRETATION

Section 1.1 **Definitions.** For all purposes of this Agreement, unless otherwise required by the context in which any defined term appears, the following capitalized terms have the meanings specified in this Article I:

“**Affiliate**” means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries or otherwise, controls, is controlled by, or is under common control with such Person. For purposes of this definition, “control” (and the correlative terms “controlling”, “controlled by” and “under common control with”) means the direct or indirect ownership of fifty percent (50%) or more of the voting rights in a Person or the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities or otherwise.

“**Agency Business Functions**” has the meaning set forth in Section 4.1. The Agency Business Functions subject to this Agreement are set forth in Exhibit A.

“**Agent**” has the meaning set forth in the Preamble.

“**Agreement**” has the meaning set forth in the Preamble.

“**Applicable Law**” means any applicable constitutional provision, statute, act, code, law, regulation, rule, ordinance, order, decree, ruling, proclamation, resolution, judgment, decision, declaration, or interpretative or advisory opinion or letter of a Governmental Authority having valid jurisdiction, in each case as in effect on and as interpreted on the Effective Date.

“**Business Day**” means any Day other than a Saturday, a Sunday or a holiday on which commercial banks in Pittsburgh, Pennsylvania are closed.

“**Claims**” has the meaning set forth in Article VII.

“**Day**” means a period of twenty four (24) consecutive hours beginning at 12:00 a.m.

“**Effective Start Date**” is the first Day of the Month set forth as the “Effective Start Date” in Exhibit A.

“**End Date**” is the last Day of the Month set forth as the “End Date” in Exhibit A.

“**Gas Management System**” means Gatherer’s electronic nominations/flowing gas/invoicing system that supports nominations, confirmations, pre-determined allocation methods and customized reporting for services provided pursuant to a GSA.

“**Gatherer**” has the meaning set forth in the Recitals.

“**Gatherer Indemnitees**” has the meaning set forth in Article VII.

“**Governmental Authority**” means any nation or government, any state, city, municipality or political subdivision thereof, any federal or state court and any other agency, body, authority or entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government; provided, however, that such term shall not include any entity or organization that is engaged in industrial or commercial operations and is wholly or partly owned by any government.

“**GSA(s)**” has the meaning set forth in the Recitals. The GSA(s) subject to this Agreement are set forth in Exhibit A.

“**Losses**” has the meaning set forth in Article VII.

“**Month**” means a period of time beginning on the first Day of a calendar month and ending immediately prior to the commencement of the first Day of the next calendar month.

“**Party**” or “**Parties**” has the meaning set forth in the Preamble.

“**Person**” means a natural person, corporation, limited liability company, partnership, joint venture, trust, estate, unincorporated organization or other person, including a Governmental Authority.

“**Principal**” has the meaning set forth in the Preamble.

“**Term**” has the meaning set forth in Article III.

Section 1.2 Interpretation. In construing this Agreement:

- (A) no consideration shall be given to the fact or presumption that either Party had a greater or lesser hand in drafting this Agreement;
- (B) examples shall not be construed to limit, expressly or by implication, the matter they illustrate;
- (C) the word “includes” and its syntactic variants mean, unless otherwise specified, “includes, but is not limited to” and corresponding syntactical variations;
- (D) words such as “herein,” “hereby,” “hereafter,” “hereof,” “hereto” and “hereunder” refer to this Agreement as a whole and not to any particular article, section or provision of this Agreement;
- (E) whenever the context requires, the plural shall be deemed to include the singular, and vice versa;
- (F) all of the Exhibits referred to in this Agreement are part of this Agreement and each Exhibit is hereby incorporated into the body of the Agreement as if set forth in full therein;

- (G) references to a Person are also to its permitted successors and permitted assigns;
- (H) all references in this Agreement to Exhibits, Articles and Sections refer to the corresponding Exhibits, Articles and Sections of this Agreement unless expressly provided otherwise;
- (I) unless expressly stated otherwise, the word “or” is not exclusive;
- (J) whenever this Agreement refers to a time of Day, such time shall refer to Central Time in the United States of America;
- (K) whenever this Agreement refers to a number of Days, such number shall refer to calendar days unless Business Days are specified; and
- (L) any agreement, instrument or Applicable Law defined or referred to herein means such agreement, instrument or Applicable Law as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of Applicable Laws) by succession of comparable successor Applicable Laws and reference to all attachments thereto and instruments incorporated therein.

ARTICLE II AGREEMENT

Section 2.1 Agreement. This Agreement is solely between the Parties; provided, however, that this Agreement shall not be deemed effective, and shall neither have nor convey any binding authority in respect of a GSA or Gatherer, unless and until Gatherer has (A) received from Principal, at least five (5) Business Days prior to the Effective Start Date, an executed copy of this Agreement and (B) countersigned and returned such copy prior to the Effective Start Date. Unless Gatherer expressly agrees otherwise, if Principal fails to provide Gatherer with an executed copy of this Agreement at least five (5) Business Days prior to the Effective Start Date, then the Effective Start Date shall be delayed until the first Day of the subsequent Month. The Parties understand and agree that Gatherer has no obligation to accept or allow Principle’s delegation to Agent hereunder.

Section 2.2 Regulatory Authorization. This Agreement shall be subject to all Applicable Laws and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations from the applicable Governmental Authorities upon terms acceptable to Gatherer in its sole discretion.

Section 2.3 Precedence. Notwithstanding anything to the contrary herein, the Parties agree that they shall at all times comply with all provisions of the GSA(s). In the event of a conflict between the provisions of this Agreement and the provisions of any GSA, the provisions of such GSA shall govern.

ARTICLE III TERM

This Agreement shall commence on the Effective Start Date and shall remain in effect until the End Date (such period referred to herein as the “**Term**”).

ARTICLE IV AGENCY

Section 4.1 Delegation of Authority. During the Term, Principal delegates to Agent the power and authority only to exercise the enumerated rights and/or perform the enumerated obligations pursuant to the GSA(s), all as set forth in Exhibit A (“**Agency Business Functions**”). Principal authorizes Agent to manage the Agency Business Functions for and on behalf of Principal pursuant to Principal’s rights and authority to use the Gas Management System, as such Agency Business Functions are permitted and described thereon.

Section 4.2 Reservation of Authority. Except for the Agency Business Functions, Principal reserves to itself all power, authority and rights granted to it under the GSA(s). Principal shall remain solely responsible and liable to Gatherer for all of its obligations under the GSA(s), including, but not limited to, the Agency Business Functions and all payments to Gatherer of all fees and charges for any services rendered under the GSA(s).

Section 4.3 No Delegation of Authority Prohibited by Applicable Law. Principal does not delegate any power, authority or right that would in any manner be prohibited by, contrary to or inconsistent with Applicable Law. To the extent any delegation of Principal's power, authority or rights hereunder are in any manner prohibited by, contrary to or inconsistent with Applicable Law, such delegation shall be deemed void and of no force and effect.

Section 4.4 Agent's Acceptance. Agent accepts its designation and appointment as agent for Principal and shall act as agent for and on behalf of Principal in accordance with the terms hereof.

Section 4.5 Communications. Agent shall clearly specify that it is acting for and on behalf of Principal in all communications or actions performed hereunder. Communications with or actions by Agent shall be deemed communications with or actions by Principal. Principal accepts and agrees that Gatherer may rely on all such communications by Agent for and on behalf of Principal rendered under the terms of this Agreement. If any communications or actions of Principal and Agent are deemed by Gatherer in its sole discretion to be inconsistent or conflicting in respect of the Agency Business Functions or the GSA(s), then the Parties understand and agree that Gatherer may comply with the communication or action of either Party in its sole discretion; provided, however, that Gatherer shall not be required to comply with any communication or action that is deemed by Gatherer in its sole discretion to be inconsistent with any GSA.

Section 4.6 Principal's Obligations. Principal shall render Agent all reasonable assistance necessary, and shall at all times cooperate with Agent, for Agent to exercise the power and authority delegated to it under this Agreement.

ARTICLE V TERMINATION

Section 5.1 Early Termination. This Agreement shall be terminated immediately upon the occurrence of any of the following:

- (A) written notice of termination from either Party to Gatherer (for whatever reason, with or without cause); or
- (B) written notice from Gatherer to Principal stating that Gatherer no longer accepts Principal's delegation to Agent of Principal's authority under any GSA (for whatever reason, with or without cause).

Section 5.2 Rights and Obligations Upon Termination. Upon any expiration or termination of this Agreement, Agent shall as soon as practicable deliver to Principal at Principal's principal place of business all records, documents, accounts, files and other materials of or pertaining to this Agreement or any GSA. The expiration or termination of this Agreement shall not relieve any Party of liability that has accrued or arisen prior to the date of such expiration or termination.

ARTICLE VI REPRESENTATIONS AND WARRANTIES

Section 6.1 The Parties' Representations and Warranties. Each Party represents and warrants to the other Party that, as of the Effective Start Date:

- (A) it is duly organized and validly existing under the laws of the state of its organization and has all requisite power and authority to own its assets and conduct its business as presently conducted or proposed to be conducted under this Agreement;
- (B) it has the power and authority to execute and deliver this Agreement, to consummate the transactions contemplated hereby and to perform its obligations hereunder; and
- (C) it has taken all necessary action to authorize its execution, delivery and performance of this Agreement, and this Agreement constitutes the valid, legal and binding obligation of such Party enforceable against it in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, moratorium or similar laws affecting the rights of creditors or by general equitable principles (whether considered in a proceeding in equity or at law).

**ARTICLE VII
INDEMNIFICATION**

EACH PARTY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS GATHERER AND ITS AFFILIATES AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES (COLLECTIVELY, THE “**GATHERER INDEMNITEES**”) FROM AND AGAINST, AND NO GATHERER INDEMNITEE SHALL BE RESPONSIBLE FOR, ANY AND ALL LOSSES, DAMAGES, LIABILITIES, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING COURT COSTS, EXPERTS' AND ATTORNEYS' FEES) (COLLECTIVELY, "**LOSSES**") AND CLAIMS, DEMANDS, PROCEEDINGS, ACTIONS, CAUSES OF ACTION AND SUITS (COLLECTIVELY, "**CLAIMS**") ARISING IN WHOLE OR IN PART BY REASON OF SUCH PARTY'S (I) ACTUAL OR ASSERTED FAILURE TO COMPLY WITH ANY APPLICABLE LAW, THIS AGREEMENT OR THE GSA(S), INCLUDING BUT NOT LIMITED TO LOSSES AND CLAIMS ASSESSED BY GOVERNMENTAL AUTHORITIES, OR (II) ACTIONS OR INACTIONS UNDER THIS AGREEMENT OR THE GSA(S).

**ARTICLE VIII
NOTICES**

Section 8.1 Notices and Communications. All notices, communications and correspondence hereunder shall be directed to Agent, Principal or Gatherer, as applicable, as follows:

If to Principal:

Contact Person: _____
 Address: _____
 Telephone: _____ Fax: _____
 Email Address: _____

If to Agent:

Contact Person: _____
 Address: _____
 Telephone: _____ Fax: _____
 Email Address: _____

If to Gatherer:

Contact Person: Gas Transportation Department
Address: 625 Liberty Avenue, Suite 1700, Pittsburgh PA 15222-3111
Telephone: (412) 395-3230 Fax: (412) 395-3347
Email Address: egtgathering@egt.com

Section 8.2 Effective Time of Notice. A notice sent by facsimile transmission or electronic mail shall be deemed received by the close of the Business Day on which such notice was transmitted, or such earlier time as confirmed by the receiving Party or Gatherer, as applicable. Notice by overnight mail or courier shall be deemed to have been received two (2) Business Days after it was sent or such earlier time as confirmed by the receiving Party or Gatherer, as applicable.

**ARTICLE IX
ASSIGNMENT**

Section 9.1 No Assignment. Neither Party shall assign its rights and obligations under this Agreement (in whole or in part) to another Person.

Section 9.2 Purported Assignments Void. Any purported assignment in violation of Section 9.1 shall be void and of no force and effect.

**ARTICLE X
MISCELLANEOUS**

Section 10.1 Merger. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior agreements, conditions, understandings, representations and warranties between the Parties, whether written or oral.

Section 10.2 Jurisdiction and Venue. This Agreement is governed by, subject to and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to any conflict of law rules. Any action brought in respect of this Agreement must be brought in the state or federal courts sitting in Allegheny County, Pennsylvania. The Parties waive the right to a jury trial.

Section 10.3 Non-Waiver. No waiver by either Party of any one or more defaults by the other in the performance of any of the provisions of this Agreement shall be construed as a waiver of any other default or defaults, whether of a like kind or different nature.

Section 10.4 Severability. If any term of this Agreement is determined to be illegal or unenforceable, the other terms shall remain in full force and effect.

Section 10.5 Amendments. No amendment, modification or change to this Agreement shall be enforceable unless reduced to writing and executed by each of the Parties.

Section 10.6 Disclosure. Neither Party shall divulge the terms of this Agreement to any Person (except for Gatherer) without the written consent of the other party except as (A) required by Applicable Law or Governmental Authority, or (B) in a business transaction involving this Agreement. In the event disclosure is permitted under this Section 10.6, the disclosing party shall take reasonably prudent steps to preserve and maintain confidentiality, including securing the necessary confidentiality/non-disclosure agreements from the parties to whom such information is disclosed.

Section 10.7 Cumulative Rights and Remedies. Except as expressly provided herein, the rights and remedies created by this Agreement are cumulative and in addition to any other rights or remedies available at law or in equity.

Section 10.8 No Third Party Beneficiary. It is expressly understood that there is no third party beneficiary to this Agreement, and that the provisions of this Agreement do not create enforceable rights in anyone who is not a Party hereto.

Section 10.9 Survival. The provisions set forth in Section 5.2, Article VII, Article VIII and Article X shall survive any termination of this Agreement.

Section 10.10 Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[Next page is signature page]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Start Date.

(Full Legal Name of Principal)

(Full Legal Name of Agent)

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Gatherer hereby executes this Agreement for the express purpose of acknowledging the provisions applicable to it.

EQM Gathering Opco, LLC

Signature: _____

Name: _____

Title: _____

EXHIBIT A
to the
AGENCY AGREEMENT

Effective Start Date: _____ (must be the first Day of the Month)

End Date: _____ (must be the last Day of the Month; provided, however, if the Agreement is to have no end date, insert "Evergreen" as the End Date)

Full Legal Name of Principal: _____

Full Legal Name of Agent: _____

I. Agency Business Functions on Gathering System(s):

System Functions Delegated to Agent (Check all that apply)	Allow agent to view only or to update? (Circle One)	Delegate System Function for All Contracts? (Circle One)	If "NO", specify which contracts to delegate system functions:
Nominations and Confirmations	<input type="checkbox"/> VIEW or UPDATE	YES or NO	_____
Review of Invoices*	<input type="checkbox"/>	YES or NO	_____

*Note: measurement data is included on gathering invoices.