

## AGENCY AGREEMENT

This **AGENCY AGREEMENT** (“**Agency 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 **EQUITRANS, LP** (“Transporter”) as set forth in one or more service agreements (“Agreements”) pursuant to Transporter’s effective Federal Energy Regulatory Commission (“FERC”) Gas Tariff (“Tariff”);

**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 Agreement(s); and

**WHEREAS**, Agent desires to exercise such rights and perform such obligations pursuant to the Agreement(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, and intending to be legally bound, the Parties hereby agree as follows:

### ARTICLE I DEFINITIONS AND INTERPRETATION

Section 1.1 Definitions. For all purposes of this Agency Agreement, unless otherwise required by the context in which any defined term appears, the following capitalized terms shall 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 Agreement**” has the meaning set forth in the Preamble.

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

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

“**Agreement(s)**” 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 of this Agency Agreement.

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

“**Effective Start Date**” 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.

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

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

“**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.

“**Losses**” has the meaning set forth in Article VII of this Agency Agreement.

“**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.

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

“**Term**” has the meaning set forth in Article III of this Agency Agreement.

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

“**Transporter Indemnitees**” has the meaning set forth in Article VII of this Agency Agreement.

Section 1.2      Interpretation. In construing this Agency Agreement:

- (A) no consideration shall be given to the fact or presumption that either Party had a greater or lesser hand in drafting this Agency 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 Agency Agreement as a whole and not to any particular article, section or provision of this Agency 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 Agency Agreement are part of this Agency Agreement and each Exhibit is hereby incorporated into the body of this Agency 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 Agency Agreement to Exhibits, Articles and Sections refer to the corresponding Exhibits, Articles and Sections of this Agency Agreement unless expressly provided otherwise;
- (I) unless expressly stated otherwise, the word “or” is not exclusive;
- (J) whenever this Agency Agreement refers to a time of Day, such time shall refer to Central Time in the United States of America;
- (K) whenever this Agency 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 Agency Agreement is solely between the Parties; provided, however, that this Agency Agreement shall not be deemed effective, and shall neither have nor convey any binding authority in respect of the Agreement(s), unless and until Transporter has (A) received from Principal, at least five (5) Business Days prior to the Effective Start Date, an executed copy of this Agency Agreement and (B) countersigned and returned such copy prior to the Effective Start Date. Unless Transporter expressly agrees otherwise, if Principal fails to provide Transporter with an executed copy of this Agency 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 Transporter has no obligation to accept or allow Principle’s delegation to Agent hereunder.

Section 2.2 FERC Authorization. This Agency 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 FERC upon terms acceptable to Transporter 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 Tariff and the Agreement(s). In the event of a conflict between the provisions of this Agency Agreement and the provisions of the Tariff and/or Agreement(s), the provisions of the Tariff and/or Agreement(s) shall govern.

**ARTICLE III  
TERM**

Section 3.1 Term. This Agency 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 Agreement(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 Tariff and the Agreement(s). Principal shall remain solely responsible and liable to Transporter for all of its obligations under the Tariff and the Agreement(s), including, but not limited to, the Agency Business Functions and all payments to Transporter of all fees and charges for any services rendered under the Tariff or the Agreement(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, including, but not limited to, any order, rule or regulation of the FERC. 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 Transporter may rely on all such communications by Agent for and on behalf of Principal rendered under the terms of this Agency Agreement. If any communications or actions of Principal and Agent are deemed by Transporter in its sole discretion to be inconsistent or conflicting in respect of the Agency Business Functions and/or the Agreement(s), then the Parties understand and agree that Transporter may comply with the communication or action of either Party in its sole discretion; provided, however, that Transporter shall not be required to comply with any communication or action that is deemed by Transporter in its sole discretion to be inconsistent with the Tariff and/or the Agreement(s).

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 Agency Agreement.

**ARTICLE V  
TERMINATION**

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

- (A) written notice of termination from either Party to Transporter (for whatever reason, with or without cause); or

- (B) written notice from Transporter to Principal stating that Transporter no longer accepts Principal's delegation to Agent of Principal's authority under the Agreement(s) (for whatever reason, with or without cause).

Section 5.2 Rights and Obligations Upon Termination. Upon any expiration or termination of this Agency 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 Agency Agreement or the Agreement(s). The expiration or termination of this Agency 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 Agency Agreement;
- (B) it has the power and authority to execute and deliver this Agency 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 Agency Agreement, and this Agency 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**

Section 7.1 Indemnification. EACH PARTY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS TRANSPORTER AND ITS AFFILIATES AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES (COLLECTIVELY, THE "**TRANSPORTER INDEMNITEES**") FROM AND AGAINST, AND NO TRANSPORTER 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 AGENCY AGREEMENT, THE TARIFF OR THE AGREEMENT(S), INCLUDING BUT NOT LIMITED TO LOSSES AND CLAIMS ASSESSED BY GOVERNMENTAL AUTHORITIES, OR (II) ACTIONS OR INACTIONS UNDER THIS AGENCY AGREEMENT, THE TARIFF OR THE AGREEMENT(S).

**ARTICLE VIII  
NOTICES**

Section 8.1 Notices and Communications. All notices, communications and correspondence hereunder shall be directed to Agent, Principal or Transporter, 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 Transporter:**

Contact Person: Gas Transportation Department  
Address: 2200 Energy Drive, Canonsburgh PA 15317  
Telephone: (412) 395-3230 Fax: (412) 395-3347  
Email Address: TransportationServices@equitransmidstream.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 Transporter, 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 Transporter, as applicable.

**ARTICLE IX  
ASSIGNMENT**

Section 9.1 No Assignment. Neither Party shall assign its rights or obligations under this Agency 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 Agency 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 Agency 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 Agency Agreement must be brought in the state or federal courts located 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 Agency 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 Agency 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 Agency 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 Agency Agreement to any Person (except for Transporter) 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 Agency 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 Agency 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 Agency Agreement, and that the provisions of this Agency 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 of this Agency Agreement shall survive termination of this Agency Agreement.

Section 10.10 Execution. This Agency 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.

**IN WITNESS WHEREOF**, the Parties have executed this Agency 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: \_\_\_\_\_

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

**EQUITRANS, LP**

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 Agency 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 Transmission 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 Agreementss? (Circle One)	If “NO”, specify which Agreement(s) and/or Meter(s) 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	_____
Review of Measurement and Imbalances	<input type="checkbox"/>	YES or NO	_____
Capacity Releases	<input type="checkbox"/> VIEW or UPDATE	YES or NO	_____
Imbalance Trading	<input type="checkbox"/> VIEW or UPDATE	YES or NO	_____

\*Note: Nominations data is included on transmission invoices.

**II. 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 Agreements? (Circle One)	If “NO”, specify which Agreement(s) and/or Meter(s) 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.