

**5. Rate Schedules**

## 5.1. FTS - Firm Transportation Service

### RATE SCHEDULE FTS FIRM TRANSPORTATION SERVICE

#### (1) AVAILABILITY

This Rate Schedule is available to any party (hereinafter referred to as “Customer”) for the transportation of natural gas on a firm basis by Mountain Valley Pipeline, LLC (hereinafter referred to as “MVP”) under the following conditions:

- a. MVP in its reasonable discretion determines it has available capacity to render the firm transportation service; and
- b. Customer and MVP have entered into a Transportation Service Agreement, in the form contained in this Tariff, for such firm transportation service.

#### (2) APPLICABILITY AND CHARACTER OF SERVICE

- a. The service provided under this Rate Schedule FTS shall be performed under Part 284 of the Commission’s regulations. This Rate Schedule shall apply to all natural gas transported by MVP for Customer pursuant to the executed Transportation Service Agreement providing for a Maximum Daily Quantity (“MDQ”).
- b. Transportation service hereunder shall be firm, subject to the provisions of the executed Transportation Service Agreement and to the General Terms and Conditions incorporated herein by reference and shall not be subject to curtailment or interruption except as caused by force majeure or otherwise provided in the General Terms and Conditions of MVP’s FERC Gas Tariff. MVP shall only be obligated to deliver to Customer thermally equivalent quantities to those received, less applicable Retainage.
- c. Transportation service hereunder shall consist of the acceptance by MVP of natural gas tendered by Customer for transportation at the Primary Receipt Point(s) specified in the executed Transportation Service Agreement, the transportation of that natural gas through MVP’s pipeline system, and the delivery of that gas, after applicable Retainage to Customer or for Customer’s account at the Primary Delivery Point(s) in the specified executed Transportation Service Agreement. All gas receipts under this Rate Schedule shall be subject to the transportation Retainage percentage set forth on Statement of Retainage Factors of this Tariff.
- d. If Customer desires transportation of natural gas under this Rate Schedule, Customer will nominate service in accordance with Section 6.8 of the General Terms and Conditions of MVP’s Tariff. MVP shall schedule receipts and deliveries in accordance with Customer’s nominations, and deliver for Customers' account on a daily basis quantities of gas equal to the daily quantities received for Customer’s account as requested by

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Customer, less applicable Retainage which quantities shall not exceed Customer's MDQ specified in the Transportation Service Agreement. It is Customer's responsibility to adjust its deliveries and receipts to conform to scheduled quantities.

- e. Customers under this Rate Schedule shall be permitted to nominate receipts and deliveries at any point on the system on a secondary (capacity-available) basis in accordance with Section 6.8 of the General Terms and Conditions.
- f. Customers under this Rate Schedule shall be permitted to release any portion of their capacity entitlements in accordance with Section 6.22 of the General Terms and Conditions.
- g. MVP and Customers under this Rate Schedule may agree, on a non-discriminatory basis, to contract extensions, including evergreens, rollovers and other extensions.
- h. Daily Rates of Flow. The gas transported under this Schedule must be received and delivered at uniform hourly and daily rates of flow as nearly as practicable, subject to the daily nominations as provided in Section 6.8 of the General Terms and Conditions.

### (3) RATE

- a. Unless otherwise mutually agreed to in accordance with Section 6.24 or Section 6.27 of the General Terms and Conditions, the charge for natural gas transportation service rendered during each monthly billing period shall be the sum of the applicable amounts specified below:
  - (i) Reservation Charge- An amount determined as follows:
    - 1. Reservation Charge multiplied by the MDQ as defined in the executed Transportation Service Agreement.
  - (ii) Usage Charge- An amount determined as follows:
    - 1. The quantity of natural gas in Dth delivered by MVP to Customer or for Customer's account during the month; times
    - 2. The applicable usage charge per Dth set forth from time to time on Statement of Rates for Rate Schedule FTS of this Tariff or superseding Tariff.
  - (iii) Surcharges
    - 1. Customers shall pay all applicable surcharges specified in the General Terms and Conditions or which otherwise may be applicable to service under this Rate

Schedule as may be set forth from time to time on Statement of Rates for Rate Schedule FTS of this Tariff.

(iv) Interim Period Service

1. Separate Interim Period Service rates shall apply as stated in Sections 4.1 and 4.4 of this Tariff.

(4) TRANSPORTATION CONTRACT DEMAND

- a. A Customer's Transportation Contract Demand shall be the MDQ of gas which MVP shall be obligated to deliver to Customer (or for Customer's account) at the delivery point(s) under this Rate Schedule. The MDQ shall be specified on Exhibit A of the executed Transportation Service Agreement.
- b. Notwithstanding any provision in this Rate Schedule FTS or the General Terms and Conditions, MVP and Customer may agree at the time of execution of the Transportation Service Agreement that Customer's Transportation Contract Demand will change by specified amounts at specified points in time indicated in the Transportation Service Agreement.

(5) AUTHORIZED OVERRUN TRANSPORTATION

Upon request of Customer, MVP, at its reasonable discretion, may receive, transport and deliver natural gas in excess of Customer's Transportation Contract Demand specified in the executed Transportation Service Agreement. Said overrun service shall have the priority set forth in Section 6.8 of the General Terms and Conditions. A customer that overruns its Transportation Contract Demand will be assessed the rates, surcharges and Retainage Factors in accordance with this Rate Schedule, Statement of Rates and Statement of Retainage Factors.

(6) RIGHTS UNDER SECTION 4 OF THE NATURAL GAS ACT

MVP shall have the unilateral right to seek, through a filing under Section 4 of the Natural Gas Act with the appropriate regulatory authority, to make changes in the (a) rates and charges applicable to its Rate Schedule FTS and/or (b) Rate Schedule FTS pursuant to which this service is rendered. Unless otherwise agreed to by MVP, MVP shall have the unilateral right to seek, through a filing under Section 4 of the Natural Gas Act with the appropriate regulatory authority, to make changes in any provisions of the General Terms and Conditions applicable to Rate Schedule FTS. Nothing contained herein shall be construed to deny Customer any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest such changes in whole or in part.

(7) GENERAL TERMS AND CONDITIONS

Except as otherwise expressly indicated in this Rate Schedule or by the executed Transportation Service Agreement, all of the General Terms and Conditions contained in this Tariff, including (from and after their effective date) any future modifications, additions or deletions to said General Terms and Conditions, are applicable to transportation service rendered under this Rate Schedule and, by this reference, are made a part hereof. In the event of any conflict between the provisions of this Rate Schedule and the General Terms and Conditions, the provisions of this Rate Schedule shall apply.

## 5.2. ITS - Interruptible Transportation Service

### RATE SCHEDULE ITS INTERRUPTIBLE TRANSPORTATION SERVICE

#### (1) AVAILABILITY

This Rate Schedule is available to any party (hereinafter referred to as “Customer”) for the transportation of natural gas on an interruptible basis by Mountain Valley Pipeline, LLC (hereinafter referred to as “MVP”) when Customer and MVP have entered into a Transportation Service Agreement, in the form contained in this Tariff, for service under this Rate Schedule.

#### (2) APPLICABILITY AND CHARACTER OF SERVICE

- a. The service provided under this Rate Schedule ITS shall be performed under Part 284 of the Commission’s regulations. This Rate Schedule shall apply to all natural gas transported by MVP for Customer pursuant to the executed Transportation Service Agreement.
- b. Transportation service hereunder shall be on an interruptible basis, subject to the provisions of the executed Transportation Service Agreement and to the General Terms and Conditions incorporated herein by reference. MVP shall only be obligated to deliver to Customer thermally equivalent quantities to those received, less applicable Retainage.
- c. Transportation service hereunder shall consist of the acceptance by MVP of natural gas tendered by Customer for transportation at the scheduled receipt point(s), the transportation of that natural gas through MVP’s pipeline system, and the delivery of that natural gas, after applicable Retainage to Customer or for Customer’s account the scheduled delivery point(s). All gas receipts under this Rate Schedule shall be subject to the transportation Retainage percentage set forth on Statement of Retainage Factors of this Tariff.
- d. If Customer desires transportation of natural gas under this Rate Schedule, Customer will nominate service in accordance with Section 6.8 of the General Terms and Conditions of MVP’s Tariff. MVP shall schedule receipts and deliveries in accordance with Customer’s nominations, and deliver for Customer’s account on a daily basis quantities of gas equal to the daily quantities received for Customer’s account as requested by Customer, less applicable Retainage. It is Customer’s responsibility to adjust its deliveries and receipts to conform to scheduled quantities.
- e. Daily Rates of Flow. The gas transported under this Schedule must be received and delivered at uniform hourly and daily rates of flow as nearly as practicable, subject to the daily nominations as provided in Section 6.8 of the General Terms and Conditions.

### (3) RATE

- a. Unless otherwise mutually agreed to in accordance with Section 6.24 or Section 6.27 of the General Terms and Conditions, the charge for natural gas transportation service rendered during each monthly billing period shall be the sum of the applicable amounts specified below:
  - (i) Usage Charge- An amount determined as the product of:
    1. The quantity of natural gas in Dth delivered by MVP to Customer or for Customer's account during the month; times
    2. The applicable usage charge per Dth set forth from time to time on Statement of Rates for Rate Schedule ITS of this Tariff, or superseding Tariff.
  - (ii) Surcharges - Customer shall pay all surcharges specified in the General Terms and Conditions or which otherwise may be applicable to service under this Rate Schedule as may be set forth from time to time on Statement of Rates for Rate Schedule ITS of this Tariff.
  - (iii) Interim Period Service
    1. Separate Interim Period Service rates shall apply as stated in Sections 4.2 and 4.4 of this Tariff.

### (4) GENERAL TERMS AND CONDITIONS

Except as otherwise expressly indicated in this Rate Schedule or by the executed Transportation Service Agreement, all of the General Terms and Conditions contained in this Tariff, including (from and after their effective date) any future modifications, additions or deletions to said General Terms and Conditions, are applicable to transportation service rendered under this Rate Schedule and, by this reference, are made a part hereof. In the event of any conflict between the provisions of this Rate Schedule and the General Terms and Conditions, the provisions of this Rate Schedule shall apply.

### (5) RIGHTS UNDER SECTION 4 OF THE NATURAL GAS ACT

MVP shall have the unilateral right to seek, through a filing under Section 4 of the Natural Gas Act with the appropriate regulatory authority, to make changes in the (a) rates and charges applicable to its Rate Schedule ITS and/or (b) Rate Schedule ITS pursuant to which this service is rendered. Unless otherwise agreed to by MVP, MVP shall have the unilateral right to seek, through a filing under Section 4 of the Natural Gas Act with the appropriate regulatory authority, to make changes in any provisions of the General Terms and

Conditions applicable to Rate Schedule ITS. Nothing contained herein shall be construed to deny Customer any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest such changes in whole or in part.



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### 5.3. ILPS - Interruptible Lending and Parking Service

#### RATE SCHEDULE ILPS INTERRUPTIBLE LENDING AND PARKING SERVICE

##### (1) AVAILABILITY

This Rate Schedule is available to any party (hereinafter called “Customer”) requesting Interruptible Lending and Parking Service from Mountain Valley Pipeline, LLC (hereinafter called “MVP”) under the following conditions:

- a. Customer has entered into an ILPS Service Agreement with MVP for interruptible lending and parking service under this Rate Schedule;
- b. Customer has sufficient facilities and transportation capacity available to receive gas from and deliver gas to MVP; and
- c. MVP is operationally able to render interruptible lending and parking service.

##### (2) APPLICABILITY AND CHARACTER OF SERVICE

- a. The service provided under this Rate Schedule ILPS shall be performed under Part 284 of the Commission’s regulations. This Rate Schedule ILPS shall apply to all gas parked or loaned by MVP for Customer pursuant to an ILPS Service Agreement providing for a Maximum Quantity (“MQ”).
- b. The maximum amount of gas that MVP is obligated on any Day to loan or park for any Customer under this Rate Schedule shall be the Maximum Daily Quantity (“MDQ”) specified in the applicable Service Agreement.
- c. Parking service hereunder shall consist of the receipt of gas at the point(s) specified in the Service Agreement, the parking of gas, and the return of the parked quantity of gas at the parking point(s) specified in the Service Agreement.
- d. Lending service hereunder shall consist of the delivery of gas to Customer by MVP at the point(s) specified in the Service Agreement and the subsequent return of the quantities of gas to MVP at the agreed upon time at the point(s) specified in the Service Agreement.
- e. Transportation service to and from the designated point(s) of service for parking and lending shall be solely the Customer’s responsibility. Transportation service is not provided under this Rate Schedule. If MVP and Customer agree that the Customer may receive or return quantities other than at the point(s) specified for service, then Customer will accomplish such transaction under a separate Transportation Agreement with MVP.
- f. The interruptible lending and parking of gas under this Rate Schedule shall have the priority set forth in Section 6.8[5] of the General Terms and Conditions. If nominations

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for service under this Rate Schedule exceed, on any Day, MVP's ability to provide such service in conjunction with other nominated firm services, MVP will apply the service priorities set forth in Section 6.8[5] of the General Terms and Conditions in determining the scheduling of service.

- g. MVP may require a Customer to reduce deliveries to or receipts from MVP within the Day consistent with MVP's operating requirements. MVP may require a Customer to return all or part of its gas from the Customer's lending service account or remove all or part of its gas from the Customer's parking service account within the time period specified by MVP, which period shall be no less than three (3) days. MVP will notify the Customer of the need to remove or return and will specify the quantity to be removed or returned and the deadline for removal. For each Day MVP is unable to schedule the removal of Customer's nominated gas, the period specified shall be extended by a corresponding number of Days. If Customer's parking quantities are not removed by the end of the period designated by MVP, any remaining gas balance at the end of said period may be forfeited to MVP free and clear of any liens or claims in addition to any other charges owing to MVP. If Customer loaned quantities are not returned by Customer by the end of the period designated by MVP any unreturned gas shall be sold to Customer at 150% of the average price for Transco Zone 5 as published in Natural Gas Intelligence's Daily Price Index, or similar publication, for the day on which the deadline for the return of gas occurred in addition to any other charges owing to MVP.

### (3) RATE

- a. Unless otherwise mutually agreed to in accordance with Sections 6.24 and 6.27 of the General Terms and Conditions, the charges to be paid by Customer shall be no higher than the maximum rate and no lower than the applicable minimum rate as set forth on Statement of Rates for Rate Schedule ILPS of this Tariff. The Customer shall pay MVP each month based on the following charges:
  - (i) Interruptible Lending and Parking Charge - A charge for gas loaned or parked at each point of service.
  - (ii) Interim Period Service
    - 1. Separate Interim Period Service rates shall apply as stated in Sections 4.3 of this Tariff.

### (4) NOMINATING AND SCHEDULING

- a. For any Day when Customer desires MVP to loan or park gas for Customer's account under this Rate Schedule, Customer shall nominate to MVP in accordance with Section 6.8 of the General Terms and Conditions of this Tariff, specifying the quantity of gas that Customer desires MVP to loan or park on such Day. When Customer's nominations

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are confirmed and scheduled as required by the General Terms and Conditions of this Tariff, MVP shall receive for Customer's account on such Day the quantity of gas so nominated, subject to the limitations set forth in this Rate Schedule.

- b. For any Day when Customer desires the return of quantities of loaned or parked gas for Customer's account under this Rate Schedule, Customer shall nominate to MVP in accordance with the General Terms and Conditions of this Tariff, specifying the quantity of gas that Customer desires to return from parking or lending on such Day. When Customer's nominations are confirmed and scheduled as required by the General Terms and Conditions of this Tariff, MVP shall return for Customer's account on such Day the quantity of gas so nominated, subject to the limitations set forth in this Rate Schedule.
- c. If operating conditions permit, MVP may loan or park gas for any Customer in excess of the Customer's MDQ upon request; provided, however, that MVP shall not loan or park a quantity of gas for Customer's account if said quantity will cause the Customer's total lending or parking quantity for any Day to exceed the MQ specified in Customer's Service Agreement. MVP shall not receive or deliver quantities in excess of the loaned or parked quantities for Customer's account.

#### (5) RIGHTS UNDER SECTION 4 OF THE NATURAL GAS ACT

MVP shall have the unilateral right to seek, through a filing under Section 4 of the Natural Gas Act with the appropriate regulatory authority, to make changes in the (a) rates and charges applicable to its Rate Schedule ILPS and/or (b) Rate Schedule ILPS pursuant to which this service is rendered. Unless otherwise agreed to by MVP, MVP shall have the unilateral right to seek, through a filing under Section 4 of the Natural Gas Act with the appropriate regulatory authority, to make changes in any provisions of the General Terms and Conditions applicable to Rate Schedule ILPS. Nothing contained herein shall be construed to deny Customer any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest such changes in whole or in part.

#### (6) GENERAL TERMS AND CONDITIONS

Except as otherwise expressly indicated in this Rate Schedule or by the executed Service Agreement, all of the General Terms and Conditions contained in this Tariff, including (from and after their effective date) any future modifications, additions or deletions to said General Terms and Conditions, are applicable to service rendered under this Rate Schedule and, by this reference, are made a part hereof. In the event of any conflict between the provisions of this Rate Schedule and the General Terms and Conditions, the provisions of this Rate Schedule shall apply.

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## 5.4. PS – Pooling Service

### **RATE SCHEDULE PS POOLING SERVICE**

#### (1) AVAILABILITY

This Rate Schedule is available to any party (hereinafter called "Pool Operator") which has (i) requested Pooling Service from MVP; (ii) entered into a service agreement with MVP for service under this Rate Schedule; (iii) identified the Rate Schedule FTS, Rate Schedule EFT or Rate Schedule ITS service agreements with MVP into which its pool will operate; and (iv) complied with the provisions of this Rate Schedule and with all other provisions of MVP's FERC Gas Tariff.

#### (2) APPLICABILITY AND CHARACTER OF SERVICE

- a. This Rate Schedule is an accounting service for gas supplies transported on MVP's transmission system. In accordance with this Rate Schedule, Pool Operator may aggregate or pool gas supplies for the purposes of transporting gas supply delivered into MVP's transmission system.
- b. Service under this Rate Schedule is interruptible. Upon interruption of service hereunder, Pool Operator will be required to nominate gas supplies using the applicable Rate Schedules FTS, EFT and/or ITS service agreements in accordance with Section 6.8 of the General Terms and Conditions of MVP's FERC Gas Tariff.
- c. Service under this Rate Schedule shall apply to gas nominated by a Pool Operator under this Rate Schedule for delivery to a Market Aggregation Point. The Market Aggregation Point is not a physical delivery point on MVP's system, but rather a nomination point where natural gas supplies are aggregated for transportation to downstream delivery points.
- d. Each Pool Operator is responsible for ensuring that daily nominations into the Market Aggregation Points match daily nominations from the Market Aggregation Points. All daily receipts from the Market Aggregation Points must be nominated to either an eligible delivery point on the MVP system or an approved Pool Operator. Failure of a Pool Operator to have a nominated zero pool balance at the Market Aggregation Points at the end of each gas day will result in an imbalance charge in accordance with Section 6 of this Rate Schedule.
- e. Service rights under Rate Schedule PS may not be released or assigned.
- f. Transportation of gas to the Market Aggregation Points for ultimate delivery to the delivery point shall be effectuated pursuant to the rates, terms and conditions of Rate Schedules FTS, EFT or ITS. The applicable rates will be assessed only on gas delivered to the Market Aggregation Point.
- g. Service under this Rate Schedule shall be subject to Operational Flow Orders pursuant to Section 6.11 of the General Terms and Conditions of this Tariff. Nothing in this Rate Schedule shall

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limit MVP's right to interrupt service or to take other action as may be required to alleviate conditions which threaten the integrity of its system.

(3) RECEIPT AND DELIVERY POINTS

Pool Operators receiving service under this Rate Schedule shall be permitted to nominate receipts from any point into the applicable Market Aggregation Point, and deliveries from the applicable Market Aggregation Point to any point, pursuant to the applicable Rate Schedules FTS, EFT or ITS agreements, and in accordance with Section 6.7 of the General Terms and Conditions.

(4) RATES

- a. Subject to Section 6 of this Rate Schedule, no rates will be charged for service under this Rate Schedule; provided, however, that nothing in this Rate Schedule PS shall be construed to relieve Customers from their obligation to pay applicable rates and other charges, including retainage, under their Rate Schedule FTS, EFT and/or ITS service agreements.
- b. MVP reserves the right to file with the FERC to implement charges to recover all costs of providing service under this Rate Schedule. Before MVP implements such a charge, Pool Operators shall have the right to terminate their Rate Schedule PS Service Agreements that are subject to such charge.

(5) NOMINATIONS

The Pool Operator is responsible for nominating gas supply into and from its Pool in accordance with Section 6.8 (Scheduling of Service) of the General Terms and Conditions. In addition, the Pool Operator will provide as part of its nomination the following information:

- a. Names of Customers participating in Pool Operator's Pool;
- b. Transportation contracts used for upstream transportation;
- c. Transportation contracts used for downstream transportation;
- d. Transportation quantities nominated under each contract; and
- e. Such other information as MVP deems necessary.

(6) RESOLUTION OF IMBALANCES

Customers under the applicable Rate Schedule FTS, EFT and ITS agreements shall be responsible for scheduled or unscheduled physical receipt and delivery point imbalances which may occur on a daily basis in accordance with the Rate Schedules FTS, EFT and/or ITS.

(7) GENERAL TERMS AND CONDITIONS

Except as otherwise expressly indicated in this Rate Schedule or by the executed Service Agreement, all of the General Terms and Conditions contained in this Tariff, including (from and after their effective date) any future modifications, additions or deletions to said General Terms and Conditions, are applicable to service rendered under this Rate Schedule and, by this reference, are made a part hereof. In the event of any conflict between the provisions of this Rate Schedule and the General Terms and Conditions, the provisions of this Rate Schedule shall apply.

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## 5.5. FTS - Firm Transportation Service

### RATE SCHEDULE EFT ENHANCED FIRM TRANSPORTATION SERVICE

#### 1. AVAILABILITY

This Rate Schedule is available to any party (hereinafter referred to as “Customer”) for the transportation of natural gas on a firm basis by Mountain Valley Pipeline, LLC. (hereinafter referred to as “MVP”) under the following conditions:

- (a) Customer and MVP have entered into an Enhanced Firm Transportation Service Agreement, in the form contained in this Tariff, for such enhanced firm transportation service; and
- (b) MVP in its reasonable discretion determines it has available capacity to render the enhanced firm transportation service. MVP shall not provide EFT service if, in its reasonable discretion, providing such service would interfere with the primary rights of any Customer that holds firm capacity.

An FTS Customer may request to convert all or a part of its service under Rate Schedule FTS to service under Rate Schedule EFT. Such conversion must be requested pursuant to Section 6.6 and will be subject to available capacity and to the provisions of Section 6.34.

MVP shall not be required to provide service pursuant to Rate Schedule EFT if service would require the construction, modification, expansion or acquisition of any facilities, or if the requested Primary Receipt Point(s) or Primary Delivery Point(s) do not have electronic measurement with remote communication; provided, however, MVP may agree at its sole discretion, to be exercised on a non-discriminatory basis, to construct, modify, expand or acquire facilities to enable it to perform service pursuant to Rate Schedule EFT.

#### 2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This Rate Schedule shall apply to all natural gas transported by MVP for Customer pursuant to the executed Enhanced Firm Transportation Service Agreement providing for a Maximum Daily Quantity (“MDQ”) at an hourly gas flow rate not in excess of Customer’s Maximum Hourly Quantity (“MHQ”), as specified in the executed Enhanced Firm Transportation Service Agreement. For purposes of this rate schedule, Customer’s MHQ may be up to one-sixteenth (1/16) of Customer’s MDQ at Customer’s Primary Receipt Point(s) and Primary Delivery Point(s) and shall be one-twenty-fourth (1/24) of Customer’s MDQ at secondary delivery point(s), as specified in the executed Enhanced Firm Transportation Service Agreement.

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- 2.2 Unless otherwise agreed to by Customer and MVP in the executed Enhanced Firm Transportation Service Agreement, Customer shall cause the gas to be delivered to MVP at the point(s) of receipt at a pressure sufficient to allow the gas to enter MVP's existing pipeline system at the varying pressure that may exist in the system from time to time; provided, however, that the pressure of the gas delivered or caused to be delivered by Customer shall not exceed the Maximum Allowable Operating Pressure ("MAOP") of MVP's system at the point(s) of receipt.
- 2.3 Unless otherwise agreed to by Customer and MVP in the executed Enhanced Firm Transportation Service Agreement, MVP shall deliver gas to Customer at the point(s) of delivery at MVP's prevailing line pressure as the pressure may vary from time to time up to the MAOP of MVP's system at the point(s) of delivery.
- 2.4 Transportation service hereunder shall be firm, subject to the provisions of the executed Enhanced Firm Transportation Service Agreement and to the General Terms and Conditions incorporated herein by reference and shall not be subject to curtailment or interruption except as caused by force majeure or otherwise provided in the General Terms and Conditions of MVP's FERC Gas Tariff. MVP shall only be obligated to deliver to Customer thermally equivalent quantities to those received, less applicable retainage for fuel, loss, and unaccounted for, and less any thermal reduction resulting from processing gas in order to meet MVP's applicable quality standards.
- 2.5 Transportation service hereunder shall consist of the acceptance by MVP of natural gas tendered by Customer for transportation at the receipt point(s) specified in the executed Enhanced Firm Transportation Service Agreement, the transportation of that natural gas through MVP's pipeline system, and the delivery of that gas, after applicable retainage to Customer or for Customer's account at the delivery point(s) specified in the executed Enhanced Firm Transportation Service Agreement. All gas receipts under this Rate Schedule shall be subject to the transportation retainage percentage set forth on the Statement of Retainage Factors of this Tariff.
- 2.6 If Customer desires transportation of natural gas under this Rate Schedule, Customer will nominate service in accordance with Section 6.8 of the General Terms and Conditions of MVP's Tariff. MVP shall schedule receipts and deliveries in accordance with Customer's nominations, and deliver for Customer's account on a daily and hourly basis quantities of gas equal to the daily quantities received for Customer's account as requested by Customer, less applicable retainage, which quantities shall not exceed Customer's MDQ and MHQ, respectively, specified in the Enhanced Firm Transportation Service Agreement. It is Customer's responsibility to adjust its deliveries and receipts to conform to scheduled quantities. For purposes of calculating hourly deliveries, for points where electronic measurement with remote communication does not exist, hourly flow shall be deemed to equal one-twenty-fourth (1/24) of the daily flow, aggregated by rate zone.



- 2.7 Customers under this Rate Schedule shall be permitted to nominate receipts and deliveries at any point on the system on a secondary (capacity-available) basis in accordance with Section 6.7 of the General Terms and Conditions.
- 2.8 Customers under this Rate Schedule shall be permitted to release any portion of their capacity entitlements in accordance with Section 6.22 of the General Terms and Conditions, and to match any bids which MVP receives for their capacity entitlements prior to the expiration of their Transportation Service Agreements.
- 2.9 MVP and Customers under this Rate Schedule may agree, on a non-discriminatory basis, to contract extensions, including evergreens, rollovers and other extensions.

### 3. RATE

Unless otherwise mutually agreed to in accordance with Sections 6.24 and 6.27 of the General Terms and Conditions, the charge for natural gas transportation service rendered during each monthly billing period shall be the sum of the applicable amounts specified below:

- (i) Reservation Charge- An amount determined as follows:
  1. Reservation Charge multiplied by the MDQ as defined in the executed Transportation Service Agreement.
- (ii) Usage Charge- An amount determined as follows:
  1. The quantity of natural gas in Dth delivered by MVP to Customer or for Customer's account during the month; times
  2. The applicable usage charge per Dth set forth from time to time on Statement of Rates for Rate Schedule EFT of this Tariff or superseding Tariff.
- (iii) Customers shall pay all applicable surcharges specified in the General Terms and Conditions or which otherwise may be applicable to service under this Rate Schedule as may be set forth from time to time on Statement of Rates for Rate Schedule EFT of this Tariff.

### 4. TRANSPORTATION CONTRACT DEMAND

- 4.1 A Customer's Transportation Contract Demand shall be the MDQ of gas that MVP shall be obligated to deliver to Customer (or for Customer's account) at the delivery point(s) under this Rate Schedule. The MDQ shall be specified on Exhibit A of the executed Enhanced Firm Transportation Service Agreement.

- 4.2 Notwithstanding any provision in this Rate Schedule EFT or the General Terms and Conditions, MVP and Customer may agree at the time of execution of the Enhanced Firm Transportation Service Agreement that Customer's Transportation Contract Demand will change by specified amounts at specified points in time indicated in the Enhanced Firm Transportation Service Agreement.

## 5. AUTHORIZED OVERRUN TRANSPORTATION

Upon request of Customer, MVP, at its reasonable discretion, may receive, transport and deliver natural gas in excess of Customer's Transportation Contract Demand specified in the executed Enhanced Firm Transportation Service Agreement. Said overrun service shall have the priority set forth in Section 6.8[5] of the General Terms and Conditions. A customer that overruns its Contract Demand will be assessed the rates, surcharges and retainage factor in accordance with this Rate Schedule, Statement of Rates and Statement of Retainage Factors.

## 6. GENERAL TERMS AND CONDITIONS

Except as otherwise expressly indicated in this Rate Schedule or by the executed Enhanced Firm Transportation Service Agreement, all of the General Terms and Conditions contained in this Tariff, including (from and after their effective date) any future modifications, additions or deletions to said General Terms and Conditions, are applicable to transportation service rendered under this Rate Schedule and, by this reference, are made a part hereof. In the event of any conflict between the provisions of this Rate Schedule and the General Terms and Conditions, the provisions of this Rate Schedule shall apply.