

**FORMS OF SERVICE AGREEMENTS**

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**RAGER MOUNTAIN STORAGE COMPANY, LLC  
STORAGE SERVICE AGREEMENT  
APPLICABLE TO FIRM STORAGE SERVICE  
UNDER RATE SCHEDULE FSS**

**Contract No.** \_\_\_\_\_

**Dated** \_\_\_\_\_

This Agreement is made by and between RAGER MOUNTAIN STORAGE COMPANY, LLC, a Delaware limited liability company herein called "Company," and \_\_\_\_\_, herein called "Customer," (each of Company and Customer, a "Party," and collectively, the "Parties"), pursuant to the following recitals and representations:

WHEREAS, Company is the lessee of capacity in an underground natural gas storage facility known as the Rager Mountain storage facility, located in Cambria County, Pennsylvania, and is authorized to provide natural gas storage and related services in interstate commerce by way of the Rager Mountain facility; and

WHEREAS, Customer has requested that Company provide certain firm natural gas storage services for Customer; and

WHEREAS, Company has agreed to provide such firm storage services for Customer subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, Company and Customer agree as follows:

**ARTICLE I - SCOPE OF AGREEMENT**

Following the commencement of service hereunder, in accordance with the terms of Company's Rate Schedule FSS, and of this Agreement, Company shall on any Day receive for injection into storage in the Rager Mountain facility for Customer's account a quantity of Gas up to Customer's Maximum Daily Injection Quantity as set forth on Exhibit "A" hereto, shall store quantities of Gas so injected up to a Total Annual Storage Quantity as set forth on Exhibit "A" hereto (on a cumulative basis), and on demand on any Day shall withdraw from Customer's Storage Inventory and deliver to Customer a quantity of Gas up to Customer's Maximum Daily Withdrawal Quantity as set forth on Exhibit "A" hereto.

**ARTICLE II - POINTS OF RECEIPT AND DELIVERY**

The point(s) at which the Gas is to be tendered by Customer to Company under this Agreement shall be the point(s) designated on Exhibit "B" hereto (Customer's Point(s) of Receipt).

The point(s) at which the Gas is to be tendered by Company to Customer under this Agreement shall be the point(s) designated on Exhibit "B" hereto (Customer's Point(s) of Delivery).

### ARTICLE III - PRICE

3.1. Customer agrees to pay Company the following charges for all Gas storage service furnished to Customer hereunder:

Storage reservation charge:	[__]
Withdrawal reservation charge:	[__]
Injection reservation charge:	[__]
Storage injection charge:	[__]
Storage withdrawal charge:	[__]
Excess injection charge:	[__]
Excess withdrawal charge:	[__]
Fuel reimbursement:	[__]

3.2. Customer further agrees to pay Company all other applicable fees and charges as set forth in the General Terms and Conditions and in Rate Schedule FSS.

3.3. Customer shall reimburse Company for all applicable taxes as may be assessed against Company for the receipt, injection, storage, withdrawal and/or delivery of Customer's Gas. In addition, Customer shall reimburse Company for Customer's pro rata portion, calculated using the same methodology as that used to assess the tax, of all ad valorem taxes, property taxes and/or other similar taxes on Customer's gas in storage assessed against and paid by Company.

### ARTICLE IV - INCORPORATION OF RATE SCHEDULE AND TARIFF PROVISIONS

This Agreement shall be subject to the terms and conditions specified in Company's Rate Schedule FSS and the provisions of Company's FERC Gas Tariff, as filed with the Federal Energy Regulatory Commission, together with the General Terms and Conditions applicable thereto (including any changes in said Rate Schedule, Tariff or General Terms and Conditions as may from time to time be filed and made effective by Company).

### ARTICLE V - TERM OF AGREEMENT

This Agreement shall be effective as of \_\_\_\_\_ [insert commencement date] and shall remain in force and effect \_\_\_\_\_ [insert either "through" or "for a primary period of?"] \_\_\_\_\_ [insert end date of agreement or length of primary term] (the "Primary Term").

Customer or Company may terminate the agreement at the end of the primary term by providing at least \_\_\_\_\_ ( \_\_ ) months prior written notice of such intent to terminate.

At the expiration of the primary term, this Exhibit A has the following renewal term (choose one):

- \_\_\_\_\_ no renewal term
- \_\_\_\_\_ through \_\_\_\_\_ [insert date]\*
- \_\_\_\_\_ for a period of \_\_\_\_\_ [insert length of renewal term]\*
- \_\_\_\_\_ year to year\* (subject to termination on \_\_\_\_\_ ( \_\_ ) months prior written notice)

\* In accordance with Section 6.29 of the General Terms and Conditions, a right of first refusal may apply.

#### ARTICLE VI – NOTICES

Notices and Correspondence shall be sent to:

Company:

RAGER MOUNTAIN STORAGE COMPANY, LLC  
2200 Energy Drive  
Canonsburg, PA 15317  
Attn: Gas Transportation Dept.  
Phone: (412) 395-3230  
E-mail: TransportationServices@equitransmidstream.com

Customer:

[Name]  
[Address]  
  
Phone:  
Facsimile:  
E-mail Address:  
DUNS:  
Federal Tax I.D. No.:  
Other contact information if applicable:

#### ARTICLE VII - TRANSFER AND ASSIGNMENT OF ALL AGREEMENTS

Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of Company or of Customer, as the case may be, shall be entitled to

the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Otherwise, no assignment of this Agreement or any of the rights or obligations thereunder shall be made by Customer, except pursuant to the General Terms and Conditions of Company's FERC Gas Tariff. It is agreed, however, that the restrictions on assignment contained in this Article shall not in any way prevent either Party to the Agreement from pledging or mortgaging its rights thereunder as security for its indebtedness.

#### ARTICLE VIII - LAW OF AGREEMENT

THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.

#### ARTICLE IX - LIMITATION OF REMEDIES, LIABILITY AND DAMAGES

Unless expressly herein provided, neither Party shall be liable to the other for indirect, special, consequential, incidental, punitive or exemplary damages.

#### ARTICLE X - PRIOR AGREEMENTS CANCELED

Company and Customer agree that this Agreement, as of the date hereof, shall supersede and cancel the following Agreement(s) between the parties hereto:

Storage Service Agreement No. \_\_\_\_\_, dated \_\_\_\_\_.

#### ARTICLE XI - WAREHOUSEMEN'S LIEN

11.1 CUSTOMER HEREBY ACKNOWLEDGES THAT Company SHALL BE ENTITLED TO, AND Company HEREBY CLAIMS, A LIEN ON ALL GAS RECEIVED BY Company FROM CUSTOMER, AND ALL PROCEEDS THEREOF, UPON SUCH RECEIPT BY Company, AS PROVIDED IN SECTION 7-209 OF THE PENNSYLVANIA UNIFORM COMMERCIAL CODE WITH THE RIGHTS OF ENFORCEMENT AS PROVIDED IN SECTION 7-210 OF THE PENNSYLVANIA UNIFORM COMMERCIAL CODE THEREIN AND HEREIN. IN NO WAY LIMITING THE FOREGOING, CUSTOMER HEREBY ACKNOWLEDGES THAT Company SHALL BE ENTITLED TO, AND Company HEREBY CLAIMS, A LIEN FOR ALL CHARGES FOR STORAGE OR TRANSPORTATION (INCLUDING DEMURRAGE AND TERMINAL CHARGES), INSURANCE, LABOR, OR CHARGES PRESENT OR FUTURE IN RELATION TO THE RECEIVED GAS, AND FOR EXPENSES NECESSARY FOR PRESERVATION OF THE RECEIVED GAS OR REASONABLY INCURRED IN THE SALE THEREOF, PURSUANT TO LAW, AND THAT SUCH LIEN SHALL EXTEND TO LIKE CHARGES AND EXPENSES IN RELATION TO ALL SUCH RECEIVED GAS.

11.2 IF DEEMED NECESSARY BY A COURT OF LAW, PURSUANT TO SECTION 7-202(2) OF THE PENNSYLVANIA UNIFORM COMMERCIAL CODE, SHIPPER HEREBY AGREES THAT:

(i) THIS AGREEMENT, WITH ALL SCHEDULES AND EXHIBITS HERETO, AND ALL OF THE MONTHLY STATEMENTS RENDERED BY Company TO CUSTOMER PURSUANT TO THE GENERAL TERMS AND CONDITIONS CONTAINED IN Company's TARIFF, SHALL BE DEEMED A "WAREHOUSE RECEIPT" FOR ALL PURPOSES WITH RESPECT TO ARTICLE 7 OF THE PENNSYLVANIA UNIFORM COMMERCIAL CODE, REGARDLESS OF WHEN THE GAS STORED PURSUANT TO THE CONTRACT IS RECEIVED;

(ii) THE LOCATION OF THE WAREHOUSE, TO WHOM THE GAS WILL BE DELIVERED, RATE OF STORAGE AND HANDLING CHARGES, AND DESCRIPTION OF THE GOODS ARE AS SET FORTH, RESPECTIVELY, IN THE PREAMBLE OF THIS AGREEMENT, EXHIBIT B OF THIS AGREEMENT, THE MONTHLY INVOICE (AS DESCRIBED IN SECTION 6.14[1] OF THE GENERAL TERMS AND CONDITIONS) AND SECTION 6.2[15] OF THE GENERAL TERMS AND CONDITIONS;

(iii) THE ISSUE DATE OF THE WAREHOUSE RECEIPT WITH RESPECT TO EACH RECEIPT OF GAS SHALL BE DEEMED TO BE THE DATE SUCH GAS WAS RECEIVED,

(iv) THE CONSECUTIVE NUMBER OF THE RECEIPT SHALL BE DEEMED BASED ON THE DATES OF RECEIPT WHEN LISTED IN CHRONOLOGICAL ORDER, BEGINNING WITH THE FIRST RECEIPT OF GAS UNDER THE TERMS OF THE CONTRACT, AND

(v) THE SIGNATURE OF Company ON THE CONTRACT SHALL BE DEEMED TO BE THE SIGNATURE OF THE WAREHOUSEMAN.

#### ARTICLE XII - MISCELLANEOUS

12.1. This Agreement sets forth all understandings and agreements between the Parties respecting the subject matter hereof, and all prior agreements, understandings and representations, whether written or oral, respecting the subject matter hereof are superseded by this Agreement. No modification of the terms and provisions of this Agreement shall be made except by the execution by both Parties of a written agreement.

12.2. No waiver by a Party of any default(s) by the other Party in the performance of any provision, condition or requirement of this Agreement shall operate or be construed as a waiver of any future default(s), whether of a like or of a different character, nor in any manner release

the defaulting Party from performance of any other provision, condition or requirement set forth herein.

12.3. If any provision of this Agreement is declared null and void or voidable by a court of competent jurisdiction, such declaration shall in no way affect the validity or effectiveness of the other provisions of this Agreement, which shall remain in full force and effect, and the Parties shall thereafter use their commercially reasonable efforts to agree upon an equitable adjustment of the provisions of this Agreement with a view to effecting its purpose.

12.4. No presumption shall operate in favor of or against any Party as a result of any responsibility or role that any Party may have had in the drafting of this Agreement.

12.5. This Agreement shall not create any rights in third parties, and no provisions hereof shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than Company or Customer.

12.6. This Agreement may be executed in counterparts, and all such executed counterparts shall form part of this Agreement. A signature delivered by facsimile shall be deemed to be an original signature for purposes of this Agreement.

IN WITNESS WHEREOF, Customer and Rager Mountain Storage Company, LLC have executed this Agreement by their duly authorized officers, effective as of the date indicated above.

**CUSTOMER:**

**RAGER MOUNTAIN STORAGE COMPANY, LLC:**

By \_\_\_\_\_  
(Date)

By \_\_\_\_\_  
(Date)

Title \_\_\_\_\_

Title \_\_\_\_\_

**EXHIBIT A**  
**To the**  
**STORAGE SERVICE AGREEMENT**  
**Between RAGER MOUNTAIN STORAGE COMPANY, LLC**  
**And**  
**\_\_\_\_\_ [Customer]**  
**Pursuant to Rate Schedule FSS**  
**Contract No. \_\_\_\_\_ Dated \_\_\_\_\_**

I. Maximum Daily Injection Quantity (“MDIQ”):

Effective Date or Event:	MDIQ
_____	_____ Dth
_____	_____ Dth
_____	_____ Dth

II. Total Annual Storage Quantity (“TASQ”):

Effective Date or Event	TASQ
_____	_____ Dth
_____	_____ Dth
_____	_____ Dth

III. Maximum Daily Withdrawal Quantity (“MDWQ”)

Effective Date or Event	MDWQ
_____	_____ Dth
_____	_____ Dth
_____	_____ Dth

Notes

1. The MDIQ, TASQ or MDWQ values set forth for a specified period shall remain in effect until the conclusion of the Gas Day preceding the date or event specified as the date or event on which a revised MDIQ, TASQ or MDWQ is to become effective.
2. Additional lines may be added if Company and Customer agree to more than three sets of date ranges defining specific MDIQ, TASQ and/or MDWQ values.



**EXHIBIT B**  
**To the**  
**STORAGE SERVICE AGREEMENT**  
**Between RAGER MOUNTAIN STORAGE COMPANY, LLC**  
**And**  
**\_\_\_\_\_ [Customer]**  
**Pursuant to Rate Schedule FSS**  
**Contract No. \_\_\_\_\_ Dated \_\_\_\_\_**

Effective:MM/DD/YYYY

Point(s) of Receipt and Point(s) of Delivery:

<u>Pipeline Name</u>	<u>MDRQ</u>	<u>MDDQ</u>
Texas Eastern Transmission, LP		

Notes:

1. Any point with an MDRQ and/or MDDQ that is greater than zero (0) is considered to be a Primary Point. All other points are considered to be Secondary Points.
2. A Firm Storage Service Agreement may include multiple pages of Exhibit B if the Parties agree that the quantities associated with any primary receipt and/or delivery points shall change during the Primary Term.

**RAGER MOUNTAIN STORAGE COMPANY, LLC**  
**STORAGE SERVICE AGREEMENT**  
**APPLICABLE TO INTERRUPTIBLE STORAGE SERVICE**  
**UNDER RATE SCHEDULE ISS**

**Contract No.** \_\_\_\_\_

**Dated** \_\_\_\_\_

This Agreement is made by and between RAGER MOUNTAIN STORAGE COMPANY, LLC, a Delaware limited liability company herein called "Company," and \_\_\_\_\_, herein called "Customer," (each of Company and Customer, a "Party," and collectively, the "Parties"), pursuant to the following recitals and representations:

WHEREAS, Company is the lessee of capacity in an underground natural gas storage facility known as the Rager Mountain storage facility, located in Cambria County, Pennsylvania, and is authorized to provide natural gas storage and related services in interstate commerce by way of the Rager Mountain facility; and

WHEREAS, Customer has requested that Company provide certain interruptible natural gas storage services for Customer; and

WHEREAS, Company has agreed to provide such interruptible storage services for Customer subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, Company and Customer agree as follows:

**ARTICLE I - SCOPE OF AGREEMENT**

Following the commencement of service hereunder, in accordance with the terms of Company's Rate Schedule ISS, and of this Agreement, Company shall receive on any Day for injection into storage for Customer's account a quantity of Gas up to Customer's Maximum Daily Injection Quantity of \_\_\_\_\_ Dth, shall store quantities of Gas so injected in the Rager Mountain Storage Company, LLC underground gas storage facility located in Cambria County, Pennsylvania, up to a Total Annual Storage Quantity of \_\_\_\_\_ Dth (on a cumulative basis) and on demand on any Day shall withdraw from Customer's Storage Inventory and deliver to Customer a quantity of Gas up to Customer's Maximum Daily Withdrawal Quantity of \_\_\_\_\_ Dth.

**ARTICLE II - POINTS OF RECEIPT AND DELIVERY**

The point(s) at which the Gas is to be tendered by Customer to Company under this Agreement shall be any of the Point(s) of Receipt as posted on Company's Internet Web Site.

The point(s) at which the Gas is to be tendered by Company to Customer under this Agreement shall be any of the Point(s) of Delivery as posted on Company's Internet Web Site.

### ARTICLE III – PRICE

3.1. Customer agrees to pay Company the following charges for all Gas storage service furnished to Customer hereunder:

Storage reservation charge:	[____]
Withdrawal reservation charge:	[____]
Injection reservation charge:	[____]
Storage injection charge:	[____]
Storage withdrawal charge:	[____]
Excess injection charge:	[____]
Excess withdrawal charge:	[____]
Fuel reimbursement:	[____]

3.2. Customer further agrees to pay Company all other applicable fees and charges as set forth in the General Terms and Conditions and in Rate Schedule ISS.

3.3. Customer shall reimburse Company for all applicable taxes as may be assessed against Company for the receipt, injection, storage, withdrawal and/or delivery of Customer's Gas. In addition, Customer shall reimburse Company for Customer's pro rata portion, calculated using the same methodology as that used to assess the tax, of all ad valorem taxes, property taxes and/or other similar taxes on Customer's gas in storage assessed against and paid by Company.

### ARTICLE IV - INCORPORATION OF RATE SCHEDULE AND TARIFF PROVISIONS

This Agreement shall be subject to the terms and conditions specified in Company's Rate Schedule ISS and the provisions of Company's FERC Gas Tariff, as filed with the Federal Energy Regulatory Commission, together with the General Terms and Conditions applicable thereto (including any changes in said Rate Schedule, Tariff or General Terms and Conditions as may from time to time be filed and made effective by Company).

### ARTICLE V - TERM OF AGREEMENT

This Agreement shall be effective as of \_\_\_\_\_ [insert commencement date], and shall remain in force and effect \_\_\_\_\_ [insert either "through" or "for a primary period of"] \_\_\_\_\_ [insert end date of agreement or length of primary term], (the "Primary Term").

At the expiration of the primary term, this Agreement has the following renewal term (choose one):

- \_\_\_\_\_ no renewal term
- \_\_\_\_\_ through \_\_\_\_\_ [insert date]
- \_\_\_\_\_ for a period of \_\_\_\_\_ [insert length of renewal term]
- \_\_\_\_\_ year to year (subject to termination on \_\_\_ months prior written notice)
- \_\_\_\_\_ month to month (subject to termination by either party upon \_\_\_ days written notice prior to contract expiration)

ARTICLE VI – NOTICES

Notices and Correspondence shall be sent to:

Company:

RAGER MOUNTAIN STORAGE COMPANY, LLC  
 2200 Energy Drive  
 Canonsburg, PA 15317  
 Attn: Gas Transportation Dept  
 Phone: (412) 395-3230  
 E-mail: TransportationServices@equitransmidstream.com

Customer:

[Name]  
 [Address]  
  
 Phone:  
 Facsimile:  
 E-mail Address:  
 DUNS:  
 Federal Tax I.D. No.:  
 Other contact information if applicable:

ARTICLE VII - TRANSFER AND ASSIGNMENT OF ALL AGREEMENTS

Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of Company or of Customer, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Otherwise, no assignment of this Agreement or any of the rights or obligations thereunder shall be made by Customer, except pursuant to the General Terms and Conditions of Company's FERC Gas Tariff.

It is agreed, however, that the restrictions on assignment contained in this Article shall not in any way prevent either Party to the Agreement from pledging or mortgaging its rights thereunder as security for its indebtedness.

#### ARTICLE VIII - LAW OF AGREEMENT

THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.

#### ARTICLE IX - LIMITATION OF REMEDIES, LIABILITY AND DAMAGES

Unless expressly herein provided, neither Party shall be liable to the other for indirect, special, consequential, incidental, punitive or exemplary damages.

#### ARTICLE X - PRIOR AGREEMENTS CANCELED

Company and Customer agree that this Agreement, as of the date hereof, shall supersede and cancel the following Agreement(s) between the parties hereto:

Storage Service Agreement No. \_\_\_\_\_ dated \_\_\_\_\_.

#### ARTICLE XI - WAREHOUSEMEN'S LIEN

11.1 CUSTOMER HEREBY ACKNOWLEDGES THAT Company SHALL BE ENTITLED TO, AND Company HEREBY CLAIMS, A LIEN ON ALL GAS RECEIVED BY Company FROM CUSTOMER, AND ALL PROCEEDS THEREOF, UPON SUCH RECEIPT BY Company, AS PROVIDED IN SECTION 7-209 OF THE PENNSYLVANIA UNIFORM COMMERCIAL CODE WITH THE RIGHTS OF ENFORCEMENT AS PROVIDED IN SECTION 7-210 OF THE PENNSYLVANIA UNIFORM COMMERCIAL CODE THEREIN AND HEREIN. IN NO WAY LIMITING THE FOREGOING, CUSTOMER HEREBY ACKNOWLEDGES THAT Company SHALL BE ENTITLED TO, AND Company HEREBY CLAIMS, A LIEN FOR ALL CHARGES FOR STORAGE OR TRANSPORTATION (INCLUDING DEMURRAGE AND TERMINAL CHARGES), INSURANCE, LABOR, OR CHARGES PRESENT OR FUTURE IN RELATION TO THE RECEIVED GAS, AND FOR EXPENSES NECESSARY FOR PRESERVATION OF THE RECEIVED GAS OR REASONABLY INCURRED IN THE SALE THEREOF, PURSUANT TO LAW, AND THAT SUCH LIEN SHALL EXTEND TO LIKE CHARGES AND EXPENSES IN RELATION TO ALL SUCH RECEIVED GAS.

11.2 IF DEEMED NECESSARY BY A COURT OF LAW, PURSUANT TO SECTION 7-202(2) OF THE PENNSYLVANIA UNIFORM COMMERCIAL CODE, SHIPPER HEREBY AGREES THAT:

(i) THIS AGREEMENT, WITH ALL SCHEDULES AND EXHIBITS HERETO, AND ALL OF THE MONTHLY STATEMENTS RENDERED BY Company TO CUSTOMER PURSUANT TO THE GENERAL TERMS AND CONDITIONS CONTAINED IN Company's TARIFF, SHALL BE DEEMED A "WAREHOUSE RECEIPT" FOR ALL PURPOSES WITH RESPECT TO ARTICLE 7 OF THE PENNSYLVANIA UNIFORM COMMERCIAL CODE, REGARDLESS OF WHEN THE GAS STORED PURSUANT TO THE CONTRACT IS RECEIVED;

(ii) THE LOCATION OF THE WAREHOUSE, TO WHOM THE GAS WILL BE DELIVERED, RATE OF STORAGE AND HANDLING CHARGES, AND DESCRIPTION OF THE GOODS ARE AS SET FORTH, RESPECTIVELY, IN THE PREAMBLE OF THIS AGREEMENT, ARTICLE II OF THIS AGREEMENT, THE MONTHLY INVOICE (AS DESCRIBED IN SECTION 6.14[1] OF THE GENERAL TERMS AND CONDITIONS) AND SECTION 6.2[15] OF THE GENERAL TERMS AND CONDITIONS;

(iii) THE ISSUE DATE OF THE WAREHOUSE RECEIPT WITH RESPECT TO EACH RECEIPT OF GAS SHALL BE DEEMED TO BE THE DATE SUCH GAS WAS RECEIVED,

(iv) THE CONSECUTIVE NUMBER OF THE RECEIPT SHALL BE DEEMED BASED ON THE DATES OF RECEIPT WHEN LISTED IN CHRONOLOGICAL ORDER, BEGINNING WITH THE FIRST RECEIPT OF GAS UNDER THE TERMS OF THE CONTRACT, AND

(v) THE SIGNATURE OF Company ON THE CONTRACT SHALL BE DEEMED TO BE THE SIGNATURE OF THE WAREHOUSEMAN.

**ARTICLE XII - MISCELLANEOUS**

12.1. This Agreement sets forth all understandings and agreements between the Parties respecting the subject matter hereof, and all prior agreements, understandings and representations, whether written or oral, respecting the subject matter hereof are superseded by this Agreement. No modification of the terms and provisions of this Agreement shall be made except by the execution by both Parties of a written agreement.

12.2. No waiver by a Party of any default(s) by the other Party in the performance of any provision, condition or requirement of this Agreement shall operate or be construed as a waiver of any future default(s), whether of a like or of a different character, nor in any manner release the defaulting Party from performance of any other provision, condition or requirement set forth herein.

12.3. If any provision of this Agreement is declared null and void or voidable by a court of competent jurisdiction, such declaration shall in no way affect the validity or effectiveness of the other provisions of this Agreement, which shall remain in full force and effect, and the Parties shall thereafter use their commercially reasonable efforts to agree upon an equitable adjustment of the provisions of this Agreement with a view to effecting its purpose.

12.4. No presumption shall operate in favor of or against any Party as a result of any responsibility or role that any Party may have had in the drafting of this Agreement.

12.5. This Agreement shall not create any rights in third parties, and no provisions hereof shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than Company or Customer.

12.6. This Agreement may be executed in counterparts, and all such executed counterparts shall form part of this Agreement. A signature delivered by facsimile shall be deemed to be an original signature for purposes of this Agreement.

IN WITNESS WHEREOF, Customer and Rager Mountain Storage Company, LLC have executed this Agreement by their duly authorized officers, effective as of the date indicated above.

**CUSTOMER:**

**RAGER MOUNTAIN STORAGE COMPANY, LLC:**

By \_\_\_\_\_  
(Date)

By \_\_\_\_\_  
(Date)

Title \_\_\_\_\_

Title \_\_\_\_\_

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**RAGER MOUNTAIN STORAGE COMPANY, LLC**  
**CAPACITY RELEASE STORAGE AGREEMENT**

**Contract No.** \_\_\_\_\_

**Effective Date** \_\_\_\_\_

This Capacity Release Umbrella Agreement, made and entered into by and between \_\_\_\_\_, (herein called "Replacement Customer"), and RAGER MOUNTAIN STORAGE COMPANY, LLC, a Delaware limited liability company herein called "Company", (each of Company and Customer, a "Party," and collectively, the "Parties").

**W I T N E S S E T H:**

The Replacement Customer and Company hereby agree as follows:

**ARTICLE I**  
**SCOPE OF AGREEMENT**

Subject to the terms, conditions and limitations hereof, so long as the financial evaluation and credit appraisal requirements are met in order for Replacement Customer to be on Company's approved bidder list for capacity releases and to execute this Capacity Release Umbrella Agreement pursuant to Section 6.4 of the General Terms and Conditions of Company's FERC Gas Tariff, and this Capacity Release Umbrella Agreement is effective, Replacement Customer may bid from time to time on proposed capacity releases under Rate Schedule FSS pursuant to the procedure set forth in Section 6.4 of Company's General Terms and Conditions. If at any time a bid submitted by Replacement Customer is accepted by Company with respect to a given capacity release, Company will promptly finalize the appropriate Addendum to this Capacity Release Umbrella Agreement. The parties agree that each Addendum is an integral part of this Capacity Release Umbrella Agreement as if executed by the parties hereto and fully copied and set forth herein at length and is binding on the parties hereto. Upon finalization of such Addendum, Replacement Customer and Company agree that Replacement Customer shall be considered for all purposes as a Customer with respect to the released service.

Upon the finalization of an Addendum, subject to the terms, conditions and limitations hereof and of Company's Rate Schedule FSS, Company agrees to provide the released service for Replacement Customer under the applicable Rate Schedule, provided however, the Replacement Customer shall have qualified under the financial evaluation and credit appraisal requirements set forth in Section 6.3 of Company's General Terms and Conditions at the time it submitted the bid Company accepted with respect to such release.

Replacement Customer hereby agrees promptly to provide any information necessary for Company to reevaluate Company's credit appraisal as contemplated by Section 6.3 of Company's General Terms and Conditions and to advise Company of any material change in the information previously provided by the Replacement Customer to Company.



ARTICLE II  
TERM OF AGREEMENT

The term of this Capacity Release Umbrella Agreement shall commence on the Effective Date and shall continue in force and effect thereafter unless this Capacity Release Umbrella Agreement is terminated as hereinafter provided. If Company determines at any time that Replacement Customer fails to meet the financial standards or credit criteria of Section 6.3 of the General Terms and Conditions, Company may terminate this Capacity Release Umbrella Agreement and all Addenda attached hereto prospectively in accordance with Section 6.3 the General Terms and Conditions of Company's FERC Gas Tariff.

ARTICLE III  
RATE SCHEDULES

This Capacity Release Umbrella Agreement does not have separate terms and conditions for particular services, but only provides a means by which a Replacement Customer may utilize a service subject to the applicable provisions of the relevant Storage Service Agreement and the terms and conditions for Rate Schedule FSS, by finalization of a copy of an Addendum attached hereto and fully incorporated herein as a part of this Capacity Release Umbrella Agreement.

Replacement Customer agrees that Company shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to this Capacity Release Umbrella Agreement (b) the terms and conditions of this Capacity Release Umbrella Agreement, pursuant to which service hereunder is rendered or (c) any provision of the General Terms and Conditions applicable to this Capacity Release Umbrella Agreement. Company agrees that the Replacement Customer may protest or contest the aforementioned filings, and the Replacement Customer does not waive any rights it may have with respect to such filings.

ARTICLE IV  
ADDRESSES

Except as herein otherwise provided or as provided in the General Terms and Conditions of Company's FERC Gas Tariff, any notice, request, demand, statement, bill or payment provided for in this Capacity Release Umbrella Agreement, or any notice which any Party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified, or regular mail to the post office address of the parties hereto, as the case may be, as follows:

(a) Company:

RAGER MOUNTAIN STORAGE COMPANY, LLC  
2200 Energy Drive  
Canonsburg, PA 15317  
Attn: Gas Transportation Dept  
Telephone: (412) 395-3230  
e-mail: TransportationServices@equitransmidstream.com

(b) Replacement Customer:

[Name]  
[Address]

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

ARTICLE V  
INTERPRETATION

THE INTERPRETATION AND PERFORMANCE OF THIS CAPACITY RELEASE UMBRELLA AGREEMENT SHALL BE IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, WITHOUT RECOURSE TO THE LAW GOVERNING CONFLICT OF LAWS.

This Capacity Release Umbrella Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, either State or Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

ARTICLE VI  
RELATIONSHIP BETWEEN REPLACEMENT CUSTOMER  
AND RELEASING CUSTOMER

The parties recognize that, pursuant to Commission orders, Releasing Customer may require that the Replacement Customer agree that a breach of this Capacity Release Umbrella Agreement, including a failure to pay, or to pay timely, by Replacement Customer under this Capacity Release Umbrella Agreement, constitutes a breach of contract as between Replacement Customer and Releasing Customer. The existence of such an agreement will be indicated on the appropriate Addendum to this Capacity Release Umbrella Agreement. If Replacement Customer fails to pay Company, fails to timely pay Company, or otherwise breaches this Capacity Release Umbrella Agreement with Company: (a) both Replacement Customer and Releasing Customer (except to the extent otherwise provided in Section 6.4 of the General Terms and Conditions and except with respect to penalties attributable to Replacement Customer's conduct) shall be liable to Company for such failure to pay or breach (it being understood that nothing in this Article VI relieves Releasing Customer from responsibility to pay Company in accordance with its Storage Service Agreements with Company) and (b) if, as a result of such breach by Replacement Customer, Releasing Customer is accordingly required to pay Company or otherwise perform, Releasing Customer may have a cause of action for breach against Replacement Customer.

ARTICLE VII  
LIMITATION OF REMEDIES, LIABILITY AND DAMAGES

Unless expressly herein provided, neither Party shall be liable to the other for indirect, special, consequential, incidental, punitive or exemplary damages.

ARTICLE VIII – MISCELLANEOUS

8.1. This Agreement sets forth all understandings and agreements between the Parties respecting the subject matter hereof, and all prior agreements, understandings and representations, whether written or oral, respecting the subject matter hereof are superseded by this Agreement. No modification of the terms and provisions of this Agreement shall be made except by the execution by both Parties of a written agreement.

8.2. No waiver by a Party of any default(s) by the other Party in the performance of any provision, condition or requirement of this Agreement shall operate or be construed as a waiver of any future default(s), whether of a like or of a different character, nor in any manner release the defaulting Party from performance of any other provision, condition or requirement set forth herein.

8.3. If any provision of this Agreement is declared null and void or voidable by a court of competent jurisdiction, such declaration shall in no way affect the validity or effectiveness of the other provisions of this Agreement, which shall remain in full force and effect, and the Parties

shall thereafter use their commercially reasonable efforts to agree upon an equitable adjustment of the provisions of this Agreement with a view to effecting its purpose.

8.4. No presumption shall operate in favor of or against any Party as a result of any responsibility or role that any Party may have had in the drafting of this Agreement.

8.5. This Agreement shall not create any rights in third parties, and no provisions hereof shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than Company or Customer.

8.6. This Agreement may be executed in counterparts, and all such executed counterparts shall form part of this Agreement. A signature delivered by facsimile shall be deemed to be an original signature for purposes of this Agreement.

IN WITNESS WHEREOF, Replacement Customer and Rager Mountain Storage Company, LLC have executed this Agreement by their duly authorized officers, effective as of the date indicated above.

**REPLACEMENT CUSTOMER:**

**RAGER MOUNTAIN STORAGE COMPANY, LLC:**

By \_\_\_\_\_  
(Date)

By \_\_\_\_\_  
(Date)

Title \_\_\_\_\_

Title \_\_\_\_\_

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**RAGER MOUNTAIN STORAGE COMPANY LLC  
SERVICE AGREEMENT  
APPLICABLE TO LENDING AND PARKING  
SERVICE UNDER RATE SCHEDULE ILPS**

**Contract No.** \_\_\_\_\_

**Dated** \_\_\_\_\_

This Agreement is entered into by and between Rager Mountain Storage Company LLC (“Company”) and \_\_\_\_\_ (“Customer”).

1. Agreement (CHECK ONE)

\_\_\_ This is a new Agreement.

\_\_\_ This Agreement supersedes, terminates, and cancels Contract No. \_\_\_\_\_, dated \_\_\_\_\_. The superseded contract is no longer in effect.

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

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

4. For each transaction executed under this Agreement, an Exhibit to this Agreement shall specify, as appropriate, the applicable Maximum Daily Quantity (“MDQ”) and Maximum Quantity (“MQ”) of natural gas that may be loaned or parked, the applicable Fuel Reimbursement Rate, the designated Point(s) of service for parking and lending of natural gas, the effective date, and term of the transaction, and rate the Customer shall pay Company for services rendered for each transaction (including all other applicable charges and Fuel Reimbursement Rates authorized pursuant to Rate Schedule ILPS and the Tariff).

5. This Agreement shall be effective upon execution by both Company and Customer and shall remain in effect until terminated by either Party on thirty (30) days’ advance written notice; provided, however, that this Agreement shall remain in effect until the expiration of the latest expiring transaction executed under this Agreement.

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

7. Notices and Correspondence shall be sent to:

Rager Mountain Storage Company LLC  
2200 Energy Drive  
Canonsburg, PA 15317  
Attn: Gas Transportation Dept.  
Phone: (412) 395-3230  
E-mail Address: TransportationServices@equitransmidstream.com

Customer:

[Name]  
[Address]

Phone:  
Facsimile:  
E-mail Address:  
DUNS:  
Federal Tax I.D. No.:

Other contact information if applicable:

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

**CUSTOMER:**

By \_\_\_\_\_  
(Date)

Title \_\_\_\_\_

**RAGER MOUNTAIN STORAGE  
COMPANY LLC:**

By \_\_\_\_\_  
(Date)

Title \_\_\_\_\_

**EXHIBIT A-\_\_\_ Dated\_\_\_\_\_**  
**to the**  
**LENDING AND PARKING SERVICE AGREEMENT**  
**between RAGER MOUNTAIN STORAGE COMPANY LLC and**  
 \_\_\_\_\_ **[CUSTOMER],**  
**Pursuant to Rate Schedule ILPS**  
**Contract No. \_\_\_\_\_ Dated \_\_\_\_\_**

**1. Service under this Agreement is**

For Service Of

- Parking
- Lending

**2. Rates:**

Customer agrees to pay Company the following charges for all [insert Lending and/or Parking] Service furnished to Customer hereunder:

Lending and Parking Charge: [ \_\_\_\_ ]

Fuel Reimbursement (choose one):

- Quantity of Gas parked or loaned will be reduced by the Storage Loss Retainage Factor of \_\_\_\_\_%.
- A Storage Loss Retainage Factor will not be assessed as the transaction does not cause incremental storage losses.

**3. Term, Quantities, and Delivery Point(s):**

Term: Begin: \_\_\_\_\_ End: \_\_\_\_\_

Begin Date	End Date	Point of Service	Receipt to Company		Delivered to Customer	
			Maximum Daily Quantity MDQ	Maximum Quantity MQ	Maximum Daily Quantity MDQ	Maximum Quantity MQ

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

**CUSTOMER:**

By \_\_\_\_\_  
 (Date)

Title \_\_\_\_\_

**RAGER MOUNTAIN STORAGE COMPANY LLC**

By \_\_\_\_\_  
 (Date)

Title \_\_\_\_\_