

April 27, 2012

Ms. Kimberly D. Bose, Secretary  
Federal Energy Regulatory Commission  
888 First Street, NE  
Washington, DC 20426

Re: Texas Eastern Transmission, LP, Docket No. RP12-\_\_\_\_-000

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act<sup>1</sup> and Part 154 of the regulations of the Federal Energy Regulatory Commission ("Commission") promulgated thereunder,<sup>2</sup> Texas Eastern Transmission, LP ("Texas Eastern") hereby submits for filing as part of its FERC Gas Tariff, Eighth Revised Volume No. 1 ("Tariff") and its FERC Gas Tariff, Filed Agreements ("Filed Agreements Tariff"), the tariff records listed in Appendix A to be effective on June 1, 2012, and an applicable service agreement, which contains certain non-conforming provisions.

#### **STATEMENT OF NATURE, REASONS AND BASIS**

Contract No. 910900 is an agreement with EQT Energy, LLC ("EQT Energy") under Rate Schedule FT-1 that becomes effective on June 1, 2012 ("the Service Agreement"). Sections 154.1(d) and 154.112(b) of the Commission's regulations require pipelines to file any agreement that "deviates in any material aspect from the form of service agreement" in the pipeline's tariff.<sup>3</sup> The Commission will permit deviations that "do not present a risk of undue discrimination."<sup>4</sup> Texas Eastern is submitting the Service Agreement for review (see Appendix B) consistent with the Commission's regulations regarding non-conforming agreements.

The Service Agreement conforms to the form of service agreement for Rate Schedule FT-1 in all respects, with the exception of two provisions that are unique to the circumstances of EQT Energy. The parties' agreement to these contractual provisions was necessary and appropriate in light of these unique circumstances, as described further below. Accordingly, Texas Eastern requests that the Commission accept the deviations described below as permissible deviations that do not present a risk of undue discrimination.

Pursuant to Section 154.1(d) of the Commission's regulations, Texas Eastern submits herewith for filing, as part of its Tariff, a revised version of Section 3.18 of the General Terms and Conditions that designates the Service Agreement as a non-conforming agreement. Texas Eastern is also submitting Section 9 of its Filed Agreements Tariff, containing the executed Service Agreement with non-conforming provisions. A marked version of the executed Service Agreement against the current form of service agreement under Rate Schedule FT-1 is attached.

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<sup>1</sup> 15 U.S.C. § 717c (2006).

<sup>2</sup> 18 C.F.R. Part 154 (2011).

<sup>3</sup> 18 C.F.R. §§ 154.1(d), 154.112(b).

<sup>4</sup> *Natural Gas Pipeline Negotiated Rate Policies and Practices*, 104 FERC ¶ 61,134, P 27 (2003); see also *ANR Pipeline Co.*, 97 FERC ¶ 61,224 (2001).

### Deviations

Paragraph 3 of the Service Agreement contains a non-conforming provision that provides EQT Energy with the only right to provide notice of termination during the first three years following the primary term. This provision reflects EQT Energy's particular circumstances. EQT Energy is rapidly developing its Marcellus Shale acreage and at the same time attempting to tailor its pipeline transportation needs to provide a market for that production as the production comes on line. The service that EQT Energy has agreed to subscribe provides significant incremental revenue on a discrete portion of the Texas Eastern system and allows Texas Eastern to serve EQT Energy's early production needs on an interim basis as Texas Eastern works to develop and complete new infrastructure projects to serve the Marcellus Shale over the long-term. In light of the incremental revenue certainty associated with the EQT Energy agreement and Texas Eastern's desire to maintain that revenue certainty for an additional three years, Texas Eastern has agreed to waive its right to provide notice of termination during this period. Therefore, Texas Eastern requests that the Commission accept this non-conforming provision because it is unique to EQT Energy's particular circumstances and does not present a risk of undue discrimination.

Exhibit B to the Service Agreement contains footnotes that provide that deliveries at particular points shall be by displacement, and if displacement is not available, by physical flow, if possible, subject to the agreement of a third-party pipeline company to the receipt of such volumes. Further, arrangements for receipt by that third-party pipeline shall be the sole responsibility of the customer. This limitation reflects the mutual understanding of the parties and was reached through an agreement with this customer based on the particular circumstances and configuration of these specific points for this customer. Texas Eastern submits that this provision does not present a risk of undue discrimination because it merely specifies the type of delivery obligation (displacement) Texas Eastern has at these points and reflects unique operational constraints with this customer. The Commission approved identical provisions in Service Agreements between Texas Eastern and Shell Energy North America (US), L.P. effective September 1, 2010,<sup>5</sup> and October 1, 2010.<sup>6</sup> Accordingly, Texas Eastern requests that the Commission accept this provision as a permissible deviation.

### **PROPOSED EFFECTIVE DATE**

Texas Eastern proposes that the tariff records filed herein become effective on June 1, 2012. Texas Eastern respectfully requests any waivers that may be required for the Commission to accept the tariff records filed herein to become effective on June 1, 2012.

### **IMPLEMENTATION**

Pursuant to Section 154.7(a)(9) of the Commission's regulations, 18 C.F.R. § 154.7(a)(9), Texas Eastern files this motion to place the revised tariff records filed herein into effect at the

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<sup>5</sup> See *Texas Eastern Transmission, LP*, Docket No. RP10-1091-000, unpublished letter order issued on September 22, 2010.

<sup>6</sup> See *Texas Eastern Transmission, LP*, Docket No. RP10-1363-000, unpublished letter order issued on October 21, 2010.

expiration of any suspension period set by the Commission, provided that the tariff changes are approved as filed and without condition. In the event the tariff records filed herewith are not approved as filed and without condition, Texas Eastern reserves the right to file a motion at a later date to place such tariff records into effect.

## **COMPLIANCE WITH REGULATIONS**

In compliance with Section 154.4(c) of the Commission's regulations, 18 C.F.R. § 154.4(c), all contents of this filing are being submitted as part of an XML filing package in conformance with the Secretary of the Commission's instructions.

In compliance with Section 154.201(a) of the Commission's regulations, 18 C.F.R. § 154.201(a), a marked version of the proposed tariff records showing additions to and deletions from the currently effective tariff records is attached.

Copies of this filing are being posted in accordance with Section 154.207 of the Commission's regulations, 18 C.F.R. § 154.207. In accordance with Section 154.208 of the Commission's regulations, 18 C.F.R. § 154.208, copies of this filing are being sent to all affected customers of Texas Eastern and interested state commissions.

## **CORRESPONDENCE AND COMMUNICATION**

All correspondence and communications regarding this filing should be addressed to the following:

\* Janice K. Devers  
General Manager, Tariffs and Commercial Development  
Texas Eastern Transmission, LP  
P. O. Box 1642  
Houston, TX 77251-1642  
Phone: (713) 627-6170  
Email: [jkdevers@spectraenergy.com](mailto:jkdevers@spectraenergy.com)

and

\* Marcy F. Collins  
Associate General Counsel  
Texas Eastern Transmission, LP  
P. O. Box 1642  
Houston, TX 77251-1642  
Phone: (713) 627-6137  
Email: [mfcollins@spectraenergy.com](mailto:mfcollins@spectraenergy.com)

\* Parties to be designated on the Commission's Official Service List.

Ms. Kimberly D. Bose, Secretary

April 27, 2012

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Please contact the undersigned at (713) 627-6170 with any questions regarding this filing.

Respectfully submitted,

/s/ Janice K. Devers

Janice K. Devers, General Manager  
Tariffs and Commercial Development

Enclosures

## APPENDIX A

### TEXAS EASTERN TRANSMISSION, LP Eighth Revised Volume No. 1

<b><u>Version</u></b>	<b><u>Section (Description &amp; Title)</u></b>
	<i>Part 6 – General Terms and Conditions</i>
10.0.0	3.18 Materially Non-Conforming Agreements

### TEXAS EASTERN TRANSMISSION, LP Filed Agreements

<b><u>Version</u></b>	<b><u>Section (Description &amp; Title)</u></b>
0.0.0	9. EQT Energy – contract 910900

## **CLEAN TARIFF RECORDS**

### 3.18 Materially Non-Conforming Service Agreements

The following service agreements are being listed in accordance with Section 154.112(b) of the Commission's regulations. This list of agreements will be updated to reflect new agreements containing material, non-conforming provisions, with the exception of an extension in the term of one of the agreements identified below.

Customer Name	Contract Number	Rate Schedule	Primary Term Begin Date
Algonquin Gas Transmission, LLC	400226	SS-1	11/01/1999
Ameren Illinois Company dba Ameren Illinois	400181	SS-1	11/01/1993
Arkansas Western Gas Company	400184	SS-1	05/01/1994
Atmos Energy Corporation	400227	SS-1	06/01/2000
Atmos Energy Corporation	400243	SS-1	12/01/2008
Bay State Gas Company	400193	SS-1	09/01/1994
Boston Gas Company d/b/a National Grid	400225	SS-1	11/01/1999
Brooklyn Union Gas Company d/b/a National Grid	400186	SS-1	06/01/1994
CenterPoint Energy Services, Inc.	910661	FT-1	11/01/2010
Chesapeake Utilities Corporation - Maryland Division	910807	FT-1	01/01/2011
Chesapeake Utilities Corporation - Delaware Division	910808	FT-1	01/01/2011
Colonial Gas Company d/b/a National Grid	400200	SS-1	11/01/2001
Columbia Gas Transmission Corporation	910587R1	FT-1	07/01/2006
Connecticut Natural Gas Corporation	400223	SS-1	12/01/1996
Connecticut Natural Gas Corporation	400229	SS-1	05/01/2004
Connecticut Natural Gas Corporation	800529	CDS	10/01/2003
ConocoPhillips Company	910662	FT-1	11/01/2010
ConocoPhillips Company	910882	FT-1	11/01/2011
Consolidated Edison Company of New York, Inc.	400224	SS-1	01/01/1999
EQT Energy, LLC	910900	FT-1	03/01/2012
KGen Hinds, LLC	830103	FT-1	04/01/2001
Narragansett Electric Company (The) d/b/a National Grid	331722	FTS-7	11/01/1996
Narragansett Electric Company (The) d/b/a National Grid	331819	FTS-8	11/01/1996
Narragansett Electric Company (The) d/b/a National Grid	400185	SS-1	05/01/1994
Narragansett Electric Company (The) d/b/a National Grid	400221	SS-1	06/01/1996
New England Gas Company - Fall River	400187	SS-1	09/01/1994
New England Gas Company - North Attleboro	400220	SS-1	10/01/1995
New Jersey Natural Gas Company	331724	FTS-7	11/01/2002
New Jersey Natural Gas Company	331821	FTS-8	11/01/2002
New Jersey Natural Gas Company	400188	SS-1	11/01/1999
New Jersey Natural Gas Company	910610	FT-1	11/01/2008
Nstar Gas Company	331723	FTS-7	11/01/1996
Nstar Gas Company	331820	FTS-8	11/01/1996
Nstar Gas Company	800527	CDS	10/01/2003
Orange and Rockland Utilities, Inc.	400216	SS-1	11/01/1994

Customer Name	Contract Number	Rate Schedule	Primary Term Begin Date
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Paulsboro Refining Company LLC	800526	FT-1	12/04/1998
Peco Energy Company	400120	SS-1	07/01/2003
Philadelphia Gas Works	331725	FTS-7	11/01/1996
Philadelphia Gas Works	331822	FTS-8	11/01/1996
Pivotal Utility Holdings, Inc.	400196	SS-1	10/01/1994
PPL EnergyPlus, LLC	910663	FT-1	11/01/2010
PSEG Power, LLC	400241	SS-1	11/01/2007
Shell Energy North America (US), L.P.	910791	FT-1	10/01/2010
Southern Connecticut Gas Company	400192	SS-1	05/01/1994
Southern Connecticut Gas Company	400233	SS-1	05/01/2004
Southern Connecticut Gas Company	800304	CDS	10/01/2003
UGI Central Penn Gas, Inc.	400190	SS-1	05/01/1994
Union Electric Company DBA AmerenUE	400211	SS-1	05/01/1999
Union Electric Company DBA AmerenUE	400237	SS-1	07/01/2006
Union Electric Company DBA AmerenUE	800241	CDS	11/01/1997
Union Electric Company DBA AmerenUE	800242	FT-1	11/01/1997
Yankee Gas Services Company	400191	SS-1	09/01/1994

**Texas Eastern Transmission, LP**

**FERC NGA Gas Tariff**

**Filed Agreements**

**Effective on June 1, 2012**

**(Version 0.0.0, Section 9.) EQT Energy, LLC - contract 910900**

**Option Code "A"**

SERVICE AGREEMENT  
FOR RATE SCHEDULE FT-1

Date: 4/24/12

Contract No. 910900-R2

SERVICE AGREEMENT

This AGREEMENT is entered into by and between Texas Eastern Transmission, LP, ("Pipeline") and EQT ENERGY, LLC ("Customer").

WHEREAS, Customer and Pipeline are currently parties to an executed service agreement dated February 13, 2012, under Pipeline's Rate Schedule FT-1 (Pipeline's Contract No. 910900R1); and

WHEREAS, Customer and Pipeline desire to enter into this Service Agreement to supersede Pipeline's currently effective Contract No. 910900R1;

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

1. Pipeline shall deliver and Customer shall take and pay for service pursuant to the terms of this Agreement and subject to Pipeline's Rate Schedule FT-1 and the General Terms and Conditions of Pipeline's Tariff, which are incorporated herein by reference and made a part hereof.
2. The Maximum Daily Quantity (MDQ) for service under this Agreement and any right to increase or decrease the MDQ during the term of this Agreement are listed on Exhibit D attached hereto. The Point(s) of Receipt and Point(s) of Delivery, respectively, are listed on Exhibits A and B attached hereto. Customer's Zone Boundary Entry Quantity and Zone Boundary Exit Quantity for each of Pipeline's Zones are specified on Exhibit C attached hereto. Exhibit(s) A, B, C, and D are incorporated herein by reference and made a part hereof.

Pipeline shall not be obligated to, but may at its discretion, receive at any Point of Receipt on any Day a Quantity of Gas in excess of the applicable Maximum Daily Receipt Obligation (MDRO), plus Applicable Shrinkage, but shall not receive in the aggregate at all Points of Receipt on any Day a Quantity of Gas in excess of the applicable MDQ, plus Applicable Shrinkage. Pipeline shall not be obligated to, but may at its discretion, deliver at any Point of Delivery on any Day a Quantity of Gas in excess of the applicable Maximum Daily Delivery Obligation (MDDO), but shall not deliver in the aggregate at all Points of Delivery on any Day a Quantity of Gas in excess of the applicable MDQ.

3. This Agreement shall be effective on June 1, 2012 and shall continue for a term ending on and including February 28, 2014 ("Primary Term") and shall remain in force from year to year thereafter unless terminated by either party upon 1 year prior written notice; provided however, Pipeline hereby waives its right to provide such notice of termination during the first three years following the Primary Term. This Agreement may be terminated at any time by Pipeline in the event Customer fails to pay part or all of the amount of any bill for service hereunder and such failure continues for thirty (30) days after payment is due; provided, Pipeline gives thirty (30) days prior written notice to Customer of such termination and provided further such termination shall not be effective if, prior to the date of termination, Customer either pays such outstanding bill or furnishes a good and sufficient surety bond or other form of security reasonably acceptable to Pipeline guaranteeing payment to Pipeline of such outstanding bill. Any portions of this Agreement necessary to correct or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Pipeline's Tariff shall survive the other parts of this Agreement until such time as such balancing has been accomplished.

If this Agreement qualifies as a "ROFR Agreement" as defined in the General Terms and Conditions of Pipeline's Tariff, the provision of a termination notice by either Customer or Pipeline, pursuant to this article 3, a notice of partial reduction in MDQ pursuant to Exhibit D or the expiration of this Agreement of its own terms triggers Customer's right of first refusal under Section 3.13 of the General Terms and Conditions of Pipeline's Gas Tariff.

4. Maximum rates, charges, and fees shall be applicable to service pursuant to this Agreement except during the specified term of a discounted rate or a Negotiated Rate to which Customer and Pipeline have agreed. Provisions governing such discounted rate shall be as specified in the Discount Confirmation to this Agreement. Provisions governing such Negotiated Rate and term shall be as specified on an appropriate Statement of Negotiated Rates filed, with the consent of Customer, as part of Pipeline's Tariff. It is further agreed that Pipeline may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Pipeline's Tariff, and Pipeline shall have the right to place such changes in effect in accordance with the Natural Gas Act. Notwithstanding the foregoing, Customer does not agree that Pipeline shall have the unilateral right without the consent of Customer subsequent to the execution of this Agreement and Pipeline shall not have the right during the effectiveness of this Agreement to make any filings pursuant to Section 4 of the Natural Gas Act to change the MDQ, the term of the

agreement, the Point(s) of Receipt, the Point(s) of Delivery, or the firm character of the service hereunder. 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.

5. All Natural Gas tendered to Pipeline for Customer's account shall conform to the quality specifications set forth in Section 5 of Pipeline's General Terms and Conditions. Customer agrees that in the event Customer tenders for service hereunder and Pipeline agrees to accept Natural Gas which does not comply with Pipeline's quality specifications, as expressly provided for in Section 5 of Pipeline's General Terms and Conditions, Customer shall pay all costs associated with processing of such Gas as necessary to comply with such quality specifications. Customer shall execute or cause its supplier to execute, if such supplier has retained processing rights to the Gas delivered to Customer, the appropriate agreements prior to the commencement of service for the transportation and processing of any liquefiable hydrocarbons and any PVR quantities associated with the processing of Gas received by Pipeline at the Point(s) of Receipt under such Customer's service agreement. In addition, subject to the execution of appropriate agreements, Pipeline is willing to transport liquids associated with the Gas produced and tendered for transportation hereunder.
6. Unless otherwise required in the Tariff, all notices shall be in writing and shall be considered duly delivered when mailed to the applicable address below or transmitted via facsimile. Customer or Pipeline may change the addresses or other information below by written notice to the other without the necessity of amending this Agreement:

Pipeline: TEXAS EASTERN TRANSMISSION, LP  
5400 WESTHEIMER COURT  
HOUSTON, TX 77056-5310

Customer: EQT ENERGY, LLC  
625 LIBERTY AVENUE  
SUITE 1700  
PITTSBURGH, PA 15222

7. The interpretation and performance of this Agreement shall be in accordance with the laws of the state of TEXAS, excluding conflicts of law principles that would require the application of the laws of a different jurisdiction.
8. This Agreement supersedes and cancels, as of the effective date of this Agreement, the contract(s) between the parties hereto as described below:

All prior contract(s) between the parties related to the service hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers and/or Representatives thereunto duly authorized to be effective as of the date stated above.

EQT ENERGY, LLC

By:    
Pud

TEXAS EASTERN TRANSMISSION, LP  
by its General Partner  
Spectra Energy Transmission Services, LLC

By: 

**EXHIBIT A, TRANSPORTATION PATHS  
FOR BILLING PURPOSES, DATED June 1, 2012,  
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1  
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")  
AND EQT ENERGY, LLC ("Customer")  
DATED April 24, 2012**

**(1) Customer's firm Point(s) of Receipt:**

Point of Receipt	Description	Maximum Daily Receipt Obligation (plus Applicable Shrinkage) (dth)	Measurement Responsibilities	Owner	Operator
73705	EQUITRANS/MORRIS LL, GREENE CO., PA. GREENE CO., PA	5,000	TX EAST TRAN	N/A	EQUITRANS LP
73706	EQUITRANS/BRADEN RUN, GREENE CO., PA. GREENE CO., PA	185,000	TX EAST TRAN	EQUITRANS LP	EQUITRANS LP
75007	EQUITABLE GAS CO. - MORRIS, PA (DEL 70007/REC 7600 GREENE CO., PA	5,000	TX EAST TRAN	TX EAST TRAN	EQUITRANS
75009	EQUITABLE GAS CO. - CRAYNE, PA (D70009/R76009) GREENE CO., PA	5,000	TX EAST TRAN	EQUITRANS	EQUITRANS

(2) Customer shall have Pipeline's Master Receipt Point List ("MRPL"). Customer hereby agrees that Pipeline's MRPL as revised and published by Pipeline from time to time is incorporated herein by reference.

Customer hereby agrees to comply with the Receipt Pressure Obligation as set forth in Section 6 of Pipeline's General Terms and Conditions at such Point(s) of Receipt.

Transportation Path	Transportation Path Quantity
M2 to M2 (Backhaul only)	200,000

**EXHIBIT A, TRANSPORTATION PATHS  
FOR BILLING PURPOSES, DATED June 1, 2012 ,**

SIGNED FOR IDENTIFICATION:

PIPELINE: Mark Fiedal

CUSTOMER: McCluskey Hyland *Pol*  
*Red*

SUPERSEDES EXHIBIT A DATED N/A

Legal Approved by MFC, Asset Planning Approved by JDH, Credit Approved by HVP

**EXHIBIT B, POINT(S) OF DELIVERY, DATED June 1, 2012,  
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1  
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")  
AND EQT ENERGY, LLC ("Customer")  
DATED April 24, 2012**

<b>Point of Delivery</b>	<b>Description</b>	<b>Maximum Daily Delivery Obligation (dth)</b>	<b>Delivery Pressure Obligation</b>	<b>Measurement Responsibilities</b>	<b>Owner</b>	<b>Operator</b>
70004	DOMINION TRANSMISSION INC - CLARINGTON, OH MONROE CO., OH	5,000	AT SUCH PRESSURE AVAILABLE IN PIPELINE'S FACILITIES AT THE POINT OF DELIVERY NOT TO EXCEED THE MAXIMUM ALLOWABLE OPERATING PRESSURE OF THE PIPELINE	TX EAST TRAN	TX EAST TRAN	DOMIN TRANS
70041	COLUMBIA GAS - LEBANON, OH WARREN CO., OH	25,000	AT SUCH PRESSURE AVAILABLE IN PIPELINE'S FACILITIES AT THE POINT OF DELIVERY NOT TO EXCEED THE MAXIMUM ALLOWABLE OPERATING PRESSURE OF THE PIPELINE	TX EAST TRAN	TX EAST TRAN	COLUMBIA GA
70215 *	TEXAS GAS TRANSMISSION CORP. - LEBANON, OH WARREN CO., OH	5,000	AT SUCH PRESSURE AVAILABLE IN PIPELINE'S FACILITIES AT THE POINT OF DELIVERY NOT TO EXCEED THE MAXIMUM ALLOWABLE OPERATING PRESSURE OF THE PIPELINE	TX GAS LLC	TX GAS LLC	TX GAS LLC

\* Deliveries at Texas Gas Transmission Corp.-Lebanon OH, Warren Co., OH (Meter 70215) shall be by displacement and if displacement is not available, by physical flow, if possible, subject to the agreement of Texas Gas Transmission, LLC ("TX GAS LLC") to the receipt of such volumes. Arrangements for receipts by TX GAS LLC shall be the sole responsibility of Customer.

**EXHIBIT B, POINT(S) OF DELIVERY, DATED June 1, 2012,  
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1  
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")  
AND EQT ENERGY, LLC ("Customer")  
DATED April 24, 2012**

Point of Delivery	Description	Maximum Daily Delivery Obligation (dth)	Delivery Pressure Obligation	Measurement Responsibilities	Owner	Operator
73297	DUKE ENERGY WASHINGTON II, LLC WASHINGTON CO., OH	5,000	AT SUCH PRESSURE AVAILABLE IN PIPELINE'S FACILITIES AT THE POINT OF DELIVERY NOT TO EXCEED THE MAXIMUM ALLOWABLE OPERATING PRESSURE OF THE PIPELINE	TX EAST TRAN	DUKE WASH II	DUKE WASH II
73334	OHIO POWER COMPANY - WATERFORD - WASHINGTON CO., OH WASHINGTON CO., OH	25,000	AT SUCH PRESSURE AVAILABLE IN PIPELINE'S FACILITIES AT THE POINT OF DELIVERY NOT TO EXCEED THE MAXIMUM ALLOWABLE OPERATING PRESSURE OF THE PIPELINE	TX EAST TRAN	OHIO POWER	OHIO POWER
73580 *	KINDER MORGAN REX CLARINGTON, MONROE CO., OHIO. MONROE CO., OH	5,000	AT SUCH PRESSURE AVAILABLE IN PIPELINE'S FACILITIES AT THE POINT OF DELIVERY NOT TO EXCEED THE MAXIMUM ALLOWABLE OPERATING PRESSURE OF THE PIPELINE	TX EAST TRAN	ROCKIES EXPR	ROCKIES EXPR

\* Deliveries at Kinder Morgan REX-Clarington, Monroe Co., Ohio (Meter 73580) shall be by displacement and if displacement is not available, by physical flow, if possible, subject to the agreement of Rockies Express Pipeline, LLC ("ROCKIES EXPR") to the receipt of such volumes. Arrangements for receipts by ROCKIES EXPR shall be the sole responsibility of Customer.

**EXHIBIT B, POINT(S) OF DELIVERY, DATED June 1, 2012,  
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1  
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")  
AND EQT ENERGY, LLC ("Customer")  
DATED April 24, 2012**

<b>Point of Delivery</b>	<b>Description</b>	<b>Maximum Daily Delivery Obligation (dth)</b>	<b>Delivery Pressure Obligation</b>	<b>Measurement Responsibilities</b>	<b>Owner</b>	<b>Operator</b>
74040	EAST OHIO GAS - CLARINGTON, OH MONROE CO., OH	5,000	AT SUCH PRESSURE AVAILABLE IN PIPELINE'S FACILITIES AT THE POINT OF DELIVERY NOT TO EXCEED THE MAXIMUM ALLOWABLE OPERATING PRESSURE OF THE PIPELINE	TX EAST TRAN	EAST OHIO	EAST OHIO
79141	LATERAL 10-U - DENA HANGING ROCK - MAINLINE SCIOTO CO., OH	120,000	AT SUCH PRESSURE AVAILABLE IN PIPELINE'S FACILITIES AT THE POINT OF DELIVERY NOT TO EXCEED THE MAXIMUM ALLOWABLE OPERATING PRESSURE OF THE PIPELINE	TX EAST TRAN	TX EAST TRAN	TX EAST TRAN
79941*	ANR/TETCO (LEBANON LATERAL-ANR CAPACITY) WARREN CO., OH	5,000	AT SUCH PRESSURE AVAILABLE IN PIPELINE'S FACILITIES AT THE POINT OF DELIVERY NOT TO EXCEED THE MAXIMUM ALLOWABLE OPERATING PRESSURE OF THE PIPELINE	TX EAST TRAN	TX EAST TRAN	ANR P/L

\* Deliveries at ANR/TETCO (Lebanon Lateral-ANR Capacity), Warren Co., OH (Meter 79941) shall be by displacement and if displacement is not available, by physical flow, if possible, subject to the agreement of ANR Pipeline Company ("ANR P/L") to the receipt of such volumes. Arrangements for receipts by ANR P/L shall be the sole responsibility of Customer.

**EXHIBIT B, POINT(S) OF DELIVERY, DATED June 1, 2012,  
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1  
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")  
AND EQT ENERGY, LLC ("Customer")  
DATED April 24, 2012**

SIGNED FOR IDENTIFICATION:-

PIPELINE: Mark Fiedor

CUSTOMER: Mike Hyland *gd*  
*20*

SUPERSEDES EXHIBIT B DATED N/A

Legal Approved by MFC. Asset Planning Approved by JDH. Credit Approved by HVP

**EXHIBIT C, ZONE BOUNDARY ENTRY QUANTITY  
AND ZONE BOUNDARY EXIT QUANTITY, DATED June 1, 2012,  
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1  
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")  
AND EQT ENERGY, LLC ("Customer")  
DATED April 24, 2012**

**ZONE BOUNDARY ENTRY QUANTITY  
Dth/D**

FROM	TO					
	M1-24	M1-30	M2-24	M2-30	M2	M3
ETX						
ELA						
M1-24						
M1-30						
M2-24						
M2-30						
M2						
M3						

**Not Applicable**

**EXHIBIT C, ZONE BOUNDARY ENTRY QUANTITY  
AND ZONE BOUNDARY EXIT QUANTITY, DATED April 24, 2012,**

**ZONE BOUNDARY EXIT QUANTITY  
Dth/D**

FROM	TO					
	M1-24	M1-30	M2-24	M2-30	M2	M3
M1-24						
M1-30						
M2-24			Not Applicable			
M2-30						
M2						
M3						

SIGNED FOR IDENTIFICATION:

PIPELINE: Mark Fredrick

CUSTOMER: M. Chase Hyland

Per JAD

SUPERSEDES EXHIBIT C DATED N/A

**EXHIBIT D, TRANSPORTATION QUANTITIES,**  
**DATED June 1, 2012,**  
**TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1**  
**BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")**  
**AND EQT ENERGY, LLC ("Customer")**  
**DATED April 24, 2012**

MAXIMUM DAILY QUANTITY (MDQ): 200,000 Dth

**Dth                      Period**

PARTIAL QUANTITY REDUCTION RIGHTS: Customer elects to partially reduce Customer's Maximum Daily Quantity by N/A Dth as of N/A, or any subsequent anniversary date, upon providing N/A year(s) prior written notice to Pipeline.

Pipeline and Customer agree that, if this Agreement qualifies as a "ROFR Agreement", (i) the foregoing contractual right to partially reduce Customer's MDQ is in addition to and not in lieu of any ROFR right to reduce Customer's MDQ on a non-geographic basis upon termination or expiration of this service agreement and (ii) only the partial reduction pursuant to the foregoing contractual right to partially reduce Customer's MDQ is subject to the ROFR procedures specified in the General Terms and Conditions of Pipeline's Tariff and Customer may retain the balance of the MDQ without being subject to the ROFR procedures.

PIPELINE: Mark Friedman

CUSTOMER: M. Elise Hyland PK  
JED

SUPERSEDES EXHIBIT D DATED N/A

Legal Approved by MFC. Asset Planning Approved by JDH. Credit Approved by HVP

## **MARKED TARIFF RECORDS**

### 3.18 Materially Non-Conforming Service Agreements

The following service agreements are being listed in accordance with Section 154.112(b) of the Commission's regulations. This list of agreements will be updated to reflect new agreements containing material, non-conforming provisions, with the exception of an extension in the term of one of the agreements identified below.

Customer Name	Contract Number	Rate Schedule	Primary Term Begin Date
Algonquin Gas Transmission, LLC	400226	SS-1	11/01/1999
Ameren Illinois Company dba Ameren Illinois	400181	SS-1	11/01/1993
Arkansas Western Gas Company	400184	SS-1	05/01/1994
Atmos Energy Corporation	400227	SS-1	06/01/2000
Atmos Energy Corporation	400243	SS-1	12/01/2008
Bay State Gas Company	400193	SS-1	09/01/1994
Boston Gas Company d/b/a National Grid	400225	SS-1	11/01/1999
Brooklyn Union Gas Company d/b/a National Grid	400186	SS-1	06/01/1994
CenterPoint Energy Services, Inc.	910661	FT-1	11/01/2010
Chesapeake Utilities Corporation - Maryland Division	910807	FT-1	01/01/2011
Chesapeake Utilities Corporation - Delaware Division	910808	FT-1	01/01/2011
Colonial Gas Company d/b/a National Grid	400200	SS-1	11/01/2001
Columbia Gas Transmission Corporation	910587R1	FT-1	07/01/2006
Connecticut Natural Gas Corporation	400223	SS-1	12/01/1996
Connecticut Natural Gas Corporation	400229	SS-1	05/01/2004
Connecticut Natural Gas Corporation	800529	CDS	10/01/2003
ConocoPhillips Company	910662	FT-1	11/01/2010
ConocoPhillips Company	910882	FT-1	11/01/2011
Consolidated Edison Company of New York, Inc.	400224	SS-1	01/01/1999
<a href="#">EQT Energy, LLC</a>	<a href="#">910900</a>	<a href="#">FT-1</a>	<a href="#">03/01/2012</a>
KGen Hinds, LLC	830103	FT-1	04/01/2001
Narragansett Electric Company (The) d/b/a National Grid	331722	FTS-7	11/01/1996
Narragansett Electric Company (The) d/b/a National Grid	331819	FTS-8	11/01/1996
Narragansett Electric Company (The) d/b/a National Grid	400185	SS-1	05/01/1994
Narragansett Electric Company (The) d/b/a National Grid	400221	SS-1	06/01/1996
New England Gas Company - Fall River	400187	SS-1	09/01/1994
New England Gas Company - North Attleboro	400220	SS-1	10/01/1995
New Jersey Natural Gas Company	331724	FTS-7	11/01/2002
New Jersey Natural Gas Company	331821	FTS-8	11/01/2002
New Jersey Natural Gas Company	400188	SS-1	11/01/1999
New Jersey Natural Gas Company	910610	FT-1	11/01/2008
Nstar Gas Company	331723	FTS-7	11/01/1996
Nstar Gas Company	331820	FTS-8	11/01/1996
Nstar Gas Company	800527	CDS	10/01/2003
Orange and Rockland Utilities, Inc.	400216	SS-1	11/01/1994

Customer Name	Contract Number	Rate Schedule	Primary Term Begin Date
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Paulsboro Refining Company LLC	800526	FT-1	12/04/1998
Peco Energy Company	400120	SS-1	07/01/2003
Philadelphia Gas Works	331725	FTS-7	11/01/1996
Philadelphia Gas Works	331822	FTS-8	11/01/1996
Pivotal Utility Holdings, Inc.	400196	SS-1	10/01/1994
PPL EnergyPlus, LLC	910663	FT-1	11/01/2010
PSEG Power, LLC	400241	SS-1	11/01/2007
Shell Energy North America (US), L.P.	910791	FT-1	10/01/2010
Southern Connecticut Gas Company	400192	SS-1	05/01/1994
Southern Connecticut Gas Company	400233	SS-1	05/01/2004
Southern Connecticut Gas Company	800304	CDS	10/01/2003
UGI Central Penn Gas, Inc.	400190	SS-1	05/01/1994
Union Electric Company DBA AmerenUE	400211	SS-1	05/01/1999
Union Electric Company DBA AmerenUE	400237	SS-1	07/01/2006
Union Electric Company DBA AmerenUE	800241	CDS	11/01/1997
Union Electric Company DBA AmerenUE	800242	FT-1	11/01/1997
Yankee Gas Services Company	400191	SS-1	09/01/1994

**Texas Eastern Transmission, LP**

**FERC NGA Gas Tariff**

**Filed Agreements**

**Effective on June 1, 2012**

**(Version 0.0.0, Section 9.) EQT Energy, LLC - contract 910900**

**Option Code "A"**

SERVICE AGREEMENT  
FOR RATE SCHEDULE FT-1

Date: \_\_\_\_\_,

Contract No. 910900-R2

SERVICE AGREEMENT

This AGREEMENT is entered into by and between Texas Eastern Transmission, LP, ("Pipeline") and EQT ENERGY, LLC ("Customer").

WHEREAS, Customer and Pipeline are currently parties to an executed service agreement dated February 13, 2012, under Pipeline's Rate Schedule FT-1 (Pipeline's Contract No. 910900R1); and

WHEREAS, Customer and Pipeline desire to enter into this Service Agreement to supersede Pipeline's currently effective Contract No. 910900R1;

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

1. Pipeline shall deliver and Customer shall take and pay for service pursuant to the terms of this Agreement and subject to Pipeline's Rate Schedule FT-1 and the General Terms and Conditions of Pipeline's Tariff, which are incorporated herein by reference and made a part hereof.
2. The Maximum Daily Quantity (MDQ) for service under this Agreement and any right to increase or decrease the MDQ during the term of this Agreement are listed on Exhibit D attached hereto. The Point(s) of Receipt and Point(s) of Delivery, respectively, are listed on Exhibits A and B attached hereto. Customer's Zone Boundary Entry Quantity and Zone Boundary Exit Quantity for each of Pipeline's Zones are specified on Exhibit C attached hereto. Exhibit(s) A, B, C, and D are incorporated herein by reference and made a part hereof.

Pipeline shall not be obligated to, but may at its discretion, receive at any Point of Receipt on any Day a Quantity of Gas in excess of the applicable Maximum Daily Receipt Obligation (MDRO), plus Applicable Shrinkage, but shall not receive in the aggregate at all Points of Receipt on any Day a Quantity of Gas in excess of the applicable MDQ, plus Applicable Shrinkage. Pipeline shall not be obligated to, but may at its discretion, deliver at any Point of Delivery on any Day a Quantity of Gas in excess of the applicable Maximum Daily Delivery Obligation (MDDO), but shall not deliver in the aggregate at all Points of Delivery on any Day a Quantity of Gas in excess of the applicable MDQ.

3. This Agreement shall be effective on June 1, 2012 and shall continue for a term ending on and including February 28, 2014 ("Primary Term") and shall remain in force from year to year thereafter unless terminated by either party upon 1 year prior written notice; provided however, Pipeline hereby waives its right to provide such notice of termination during the first three years following the Primary term. This Agreement may be terminated at any time by Pipeline in the event Customer fails to pay part or all of the amount of any bill for service hereunder and such failure continues for thirty (30) days after payment is due; provided, Pipeline gives thirty (30) days prior written notice to Customer of such termination and provided further such termination shall not be effective if, prior to the date of termination, Customer either pays such outstanding bill or furnishes a good and sufficient surety bond or other form of security reasonably acceptable to Pipeline guaranteeing payment to Pipeline of such outstanding bill. Any portions of this Agreement necessary to correct or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Pipeline's Tariff shall survive the other parts of this Agreement until such time as such balancing has been accomplished.

If this Agreement qualifies as a "ROFR Agreement" as defined in the General Terms and Conditions of Pipeline's Tariff, the provision of a termination notice by either Customer or Pipeline, pursuant to this article 3, a notice of partial reduction in MDQ pursuant to Exhibit D or the expiration of this Agreement of its own terms triggers Customer's right of first refusal under Section 3.13 of the General Terms and Conditions of Pipeline's Gas Tariff.


4. Maximum rates, charges, and fees shall be applicable to service pursuant to this Agreement except during the specified term of a discounted rate or a Negotiated Rate to which Customer and Pipeline have agreed. Provisions governing such discounted rate shall be as specified in the Discount Confirmation to this Agreement. Provisions governing such Negotiated Rate and term shall be as specified on an appropriate Statement of Negotiated Rates filed, with the consent of Customer, as part of Pipeline's Tariff. It is further agreed that Pipeline may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Pipeline's Tariff, and Pipeline shall have the right to place such changes in effect in accordance with the Natural Gas Act. Notwithstanding the foregoing, Customer does not agree that Pipeline shall have the unilateral right without the consent of Customer subsequent to the execution of this Agreement and Pipeline shall not have the right during the effectiveness of this Agreement to make any filings pursuant to Section 4 of the Natural Gas Act to change the MDQ, the term of the

# Summary of Comments on Service Agreement for 910900


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Page: 1


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 Number: 1 Author: #1. (9 chars) Inserted Date: 4/12/2012 2:42:58 PM  
910900-R2


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 Number: 2 Author: #2. (16 chars) Inserted Date: 4/12/2012 2:42:58 PM  
EQT ENERGY, LLC


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 Number: 3 Author: #3. (395 chars) Changed From Date: 4/12/2012 2:42:58 PM  
[this and an additional clause(s) may be included to describe the historical or factual context of the Agreement, to describe or identify a precedent agreement, and any other agreements if applicable, between Pipeline and Customer related to the Agreement, and/or to describe or define the facilities necessary to provide service under the Agreement, and will not include binding consideration.]


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 Number: 4 Author: #4. (423 chars) Deleted Date: 4/12/2012 2:42:58 PM  
[In the event that a precedent agreement for a new or an expansion project contains credit provisions applicable to Customer's capacity related to such project, the following language shall be included in Customer's Service Agreement: "The credit requirements applicable to this Agreement are set forth in that certain Precedent Agreement dated \_\_\_\_\_ between Texas Eastern and Customer related to this Agreement. "]


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 Number: 5 Author: #5. (412 chars) Changed From Date: 4/12/2012 2:42:58 PM  
\_\_\_\_\_[this blank may include a date certain, a date either earlier or later than a specified date certain based on the completion of construction of facilities necessary to provide service under the Agreement, a date set forth in or established by a relevant order from the Federal Energy Regulatory Commission or a commencement date as defined in a precedent agreement between Customer and Pipeline]


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 Number: 6 Author: #6. (83 chars) Changed From Date: 4/12/2012 2:42:58 PM  
\_\_\_\_\_[or, when applicable, shall continue for a term of \_\_\_\_\_ years"]

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 Number: 7 Author: #7. (517 chars) Changed From Date: 4/12/2012 2:42:58 PM  
\_\_\_\_\_prior written notice [at least one (1) year prior notice for Long-Term Service Agreements, with the exception that, for Service Agreements with a Primary Term of exactly one (1) year, the notice must be submitted within ten (10) Business Days of the beginning of the Primary Term of the Service Agreement, and at least one (1) year for subsequent notices for such Service Agreement; mutually agreeable for Short-Term Service Agreements] prior to the end of the Primary Term or any successive term thereof.

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 Number: 8 Author: #8. (11 chars) Inserted Date: 4/12/2012 2:42:58 PM  
Page 1 of 2

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agreement, the Point(s) of Receipt, the Point(s) of Delivery, or the firm character of the service hereunder. 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.

5. All Natural Gas tendered to Pipeline for Customer's account shall conform to the quality specifications set forth in Section 5 of Pipeline's General Terms and Conditions. Customer agrees that in the event Customer tenders for service hereunder and Pipeline agrees to accept Natural Gas which does not comply with Pipeline's quality specifications, as expressly provided for in Section 5 of Pipeline's General Terms and Conditions, Customer shall pay all costs associated with processing of such Gas as necessary to comply with such quality specifications. Customer shall execute or cause its supplier to execute, if such supplier has retained processing rights to the Gas delivered to Customer, the appropriate agreements prior to the commencement of service for the transportation and processing of any liquefiable hydrocarbons and any PVR quantities associated with the processing of Gas received by Pipeline at the Point(s) of Receipt under such Customer's service agreement. In addition, subject to the execution of appropriate agreements, Pipeline is willing to transport liquids associated with the Gas produced and tendered for transportation hereunder.
6. Unless otherwise required in the Tariff, all notices shall be in writing and shall be considered duly delivered when mailed to the applicable address below or transmitted via facsimile. Customer or Pipeline may change the addresses or other information below by written notice to the other without the necessity of amending this Agreement:

Pipeline: TEXAS EASTERN TRANSMISSION, LP  
5402 WESTHEIMER COURT  
HOUSTON, TX 77056-5310

Customer: EQT ENERGY, LLC  
625 LIBERTY AVENUE  
SUITE 1700  
PITTSBURGH, PA 15222

7. The interpretation and performance of this Agreement shall be in accordance with the laws of the state of TEXAS, excluding conflicts of law principles that would require the application of the laws of a different jurisdiction.
8. This Agreement supersedes and cancels, as of the effective date of this Agreement, the contract(s) between the parties hereto as described below:

All prior contract(s) between the parties related to the service hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers and/or Representatives thereunto duly authorized to be effective as of the date stated above.


EQT ENERGY, LLC  
6

TEXAS EASTERN TRANSMISSION, LP  
 by its General Partner  
 Spectra Energy Transmission Services, LLC


By: \_\_\_\_\_

By: \_\_\_\_\_


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 Number: 1 Author: #14. (90 chars) Inserted Date: 4/12/2012 2:42:58 PM  
Contract No.: 910900-R2  
Page 2 of 2  
Asset Planning Approved by JDH, Credit Approved by HVP


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 Number: 2 Author: #9. (75 chars) Inserted Date: 4/12/2012 2:42:58 PM  
TEXAS EASTERN TRANSMISSION, LP  
5400 WESTHEIMER COURT  
HOUSTON, TX 77056-5310


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 Number: 3 Author: #10. (66 chars) Inserted Date: 4/12/2012 2:42:58 PM  
EQT ENERGY, LLC  
625 LIBERTY AVENUE  
SUITE 1700  
PITTSBURGH, PA 15222


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[None or an appropriate description]

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 Number: 6 Author: #13. (16 chars) Inserted Date: 4/12/2012 2:42:58 PM  
EQT ENERGY, LLC

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**EXHIBIT A, TRANSPORTATION PATHS**  
**FOR BILLING PURPOSES, DATED \_\_\_\_\_,**  
**TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1**  
**BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")**  
**AND EQT ENERGY, LLC ("Customer")**  
**DATE <sup>1</sup>\_\_\_\_\_**

**(1) Customer's firm Point(s) of Receipt:**


Point of Receipt	Description	Maximum Daily Receipt Obligation (plus Applicable Shrinkage) (dth)	Measurement Responsibilities	Owner	Operator
<u>73705</u> <u>2</u>	<u>EQUITRANS/MORRIS LL, GREENE CO., PA.</u> <u>GREENE CO., PA</u>	<u>5.000</u>	<u>TX EAST TRAN</u>	<u>N/A</u>	<u>EQUITRANS LP</u>
<u>73706</u>	<u>EQUITRANS/BRADEN RUN, GREENE CO., PA.</u> <u>GREENE CO., PA</u>	<u>185.000</u>	<u>TX EAST TRAN</u>	<u>EQUITRANS LP</u>	<u>EQUITRANS LP</u>
<u>75007</u>	<u>EQUITABLE GAS CO. - MORRIS, PA (DEL</u> <u>70007/REC 7600</u> <u>GREENE CO., PA</u>	<u>5.000</u>	<u>TX EAST TRAN</u>	<u>TX EAST TRAN</u>	<u>EQUITRANS</u>
<u>75009</u>	<u>EQUITABLE GAS CO. - CRAYNE, PA</u> <u>(D70009/R76009)</u> <u>GREENE CO., PA</u>	<u>5.000</u>	<u>TX EAST TRAN</u>	<u>EQUITRANS</u>	<u>EQUITRANS</u>

(2) Customer shall have Pipeline's Master Receipt Point List ("MRPL"). Customer hereby agrees that Pipeline's MRPL as revised and published by Pipeline from time to time is incorporated herein by reference.


Customer hereby agrees to comply with the Receipt Pressure Obligation as set forth in Section 6 of Pipeline's General Terms and Conditions at such Point(s) of Receipt.

Transportation Path	Transportation Path Quantity
<u>M2 to M2 (Backhaul only)</u> <u>3</u>	<u>200.000</u>

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 Number: 2 Author: #2. (420 chars) Inserted Date: 4/12/2012 2:42:59 PM

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73705 EQUITRANS/MORRIS LL, GREENE CO., PA.  
GREENE CO., PA  
5,000 TX EAST TRAN N/A EQUITRANS LP  
73706 EQUITRANS/BRADEN RUN, GREENE CO., PA.  
GREENE CO., PA  
185,000 TX EAST TRAN EQUITRANS LP EQUITRANS LP  
75007 EQUITABLE GAS CO. - MORRIS, PA (DEL  
70007/REC 7600  
GREENE CO., PA  
5,000 TX EAST TRAN TX EAST TRAN EQUITRANS  
75009 EQUITABLE GAS CO. - CRAYNE, PA  
(D70009/R76009)  
GREENE CO., PA  
5,000 TX EAST TRAN EQUITRANS EQUITRANS

 Number: 3 Author: #3. (278 chars) Changed From Date: 4/12/2012 2:42:59 PM

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[NOTICE: The Maximum Daily Receipt Obligation at any Point of Receipt may also be further limited by a specified aggregate MDRO ("AMDRO"), as applicable, where the same Point(s) of Receipt is(are) reflected as a Point of Receipt on one or more of Customer's Service Agreements.]

**EXHIBIT A, TRANSPORTATION PATHS  
FOR BILLING PURPOSES, DATED**

SIGNED FOR IDENTIFICATION:

PIPELINE: \_\_\_\_\_

CUSTOMER: \_\_\_\_\_

SUPERSEDES EXHIBIT A DATED N/A




Asset Planning Approved by IDH, Credit Approved by  HVP



**EXHIBIT B, POINT(S) OF DELIVERY, DATED \_\_\_\_\_,**  
**TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1**  
**BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")**  
**AND EQT ENERGY, LLC ("Customer")**  
**DATED \_\_\_\_\_**

<b>Point of Delivery</b>	<b>Description</b>	<b>Maximum Daily Delivery Obligation (dth)</b> <sup>2</sup>	<b>Delivery Pressure Obligation</b>	<b>Measurement Responsibilities</b>	<b>Owner</b>	<b>Operator</b>
<u>70004</u> <u>3</u>	<u>DOMINION TRANSMISSION INC - CLARINGTON, OH MONROE CO., OH</u>	<u>5.000</u>	<u>AT SUCH PRESSURE AVAILABLE IN PIPELINE'S FACILITIES AT THE POINT OF DELIVERY NOT TO EXCEED THE MAXIMUM ALLOWABLE OPERATING PRESSURE OF THE PIPELINE</u>	<u>TX EAST TRAN</u>	<u>TX EAST TRAN</u>	<u>DOMIN TRANS</u>
<u>70041</u>	<u>COLUMBIA GAS - LEBANON, OH WARREN CO., OH</u>	<u>25.000</u>	<u>AT SUCH PRESSURE AVAILABLE IN PIPELINE'S FACILITIES AT THE POINT OF DELIVERY NOT TO EXCEED THE MAXIMUM ALLOWABLE OPERATING PRESSURE OF THE PIPELINE</u>	<u>TX EAST TRAN</u>	<u>TX EAST TRAN</u>	<u>COLUMBIA GA</u>
<u>70215 *</u>	<u>TEXAS GAS TRANSMISSION CORP. - LEBANON, OH WARREN CO., OH</u>	<u>5.000</u>	<u>AT SUCH PRESSURE AVAILABLE IN PIPELINE'S FACILITIES AT THE POINT OF DELIVERY NOT TO EXCEED THE MAXIMUM ALLOWABLE OPERATING PRESSURE OF THE PIPELINE</u>	<u>TX GAS LLC</u>	<u>TX GAS LLC</u>	<u>TX GAS LLC</u>

\* Deliveries at Texas Gas Transmission Corp.-Lebanon OH, Warren Co., OH (Meter 70215) shall be by displacement and if displacement is not available, by physical flow, if possible, subject to the agreement of Texas Gas Transmission, LLC ("TX GAS LLC") to the receipt of such volumes. Arrangements for receipts by TX GAS LLC shall be the sole responsibility of Customer.

	Number: 1 Author: #1. (24 chars) Changed From	Date: 4/12/2012 2:42:59 PM
	Number: 2 Author: #2. (31 chars) Deleted	Date: 4/12/2012 2:42:59 PM
	(dth) [Maximum Hourly Quantity]	
	Number: 3 Author: #3. (610 chars) Changed From	Date: 4/12/2012 2:42:59 PM
	[NOTICE: [NOTICE: The Maximum Daily Delivery Obligation ("MDDO") at any Point of Delivery may also be further limited by a specified aggregate MDDO ("AMDDO"), as applicable, where the same Point(s) of Delivery is(are) reflected as a Point of Delivery on one or more of Customer's Service Agreements.] In the event that Customer and Pipeline have reached an agreement for an MHQ at a Point of Delivery under Customer[xdbc0][xdc00]s Service Agreement, the column heading Maximum Hourly Quantity will be included in Exhibit B to Customer[xdbc0][xdc00]s Service Agreement, followed by Customer[xdbc0][xdc00]s MHQ.]	

**EXHIBIT B, POINT(S) OF DELIVERY, DATED \_\_\_\_\_,**  
**TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1**  
**BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")**  
**AND EQT ENERGY, LLC ("Customer")**  
**DATED \_\_\_\_\_**

<b>Point of Delivery</b>	<b>Description</b>	<b>Maximum Daily Delivery Obligation (dth)</b>	<b>Delivery Pressure Obligation</b>	<b>Measurement Responsibilities</b>	<b>Owner</b>	<b>Operator</b>
73297	DUKE ENERGY WASHINGTON II, LLC WASHINGTON CO., OH	5,000	AT SUCH PRESSURE AVAILABLE IN PIPELINE'S FACILITIES AT THE POINT OF DELIVERY NOT TO EXCEED THE MAXIMUM ALLOWABLE OPERATING PRESSURE OF THE PIPELINE	TX EAST TRAN II	DUKE WASH II	DUKE WASH II
73334	OHIO POWER COMPANY - WATERFORD - WASHINGTON CO., OH WASHINGTON CO., OH	25,000	AT SUCH PRESSURE AVAILABLE IN PIPELINE'S FACILITIES AT THE POINT OF DELIVERY NOT TO EXCEED THE MAXIMUM ALLOWABLE OPERATING PRESSURE OF THE PIPELINE	TX EAST TRAN	OHIO POWER	OHIO POWER
73580 *	KINDER MORGAN REX CLARINGTON, MONROE CO., OHIO, MONROE CO., OH	5,000	AT SUCH PRESSURE AVAILABLE IN PIPELINE'S FACILITIES AT THE POINT OF DELIVERY NOT TO EXCEED THE MAXIMUM ALLOWABLE OPERATING PRESSURE OF THE PIPELINE	TX EAST TRAN	ROCKIES EXPR	ROCKIES EXPR

\* Deliveries at Kinder Morgan REX-Clarington, Monroe Co., Ohio (Meter 73580) shall be by displacement and if displacement is not available, by physical flow, if possible, subject to the agreement of Rockies Express Pipeline, LLC ("ROCKIES EXPR") to the receipt of such volumes. Arrangements for receipts by ROCKIES EXPR shall be the sole responsibility of Customer.

This page contains no comments

**EXHIBIT B, POINT(S) OF DELIVERY, DATED \_\_\_\_\_,**  
**TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1**  
**BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")**  
**AND EQT ENERGY, LLC ("Customer")**  
**DATED \_\_\_\_\_**

<u>Point of Delivery</u>	<u>Description</u>	<u>Maximum Daily Delivery Obligation (dth)</u>	<u>Delivery Pressure Obligation</u>	<u>Measurement Responsibilities</u>	<u>Owner</u>	<u>Operator</u>
74040	EAST OHIO GAS - CLARINGTON, OH MONROE CO., OH	5,000	AT SUCH PRESSURE AVAILABLE IN PIPELINE'S FACILITIES AT THE POINT OF DELIVERY NOT TO EXCEED THE MAXIMUM ALLOWABLE OPERATING PRESSURE OF THE PIPELINE	TX EAST TRAN	EAST OHIO	EAST OHIO
79141	LATERAL 10-U - DENA HANGING ROCK - MAINLINE SCIOTO CO., OH	120,000	AT SUCH PRESSURE AVAILABLE IN PIPELINE'S FACILITIES AT THE POINT OF DELIVERY NOT TO EXCEED THE MAXIMUM ALLOWABLE OPERATING PRESSURE OF THE PIPELINE	TX EAST TRAN	TX EAST TRAN	TX EAST TRAN
79941*	ANR/TETCO (LEBANON LATERAL-ANR CAPACITY) WARREN CO., OH	5,000	AT SUCH PRESSURE AVAILABLE IN PIPELINE'S FACILITIES AT THE POINT OF DELIVERY NOT TO EXCEED THE MAXIMUM ALLOWABLE OPERATING PRESSURE OF THE PIPELINE	TX EAST TRAN	TX EAST TRAN	ANR P/L

\* Deliveries at ANR/TETCO (Lebanon Lateral-ANR Capacity), Warren Co., OH (Meter 79941) shall be by displacement and if displacement is not available, by physical flow, if possible, subject to the agreement of ANR Pipeline Company ("ANR P/L") to the receipt of such volumes. Arrangements for receipts by ANR P/L shall be the sole responsibility of Customer.

This page contains no comments

**EXHIBIT B, POINT(S) OF DELIVERY, DATED \_\_\_\_\_,**  
**TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1**  
**BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")**  
**AND EQT ENERGY, LLC ("Customer")**  
**DATED \_\_\_\_\_**

SIGNED FOR IDENTIFICATION:

PIPELINE: \_\_\_\_\_

CUSTOMER: \_\_\_\_\_

SUPERSEDES EXHIBIT B DATED N/A

Asset Planning Approved by IDH, Credit Approved by HVT 




**EXHIBIT C, ZONE BOUNDARY ENTRY QUANTITY**  
**AND ZONE BOUNDARY EXIT QUANTITY, DATED \_\_\_\_\_,**  
**TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1**  
**BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")**  
**AND EQT ENERGY, LLC ("Customer")**  
**DATED \_\_\_\_\_**


**ZONE BOUNDARY ENTRY QUANTITY**  
**Dth/D**

TO						
FROM	M1-24	M1-30	M2-24	M2-30	M2	M3
ETX						
ELA						
M1-24						
M1-30			Not Applicable			
M2-24						
M2-30						
M2						
M3						


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 Number: 1 Author: #1. (40 chars) Changed From EXHIBIT C, ZONE BOUNDARY ENTRY QUANTITY Date: 4/12/2012 2:43:00 PM


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 Number: 2 Author: #2. (24 chars) Changed From Date: 4/12/2012 2:43:00 PM

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 Number: 3 Author: #3. (14 chars) Inserted Not Applicable Date: 4/12/2012 2:43:00 PM

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 Number: 4 Author: #4. (37 chars) Inserted Page 1 of 2 Contract No.: 910900-R2C2 Date: 4/12/2012 2:43:00 PM

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**EXHIBIT C, ZONE BOUNDARY ENTRY QUANTITY  
AND ZONE BOUNDARY EXIT QUANTITY, DATED \_\_\_\_\_,**

**ZONE BOUNDARY EXIT QUANTITY  
Dth/D**

FROM	TO					
	M1-24	M1-30	M2-24	M2-30	M2	M3
M1-24						
M1-30						
M2-24			Not Applicable			
M2-30						
M2						
M3						

SIGNED FOR IDENTIFICATION:


PIPELINE: \_\_\_\_\_

CUSTOMER: \_\_\_\_\_


SUPERSEDES EXHIBIT C DATED N/A

2

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 Number: 1 Author: #5. (14 chars) Inserted Date: 4/12/2012 2:43:00 PM  
Not Applicable

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 Number: 2 Author: #6. (21 chars) Changed From Date: 4/12/2012 2:43:00 PM

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**EXHIBIT D, TRANSPORTATION QUANTITIES,**  
**DATED \_\_\_\_\_,**  
**TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1**  
**BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")**  
**AND EQT ENERGY, LLC ("Customer")**  
**DATED <sup>[1]</sup> \_\_\_\_\_**

MAXIMUM DAILY QUANTITY (MDQ): 200,000 Dth  
**Dth                      Period** <sup>[2]</sup>

PARTIAL QUANTITY REDUCTION RIGHTS: Customer elects to partially reduce Customer's Maximum Daily Quantity by N/A Dth as of N/A or any subsequent anniversary date, upon providing N/A year(s) prior written notice to Pipeline.  
<sup>[3]</sup> <sup>[4]</sup> <sup>[5]</sup>

Pipeline and Customer agree that, if this Agreement qualifies as a "ROFR Agreement", (i) the foregoing contractual right to partially reduce Customer's MDQ is in addition to and not in lieu of any ROFR right to reduce Customer's MDQ on a non-geographic basis upon termination or expiration of this service agreement and (ii) only the partial reduction pursuant to the foregoing contractual right to partially reduce Customer's MDQ is subject to the ROFR procedures specified in the General Terms and Conditions of Pipeline's Tariff and Customer may retain the balance of the MDQ without being subject to the ROFR procedures.


PIPELINE: \_\_\_\_\_

CUSTOMER: \_\_\_\_\_


SUPERSEDES EXHIBIT D DATED N/A

Asset Planning Approved by JDH, Credit Approved by HVP <sup>[6]</sup>


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 Number: 1 Author: #1. (24 chars) Changed From Date: 4/12/2012 2:43:00 PM


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 Number: 2 Author: #2. (8 chars) Inserted Date: 4/12/2012 2:43:00 PM  
200,000


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 Number: 3 Author: #3. (15 chars) Changed From Date: 4/12/2012 2:43:00 PM


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 Number: 4 Author: #4. (16 chars) Changed From Date: 4/12/2012 2:43:00 PM

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 Number: 5 Author: #5. (101 chars) Changed From Date: 4/12/2012 2:43:00 PM  
\_\_\_\_ [Notice  
period to be not less than the notice period required to terminate the entire contract]

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 Number: 6 Author: #6. (21 chars) Changed From Date: 4/12/2012 2:43:00 PM

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## **APPENDIX B**

### **Service Agreement**

SERVICE AGREEMENT  
FOR RATE SCHEDULE FT-1

Date: 4/24/12

Contract No. 910900-R2

SERVICE AGREEMENT

This AGREEMENT is entered into by and between Texas Eastern Transmission, LP, ("Pipeline") and EQT ENERGY, LLC ("Customer").

WHEREAS, Customer and Pipeline are currently parties to an executed service agreement dated February 13, 2012, under Pipeline's Rate Schedule FT-1 (Pipeline's Contract No. 910900R1); and

WHEREAS, Customer and Pipeline desire to enter into this Service Agreement to supersede Pipeline's currently effective Contract No. 910900R1;

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

1. Pipeline shall deliver and Customer shall take and pay for service pursuant to the terms of this Agreement and subject to Pipeline's Rate Schedule FT-1 and the General Terms and Conditions of Pipeline's Tariff, which are incorporated herein by reference and made a part hereof.
2. The Maximum Daily Quantity (MDQ) for service under this Agreement and any right to increase or decrease the MDQ during the term of this Agreement are listed on Exhibit D attached hereto. The Point(s) of Receipt and Point(s) of Delivery, respectively, are listed on Exhibits A and B attached hereto. Customer's Zone Boundary Entry Quantity and Zone Boundary Exit Quantity for each of Pipeline's Zones are specified on Exhibit C attached hereto. Exhibit(s) A, B, C, and D are incorporated herein by reference and made a part hereof.

Pipeline shall not be obligated to, but may at its discretion, receive at any Point of Receipt on any Day a Quantity of Gas in excess of the applicable Maximum Daily Receipt Obligation (MDRO), plus Applicable Shrinkage, but shall not receive in the aggregate at all Points of Receipt on any Day a Quantity of Gas in excess of the applicable MDQ, plus Applicable Shrinkage. Pipeline shall not be obligated to, but may at its discretion, deliver at any Point of Delivery on any Day a Quantity of Gas in excess of the applicable Maximum Daily Delivery Obligation (MDDO), but shall not deliver in the aggregate at all Points of Delivery on any Day a Quantity of Gas in excess of the applicable MDQ.

3. This Agreement shall be effective on June 1, 2012 and shall continue for a term ending on and including February 28, 2014 ("Primary Term") and shall remain in force from year to year thereafter unless terminated by either party upon 1 year prior written notice; provided however, Pipeline hereby waives its right to provide such notice of termination during the first three years following the Primary Term. This Agreement may be terminated at any time by Pipeline in the event Customer fails to pay part or all of the amount of any bill for service hereunder and such failure continues for thirty (30) days after payment is due; provided, Pipeline gives thirty (30) days prior written notice to Customer of such termination and provided further such termination shall not be effective if, prior to the date of termination, Customer either pays such outstanding bill or furnishes a good and sufficient surety bond or other form of security reasonably acceptable to Pipeline guaranteeing payment to Pipeline of such outstanding bill. Any portions of this Agreement necessary to correct or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Pipeline's Tariff shall survive the other parts of this Agreement until such time as such balancing has been accomplished.

If this Agreement qualifies as a "ROFR Agreement" as defined in the General Terms and Conditions of Pipeline's Tariff, the provision of a termination notice by either Customer or Pipeline, pursuant to this article 3, a notice of partial reduction in MDQ pursuant to Exhibit D or the expiration of this Agreement of its own terms triggers Customer's right of first refusal under Section 3.13 of the General Terms and Conditions of Pipeline's Gas Tariff.

4. Maximum rates, charges, and fees shall be applicable to service pursuant to this Agreement except during the specified term of a discounted rate or a Negotiated Rate to which Customer and Pipeline have agreed. Provisions governing such discounted rate shall be as specified in the Discount Confirmation to this Agreement. Provisions governing such Negotiated Rate and term shall be as specified on an appropriate Statement of Negotiated Rates filed, with the consent of Customer, as part of Pipeline's Tariff. It is further agreed that Pipeline may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Pipeline's Tariff, and Pipeline shall have the right to place such changes in effect in accordance with the Natural Gas Act. Notwithstanding the foregoing, Customer does not agree that Pipeline shall have the unilateral right without the consent of Customer subsequent to the execution of this Agreement and Pipeline shall not have the right during the effectiveness of this Agreement to make any filings pursuant to Section 4 of the Natural Gas Act to change the MDQ, the term of the

agreement, the Point(s) of Receipt, the Point(s) of Delivery, or the firm character of the service hereunder. 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.

5. All Natural Gas tendered to Pipeline for Customer's account shall conform to the quality specifications set forth in Section 5 of Pipeline's General Terms and Conditions. Customer agrees that in the event Customer tenders for service hereunder and Pipeline agrees to accept Natural Gas which does not comply with Pipeline's quality specifications, as expressly provided for in Section 5 of Pipeline's General Terms and Conditions, Customer shall pay all costs associated with processing of such Gas as necessary to comply with such quality specifications. Customer shall execute or cause its supplier to execute, if such supplier has retained processing rights to the Gas delivered to Customer, the appropriate agreements prior to the commencement of service for the transportation and processing of any liquefiable hydrocarbons and any PVR quantities associated with the processing of Gas received by Pipeline at the Point(s) of Receipt under such Customer's service agreement. In addition, subject to the execution of appropriate agreements, Pipeline is willing to transport liquids associated with the Gas produced and tendered for transportation hereunder.
6. Unless otherwise required in the Tariff, all notices shall be in writing and shall be considered duly delivered when mailed to the applicable address below or transmitted via facsimile. Customer or Pipeline may change the addresses or other information below by written notice to the other without the necessity of amending this Agreement:

Pipeline: TEXAS EASTERN TRANSMISSION, LP  
5400 WESTHEIMER COURT  
HOUSTON, TX 77056-5310

Customer: EQT ENERGY, LLC  
625 LIBERTY AVENUE  
SUITE 1700  
PITTSBURGH, PA 15222

7. The interpretation and performance of this Agreement shall be in accordance with the laws of the state of TEXAS, excluding conflicts of law principles that would require the application of the laws of a different jurisdiction.
8. This Agreement supersedes and cancels, as of the effective date of this Agreement, the contract(s) between the parties hereto as described below:

All prior contract(s) between the parties related to the service hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers and/or Representatives thereunto duly authorized to be effective as of the date stated above.

EQT ENERGY, LLC

By:    
Pud

TEXAS EASTERN TRANSMISSION, LP  
by its General Partner  
Spectra Energy Transmission Services, LLC

By: 

**EXHIBIT A, TRANSPORTATION PATHS  
FOR BILLING PURPOSES, DATED June 1, 2012,  
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1  
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")  
AND EQT ENERGY, LLC ("Customer")  
DATED April 24, 2012**

**(1) Customer's firm Point(s) of Receipt:**

Point of Receipt	Description	Maximum Daily Receipt Obligation (plus Applicable Shrinkage) (dth)	Measurement Responsibilities	Owner	Operator
73705	EQUITRANS/MORRIS LL, GREENE CO., PA. GREENE CO., PA	5,000	TX EAST TRAN	N/A	EQUITRANS LP
73706	EQUITRANS/BRADEN RUN, GREENE CO., PA. GREENE CO., PA	185,000	TX EAST TRAN	EQUITRANS LP	EQUITRANS LP
75007	EQUITABLE GAS CO. - MORRIS, PA (DEL 70007/REC 7600 GREENE CO., PA	5,000	TX EAST TRAN	TX EAST TRAN	EQUITRANS
75009	EQUITABLE GAS CO. - CRAYNE, PA (D70009/R76009) GREENE CO., PA	5,000	TX EAST TRAN	EQUITRANS	EQUITRANS

(2) Customer shall have Pipeline's Master Receipt Point List ("MRPL"). Customer hereby agrees that Pipeline's MRPL as revised and published by Pipeline from time to time is incorporated herein by reference.

Customer hereby agrees to comply with the Receipt Pressure Obligation as set forth in Section 6 of Pipeline's General Terms and Conditions at such Point(s) of Receipt.

Transportation Path	Transportation Path Quantity
M2 to M2 (Backhaul only)	200,000

**EXHIBIT A, TRANSPORTATION PATHS  
FOR BILLING PURPOSES, DATED June 1, 2012 ,**

SIGNED FOR IDENTIFICATION:

PIPELINE: Mark Fiedal

CUSTOMER: McCluskey Hyland *Pol*  
*Red*

SUPERSEDES EXHIBIT A DATED N/A

Legal Approved by MFC, Asset Planning Approved by JDH, Credit Approved by HVP

**EXHIBIT B, POINT(S) OF DELIVERY, DATED June 1, 2012,  
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1  
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")  
AND EQT ENERGY, LLC ("Customer")  
DATED April 24, 2012**

<b>Point of Delivery</b>	<b>Description</b>	<b>Maximum Daily Delivery Obligation (dth)</b>	<b>Delivery Pressure Obligation</b>	<b>Measurement Responsibilities</b>	<b>Owner</b>	<b>Operator</b>
70004	DOMINION TRANSMISSION INC - CLARINGTON, OH MONROE CO., OH	5,000	AT SUCH PRESSURE AVAILABLE IN PIPELINE'S FACILITIES AT THE POINT OF DELIVERY NOT TO EXCEED THE MAXIMUM ALLOWABLE OPERATING PRESSURE OF THE PIPELINE	TX EAST TRAN	TX EAST TRAN	DOMIN TRANS
70041	COLUMBIA GAS - LEBANON, OH WARREN CO., OH	25,000	AT SUCH PRESSURE AVAILABLE IN PIPELINE'S FACILITIES AT THE POINT OF DELIVERY NOT TO EXCEED THE MAXIMUM ALLOWABLE OPERATING PRESSURE OF THE PIPELINE	TX EAST TRAN	TX EAST TRAN	COLUMBIA GA
70215 *	TEXAS GAS TRANSMISSION CORP. - LEBANON, OH WARREN CO., OH	5,000	AT SUCH PRESSURE AVAILABLE IN PIPELINE'S FACILITIES AT THE POINT OF DELIVERY NOT TO EXCEED THE MAXIMUM ALLOWABLE OPERATING PRESSURE OF THE PIPELINE	TX GAS LLC	TX GAS LLC	TX GAS LLC

\* Deliveries at Texas Gas Transmission Corp.-Lebanon OH, Warren Co., OH (Meter 70215) shall be by displacement and if displacement is not available, by physical flow, if possible, subject to the agreement of Texas Gas Transmission, LLC ("TX GAS LLC") to the receipt of such volumes. Arrangements for receipts by TX GAS LLC shall be the sole responsibility of Customer.

**EXHIBIT B, POINT(S) OF DELIVERY, DATED June 1, 2012,  
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1  
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")  
AND EQT ENERGY, LLC ("Customer")  
DATED April 24, 2012**

Point of Delivery	Description	Maximum Daily Delivery Obligation (dth)	Delivery Pressure Obligation	Measurement Responsibilities	Owner	Operator
73297	DUKE ENERGY WASHINGTON II, LLC WASHINGTON CO., OH	5,000	AT SUCH PRESSURE AVAILABLE IN PIPELINE'S FACILITIES AT THE POINT OF DELIVERY NOT TO EXCEED THE MAXIMUM ALLOWABLE OPERATING PRESSURE OF THE PIPELINE	TX EAST TRAN	DUKE WASH II	DUKE WASH II
73334	OHIO POWER COMPANY - WATERFORD - WASHINGTON CO., OH WASHINGTON CO., OH	25,000	AT SUCH PRESSURE AVAILABLE IN PIPELINE'S FACILITIES AT THE POINT OF DELIVERY NOT TO EXCEED THE MAXIMUM ALLOWABLE OPERATING PRESSURE OF THE PIPELINE	TX EAST TRAN	OHIO POWER	OHIO POWER
73580 *	KINDER MORGAN REX CLARINGTON, MONROE CO., OHIO. MONROE CO., OH	5,000	AT SUCH PRESSURE AVAILABLE IN PIPELINE'S FACILITIES AT THE POINT OF DELIVERY NOT TO EXCEED THE MAXIMUM ALLOWABLE OPERATING PRESSURE OF THE PIPELINE	TX EAST TRAN	ROCKIES EXPR	ROCKIES EXPR

\* Deliveries at Kinder Morgan REX-Clarington, Monroe Co., Ohio (Meter 73580) shall be by displacement and if displacement is not available, by physical flow, if possible, subject to the agreement of Rockies Express Pipeline, LLC ("ROCKIES EXPR") to the receipt of such volumes. Arrangements for receipts by ROCKIES EXPR shall be the sole responsibility of Customer.

**EXHIBIT B, POINT(S) OF DELIVERY, DATED June 1, 2012,  
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1  
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")  
AND EQT ENERGY, LLC ("Customer")  
DATED April 24, 2012**

<b>Point of Delivery</b>	<b>Description</b>	<b>Maximum Daily Delivery Obligation (dth)</b>	<b>Delivery Pressure Obligation</b>	<b>Measurement Responsibilities</b>	<b>Owner</b>	<b>Operator</b>
74040	EAST OHIO GAS - CLARINGTON, OH MONROE CO., OH	5,000	AT SUCH PRESSURE AVAILABLE IN PIPELINE'S FACILITIES AT THE POINT OF DELIVERY NOT TO EXCEED THE MAXIMUM ALLOWABLE OPERATING PRESSURE OF THE PIPELINE	TX EAST TRAN	EAST OHIO	EAST OHIO
79141	LATERAL 10-U - DENA HANGING ROCK - MAINLINE SCIOTO CO., OH	120,000	AT SUCH PRESSURE AVAILABLE IN PIPELINE'S FACILITIES AT THE POINT OF DELIVERY NOT TO EXCEED THE MAXIMUM ALLOWABLE OPERATING PRESSURE OF THE PIPELINE	TX EAST TRAN	TX EAST TRAN	TX EAST TRAN
79941*	ANR/TETCO (LEBANON LATERAL-ANR CAPACITY) WARREN CO., OH	5,000	AT SUCH PRESSURE AVAILABLE IN PIPELINE'S FACILITIES AT THE POINT OF DELIVERY NOT TO EXCEED THE MAXIMUM ALLOWABLE OPERATING PRESSURE OF THE PIPELINE	TX EAST TRAN	TX EAST TRAN	ANR P/L

\* Deliveries at ANR/TETCO (Lebanon Lateral-ANR Capacity), Warren Co., OH (Meter 79941) shall be by displacement and if displacement is not available, by physical flow, if possible, subject to the agreement of ANR Pipeline Company ("ANR P/L") to the receipt of such volumes. Arrangements for receipts by ANR P/L shall be the sole responsibility of Customer.

**EXHIBIT B, POINT(S) OF DELIVERY, DATED June 1, 2012,  
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1  
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")  
AND EQT ENERGY, LLC ("Customer")  
DATED April 24, 2012**

SIGNED FOR IDENTIFICATION:-

PIPELINE: Mark Fiedor

CUSTOMER: Mike Hyland *gd*  
*20*

SUPERSEDES EXHIBIT B DATED N/A

Legal Approved by MFC. Asset Planning Approved by JDH. Credit Approved by HVP

**EXHIBIT C, ZONE BOUNDARY ENTRY QUANTITY  
AND ZONE BOUNDARY EXIT QUANTITY, DATED June 1, 2012,  
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1  
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")  
AND EQT ENERGY, LLC ("Customer")  
DATED April 24, 2012**

**ZONE BOUNDARY ENTRY QUANTITY  
Dth/D**

FROM	TO					
	M1-24	M1-30	M2-24	M2-30	M2	M3
ETX						
ELA						
M1-24						
M1-30						
M2-24						
M2-30						
M2						
M3						

**Not Applicable**

**EXHIBIT C, ZONE BOUNDARY ENTRY QUANTITY  
AND ZONE BOUNDARY EXIT QUANTITY, DATED April 24, 2012,**

**ZONE BOUNDARY EXIT QUANTITY  
Dth/D**

FROM	TO					
	M1-24	M1-30	M2-24	M2-30	M2	M3
M1-24						
M1-30						
M2-24			Not Applicable			
M2-30						
M2						
M3						

SIGNED FOR IDENTIFICATION:

PIPELINE: Mark Fredrick

CUSTOMER: M. Chase Hyland

PEK  
FD

SUPERSEDES EXHIBIT C DATED N/A

**EXHIBIT D, TRANSPORTATION QUANTITIES,**  
**DATED June 1, 2012,**  
**TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1**  
**BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")**  
**AND EQT ENERGY, LLC ("Customer")**  
**DATED April 24, 2012**

MAXIMUM DAILY QUANTITY (MDQ): 200,000 Dth

**Dth                      Period**

PARTIAL QUANTITY REDUCTION RIGHTS: Customer elects to partially reduce Customer's Maximum Daily Quantity by N/A Dth as of N/A, or any subsequent anniversary date, upon providing N/A year(s) prior written notice to Pipeline.

Pipeline and Customer agree that, if this Agreement qualifies as a "ROFR Agreement", (i) the foregoing contractual right to partially reduce Customer's MDQ is in addition to and not in lieu of any ROFR right to reduce Customer's MDQ on a non-geographic basis upon termination or expiration of this service agreement and (ii) only the partial reduction pursuant to the foregoing contractual right to partially reduce Customer's MDQ is subject to the ROFR procedures specified in the General Terms and Conditions of Pipeline's Tariff and Customer may retain the balance of the MDQ without being subject to the ROFR procedures.

PIPELINE: Mark Friedman

CUSTOMER: M. Elise Hyland PK  
JED

SUPERSEDES EXHIBIT D DATED N/A

Legal Approved by MFC. Asset Planning Approved by JDH. Credit Approved by HVP

# **CERTIFICATE OF SERVICE**

I hereby certify that I have served the foregoing document upon all affected customers of Texas Eastern Transmission, LP and interested state commissions.

Dated at Houston, Texas this 27<sup>th</sup> day of April, 2012.

/s/ Marcy L. McCain

Marcy L. McCain

On behalf of

Texas Eastern Transmission, LP