MOUNTAIN VALLEY PIPELINE, LLC

DOCKET NO. CP26-   -000

EXHIBIT I

MARKET DATA – PRECEDENT AGREEMENTS

Public Versions Redacted

PRECEDENT AGREEMENT

This Precedent Agreement ("Precedent Agreement") is made effective at 12:01 a.m. this 16th day of October, 2025 ("Effective Date"), by and between Mountain Valley Pipeline, LLC ("Transporter") and Duke Energy Carolinas, LLC ("Shipper"). Transporter and Shipper are also referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Transporter is a provider of interstate natural gas transmission services; and

WHEREAS, Transporter is proposing to develop and construct an expansion of its existing transmission pipeline facilities (the "Project"), which is proposed to include additional compression ("Project Facilities") to provide an additional approximately six hundred thousand (600,000) dekatherms ("Dth") per day ("Dth/day") of planned, firm natural gas pipeline capacity on the existing Mountain Valley Pipeline (the "Mainline System"); and

WHEREAS, the Project will be subject to the jurisdiction of the Federal Energy Regulatory Commission ("FERC"), and Transporter will file for the necessary approvals for the construction and operation of the Project to provide firm transportation services on the Project Facilities; and

WHEREAS, Shipper and Transporter are entering into this Precedent Agreement to govern Shipper's and Transporter's rights and obligations with respect to the matters set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and intending to be legally bound by the terms herein, Transporter and Shipper agree as follows:

1. **Project Facilities.** Transporter agrees, subject to the terms and conditions of this Precedent Agreement, to use commercially reasonable efforts to proceed with the development of the Project and to thereby create new firm transportation capacity in a manner that is consistent with the terms and conditions of this Precedent Agreement and the Service Agreements (as defined in Section 3(a)) as further described herein.

   a. The Project is expected to provide, in aggregate, approximately six hundred thousand (600,000) Dth/day of new firm transportation capacity (such new capacity to be referred to as the "Project Capacity").

   b. The receipt and delivery points available to Shipper from the Project are set forth on Exhibit 1 hereto. The Project includes the full scope and costs of constructing and placing into service new facilities to allow firm transportation service using the Project Capacity to the listed delivery points in Exhibit 1 ("Delivery Points").

c. In accordance with the provisions of Section 6, Transporter will be responsible for the acquisition, design, construction, installation, land rights, permitting and financing of the Project Facilities that may be necessary for Transporter to provide the firm transportation services on the Project Capacity as specified in this Precedent Agreement.

d. Except as may otherwise be provided for herein, Shipper shall be responsible for making all arrangements with, and/or acquiring any services from, upstream and downstream pipelines that may be necessary for Shipper to utilize the Project Capacity and, unless otherwise provided herein, Shipper's failure to have in place adequate upstream or downstream facilities or arrangements shall not relieve Shipper of its obligations under this Precedent Agreement, the Credit Agreement (as defined in Section 7(a)) or the Service Agreements, each as defined elsewhere herein, as applicable.

2. **Open Season and Approvals.**

a. Transporter conducted a non-binding open season for the Project Capacity in accordance with all applicable FERC rules and regulations. Transporter's Open Season notice provided that a shipper who commits to at least one hundred twenty-five thousand (125,000) Dth/day of firm capacity for a minimum initial contract term of twenty (20) years and primary delivery point of MVP Southgate or other delivery points as evaluated by Transporter shall be an Anchor Shipper, a status which provides certain benefits.

b. In consideration of Shipper's commitment hereunder to the Maximum Daily Quantity ("MDQ") requested, which is essential to the competitive and economic viability of the Project, Shipper shall be considered an Anchor Shipper under the Project. Shipper's status as an Anchor Shipper will mean that Shipper's MDQ will not be subject to being reduced or allocated to any other Project shippers in any subsequent open season for the Project Capacity, including in the event Transporter amends the Project to reduce or increase the scope, size or capacity, or to change Project Facilities.

c. Transporter shall proceed to use commercially reasonable efforts to seek the regulatory approvals as may be necessary to construct and operate the Project Facilities so as to provide firm transportation service to Shipper consistent with the terms and conditions of this Precedent Agreement and the Service Agreements, including the necessary authorizations from the FERC under the Natural Gas Act ("NGA") for the Project ("FERC Authorizations") and all other authorizations (including any authorizations or permits that may be required from other federal or state or local agencies) that may be necessary for Transporter to proceed with construction and operation of the Project Facilities (such other authorizations are referred to herein singularly as "Other Governmental Authorization" and collectively as the "Other Governmental Authorizations"). The FERC Authorizations, Other Governmental Authorizations, and FERC's issuance of the notice to proceed with construction of the Project ("FERC Notice to Proceed") shall be referred to collectively as the "Required Project Approvals" and shall be listed in Exhibit 4. Transporter shall provide written notice to Shipper as promptly as practicable in the event any authorization or permit necessary for the construction or operation of the Project is imposed (i.e., a new Other Governmental Authorization is created), eliminated or modified by a federal, state, or local agency after execution of this Precedent Agreement, and Exhibit 4 hereto shall be automatically amended to include or remove, as applicable, such authorization or permit or its applicable modification.

d. [redacted]

e. [redacted]

f. [redacted]

3. **Level of Service, Term, and Rates for Service.**

a. As of the Service Commencement Date (as hereinafter defined), Transporter commits to provide, and Shipper commits to receive from and pay Transporter for, firm transportation service capacity in the Maximum Daily Quantity ("MDQ") selected by Shipper as set forth in the capacity subscription table below. Shipper's MDQ shall be memorialized in two separate Rate Schedule FTS service agreements, which shall be referred to herein individually as Service Agreement No. 1 or Service Agreement No. 2, where applicable, and collectively as the "Service Agreements."

Capacity Subscription Table:

	Rate Schedule FTS Service Agreement Anticipated Service Date	**Maximum Daily Quantity (MDQ) (Dth/Day)**	**MDQ Term**
Rate Schedule FTS Service Agreement No. 1	July 1, 2028	200,000	20 years
Rate Schedule FTS Service Agreement No. 2	July 1, 2028	75,000	20 years

b. [redacted]

c. Within thirty (30) days following the date of the FERC Order, Transporter shall tender to Shipper, and Shipper agrees to execute and deliver, the Service Agreements in the form attached hereto as Exhibit 5 as approved by FERC at the time of such execution, with only such modifications as necessary to reflect the rates, terms and conditions of service set forth in this Precedent Agreement. Transporter shall execute and deliver an executed copy of the Service Agreements to Shipper within five (5) days of Shipper's execution and delivery of the Service Agreements.

i. [redacted]

ii. The "Primary Term" of the Service Agreements shall be twenty (20) years beginning upon the Service Commencement Date.

iii. [redacted]

[redacted]

[redacted]

iv. [redacted]

d. [redacted]

e. [redacted]

f. [redacted]

g. [redacted]

[redacted]

h. [redacted]

i. [redacted]

ii. [redacted]

iii. [redacted]

i. [redacted]

4. **Transporter's Conditions Precedent.**

a. Transporter's obligations under the Service Agreements are subject in all respects to the satisfaction of the conditions precedent set forth in this Section 4. For the Project, Transporter shall have the sole right to determine whether the following conditions precedent have been satisfied and/or whether to waive any such conditions:

i. [redacted]

b. If any of the conditions precedent set forth in Section 4(a) are not satisfied or waived by the date set forth therein, Transporter shall have the right to provide written notice to Shipper of its intention to terminate this Precedent Agreement, the Service Agreement, and the Credit Agreement, as applicable; provided however, that, with respect to each such condition precedent, unless the right to terminate is exercised by written notice provided within thirty (30) days of the date on which such right to terminate for failure of such condition precedent first becomes effective, any such right to terminate shall be deemed to have been waived. Such notice shall designate each condition precedent giving rise to the right to provide such notice of termination. Unless all such condition(s) are satisfied within thirty (30) days after the receipt of such notice from Transporter or the Parties mutually agree otherwise in writing, this Precedent Agreement, the Service Agreements and the Credit Agreement shall terminate effective upon the expiration of said thirty (30)-day period, and neither Party shall have any liability to the other Party, nor shall any Party be responsible to the other Party for payment of damages or costs associated with the termination, in each case, due to the failure of a condition precedent unless the failure to satisfy such condition is the result of a willful and material uncured breach of this Precedent Agreement, the Service Agreements or the Credit Agreement by a Party. Transporter shall use commercially reasonable efforts to satisfy the conditions precedent applicable to its own actions set forth in Section 4(a) by the deadlines set forth therein.

c. Transporter shall not be liable in any manner to Shipper due to Transporter's failure to complete the construction of the Project within the timeframe contemplated herein, provided Transporter has met its obligations in the Precedent Agreement to use commercially reasonable efforts to obtain the Required Project Approvals and to construct the Project Facilities in accordance with the terms and conditions of this Precedent Agreement and the Service Agreements and meet its conditions precedent, respectively; provided, however, nothing in this Section 4(c) shall affect Shipper's ability to terminate this Precedent Agreement, the Credit Agreement or the Service Agreements, if applicable, if the Project does not achieve commercial operations as provided in Section 8(g).

5. **Shipper's Conditions Precedent.**

a. Shipper's obligations under the Service Agreements are subject in all respects to the satisfaction of the conditions precedent set forth in this Section 5. Shipper shall have the sole right to determine whether the following conditions precedent has been satisfied and/or whether to waive such conditions:

i. [redacted]

ii. [redacted]

iii. [redacted]

b. If any conditions precedent set forth in Section 5(a) is not satisfied or waived by the date set forth therein, Shipper shall have the right to provide written notice to Transporter of its intention to terminate this Precedent Agreement, the Service Agreement, and the Credit Agreement, as applicable; provided however, that, with respect to each such condition precedent, unless the right to terminate is exercised by written notice provided within thirty (30) days of the date on which such right to terminate for failure of such condition precedent first becomes effective, any such right to terminate shall be deemed to have been waived. Such notice shall designate each condition precedent giving rise to the right to provide such notice of termination. Unless all such conditions are satisfied within thirty (30) days after the receipt of such notice from Shipper or the Parties mutually agree otherwise in writing, this Precedent Agreement, the Service Agreement and the Credit Agreement shall terminate effective upon the expiration of said thirty (30)- day period, and neither Party shall have liability to the other Party, nor shall any Party be responsible to the other Party for payment of damages or costs associated with the termination, in each case, due to the failure of a condition precedent unless the failure to satisfy such condition is the result of a willful and material uncured breach of this Precedent Agreement, the Service Agreements or the Credit Agreement by a Party.

6. **Transporter's Obligations.**

a. In addition to Transporter's obligations provided elsewhere in this Precedent Agreement, including but not limited to those obligations in Section 2, above, upon the Effective Date:

i. Transporter agrees to use commercially reasonable efforts to (A) seek and to obtain by the Anticipated Service Date the contractual and property rights, financing arrangements and regulatory approvals, including the Required Project Approvals, as may be necessary to construct and operate the Project so as to provide firm transportation service to Shipper consistent with the terms and conditions agreed to in this Precedent Agreement, and

(B) construct the Project Facilities and to place such Project Facilities into service by the Anticipated Service Date; and

ii. [redacted]

b. [redacted]

7. **Shipper's Obligations.** In addition to Shipper's obligations provided elsewhere in this Precedent Agreement:

a. Upon the Effective Date, Shipper shall execute the credit agreement attached hereto as Exhibit 2 (the "Credit Agreement") contemporaneously with the execution of this Precedent Agreement and shall meet Transporter's creditworthiness requirements as set forth in the Credit Agreement and on a continuous basis commencing on the effective date of the Credit Agreement and continuing through the term of the Service Agreements;

b. On the respective Service Commencement Date(s), Transporter shall provide the services under the Service Agreements and Shipper shall pay the applicable charges as set forth in the Service Agreements;

c. As promptly as practicable following the Effective Date, Shipper agrees to apply for, and will seek with commercially reasonable efforts to obtain, any regulatory authorizations it deems necessary for it to utilize the Project for the service described herein, including with respect to Shipper facilities upstream or downstream of the Project; and

d. [redacted]

[redacted]

8. **Termination.**

a. [redacted]

b. Unless terminated sooner pursuant to the terms herein, this Precedent Agreement shall terminate upon the latest effective date of the Service Agreements.

c. [redacted]

d. [redacted]

[redacted]

e. [redacted]

[redacted]

f. If Shipper does not satisfy Transporter's creditworthiness requirements by the effective date of the Credit Agreement or at any time thereafter through the term of the Service Agreements, Transporter may terminate this Precedent Agreement, the Service Agreements (if executed) and the Credit Agreement.

g. [redacted]

h. [redacted]

[redacted]

9. **Assignment.** This Precedent Agreement may be assigned by either Party, including a partial assignment by Shipper, without the consent of the other Party, to (a) an Affiliate and (b) an entity which may succeed such Party by purchase, merger, joint venture, or consolidation, and any such successor in interest shall have all the rights and obligations of the assigning Party hereunder; provided, in each of (a) and (b), such assignee shall also be assigned the Credit Agreement and must meet the creditworthiness requirements set forth therein. Furthermore, either Party may, as security for its indebtedness, assign, mortgage or pledge any of its rights or obligations under this Precedent Agreement to any other entity, and the other Party will execute any commercially reasonable consent agreement with such entity and provide such commercially reasonable certificates and other documents as the assigning Party may reasonably request in connection with any such assignment; provided, any such consent agreement shall not contain any provisions that are inconsistent with, or that would modify, the other Party's rights or obligations under this Precedent Agreement. Except in accordance with the preceding two sentences in this Section 9, any purported assignment by Shipper of its rights and obligations hereunder shall be void *ab initio* without the prior written consent of Transporter, which consent will not be unreasonably withheld, conditioned, or delayed; provided, that any otherwise permitted assignee meets Transporter's creditworthiness standards set forth in the Credit Agreement by the Service Commencement Date applicable to each of the Service Agreements. For purposes of this Precedent Agreement, an "Affiliate" shall mean another person that controls, is controlled by or is under common control with, the specified entity and includes a division of the specified entity that operates as a functional unit. A "Person" as used in this definition shall mean any individual, company, corporation, partnership, joint venture, association, joint stock company, limited liability company, or unincorporated organization. "Control" as used in this definition means the direct or indirect authority, whether acting alone or in conjunction with others, to direct or cause to direct the management policies of an entity. A voting interest of fifty percent (50%) or more creates a rebuttable presumption of control. [redacted] Subject to the foregoing, this Precedent Agreement and the Service Agreements are binding upon, inure to the benefit of and are enforceable by the Parties and their respective successors and assigns.

10. **Representations and Warranties.** Each Party represents and warrants to each other as follows:

a. Such Party is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization and is in good standing in each other jurisdiction where the failure to so qualify would have a material adverse effect upon the business or financial condition of such Party.

b. The execution, delivery and performance of this Precedent Agreement by such Party does not and will not require the consent of any trustee or holder of any indebtedness or be subject to or inconsistent with other obligations of such Party under any other agreement.

c. This Precedent Agreement has been duly executed and delivered by such Party. This Precedent Agreement constitutes the legal, valid, binding and enforceable obligation of such Party, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws of general application relating to or affecting creditor's rights generally and by general equitable principles.

d. Except as specified herein, no governmental authorization, approval, order, license, permit, franchise or consent, and no registration, declaration or filing with any governmental authority is required on the part of such Party in connection with the execution and delivery of this Precedent Agreement.

11. **Force Majeure.**

a. In the event that either Party is rendered unable wholly or in part by Force Majeure (as defined below) to carry out its obligations under this Precedent Agreement, the obligations of the affected Party so far as they are affected by such Force Majeure shall be suspended during the continuance of such inability to perform, provided that the affected Party gives proper notice to the other Party, but for no period longer than the continuation of the inability to perform caused by such Force Majeure, and such cause shall be remedied, to the extent possible, with all reasonable dispatch. Proper notice shall be written notice that describes the full particulars of the Force Majeure event, delivered as soon as reasonably practicable after the date on which the affected Party became aware of such event, but in no event later than thirty (30) days thereafter. Neither Party shall be liable in damages to the other Party for any act, omission, or circumstance occasioned by or in consequence of Force Majeure, provided that the affected Party shall use reasonable efforts to remedy any situation that may interfere with the performance of its obligations hereunder; provided the settlement of strikes or other labor disturbances shall be in the affected Party's sole discretion; provided, except as otherwise provided in Sections 4, 5, and 8, an event of Force Majeure shall not extend any deadlines set forth in this Precedent Agreement. The affected Party will provide to the other Party its best estimate of the expected duration of any Force Majeure event and will respond to reasonable inquiries regarding the same.

b. The term "Force Majeure" shall include any act, event or circumstance, or any combination thereof, that is beyond the reasonable control of an affected Party and which event or circumstance, or any combination thereof, has not been caused by or contributed to by the acts or omissions of the affected Party. To the extent the requirements in the preceding sentence are satisfied, the term "Force Majeure" shall include, but shall not be limited to, the following: acts of God, the public enemy, fire, freezes, floods, storms, epidemics, pandemics, accidents, breakdowns of pipeline or equipment, unplanned facility repairs, strikes, and any other industrial, civil, or public disturbance (including, for the avoidance of doubt, unlawful obstruction of, or denial of access to, rights-of-way), the inability to obtain materials, supplies, permits or labor, and any laws, orders, rules, regulations, acts or restraints of any government or governmental body or authority, failure or delay by any governmental body or authority to timely provide requested certificates, permits or approval necessary for completion of projects, weather related disruptions and delays of the necessary activities for completion of projects, civil or military, and any other cause, whether of the kind herein enumerated or otherwise, that is beyond the reasonable control of the affected Party.

12. **Modifications or Waivers.** No modification or waiver of the terms and provisions of this Precedent Agreement shall be or become effective except by the execution by both Parties of a written amendment.

13. **Notices.** Notices under this Precedent Agreement shall be sent to:

Transporter:

Mountain Valley Pipeline, LLC
c/o MVP Holdco, LLC
2200 Energy Drive
Canonsburg, PA 15317
Attention: Michael Fritz, Head of Transmission and Storage Growth
Email: michael.fritz@eqt.com

With a copy to:

Mountain Valley Pipeline, LLC
c/o MVP Holdco, LLC
2200 Energy Drive
Canonsburg, PA 15317
Attention: Jay Alter, Assistant General Counsel
Email: jalter@eqt.com
Contracts @eqt.com

Shipper:

Duke Energy Carolinas, LLC
525 South Tryon Street Charlotte, North Carolina 28202
Attention: SVP, Fuels and System Optimization
Electronic Mail: John.Verderame@duke-energy.com

With a copy to:

Duke Energy Carolinas, LLC
525 South Tryon Street Charlotte, North Carolina 28202
Attention: Amanda Demopoulos, Deputy General Counsel

Electronic Mail: amanda.demopoulos@duke-energy.com

Any notice, request, instruction, correspondence or other document to be given hereunder by either Party shall be in writing and delivered personally or mailed by certified mail, postage prepaid and return receipt requested, by express courier, or by electronic communication. Notice given by personal delivery, certified mail, or express courier shall be effective upon actual receipt. In the absence of proof of the actual receipt date, notice by personal delivery or overnight courier shall be deemed to have been received on the next business day after it as sent or such earlier time as is confirmed by the receiving Party, and notice given by certified mail shall be deemed to have been received five (5) business days after it was sent or such earlier time as is confirmed by the receiving Party. Notice given by electronic communication shall be effective upon actual receipt if received during the recipient's normal business hours or at the beginning of recipient's next business day if received after recipient's normal business hours. All notices by electronic communication shall promptly be confirmed in writing by certified mail or express courier. Any Party may change any address to which notice is to be given to it by providing written notice as provided above of such change in address.

14. **Confidentiality and Disclosures.**

a. [redacted]

[redacted]

b. [redacted]

c. The Confidential Information shall remain the property of the Disclosing Party, and upon written request from the Disclosing Party to the Receiving Party, all written Confidential Information (including all copies thereof) then in the possession of the Receiving Party or its Representatives, except for that portion of the Confidential

Information that may be found in analyses, compilations, studies or other documents prepared by or for the Receiving Party in connection with the Project, shall immediately be returned to the Disclosing Party or destroyed. No copies of such written Confidential Information including any transcripts, notes or other recordation of oral information, derived from the Confidential Information, whether recorded on paper or electronic medium of any form, shall be retained by the Receiving Party or its Representatives except to the extent that the Receiving Party is required by (i) applicable law or (ii) its customary or written recordkeeping policies to retain any materials based on or otherwise incorporating all or any portion of the Confidential Information, in which case the Receiving Party will keep an maintain such materials subject to the terms and conditions of this Section 14. At Disclosing Party's written request, the Receiving Party must provide the Disclosing Party with written certification following the destruction of any Confidential Information by the Receiving Party.

d. [redacted]

e. It is understood and agreed that neither the execution of this Precedent Agreement nor disclosure of any Confidential Information by a Disclosing Party to a Receiving Party shall be construed as granting to the Receiving Party or any of its Representatives any license or rights in respect of any part of the Confidential Information disclosed to it, including any trade secrets included in such Confidential Information.

15. **Survival.** The Credit Agreement will be incorporated into the Service Agreements to be executed pursuant to this Precedent Agreement and the Credit Agreement and the provisions of Sections 8(h), 10, 14, 15, 16, and 18 of this Precedent Agreement will survive the termination of this Precedent Agreement, and the Credit Agreement will remain in effect during the term of the Service Agreements.

16. **Limitations on Damages.** THE PARTIES HERETO AGREE THAT NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY PUNITIVE, SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR BUSINESS INTERRUPTIONS) ARISING OUT OF OR IN ANY MANNER RELATED TO THIS PRECEDENT AGREEMENT, AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF OR THE SOLE, CONCURRENT OR CONTRIBUTORY NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT OF EITHER PARTY.

17. **Severability.** If any provision of this Precedent Agreement is held to be invalid, illegal, or unenforceable, then: (a) the validity, legality, and enforceability of the remaining provisions will not, in any way, be affected or impaired thereby; (b) in lieu of such invalid, illegal, or unenforceable provision, there will be automatically added to this Precedent Agreement a provision as similar to such invalid, illegal, or unenforceable provision as may be possible and be legal, valid, and enforceable; and (c) upon request by either Party, the Parties will promptly enter into a written amendment to this Precedent Agreement, in form reasonably acceptable to the Parties, implementing the addition of such substituted provision.

18. **Miscellaneous.**

a. All recitals and exhibits attached hereto are incorporated into this Precedent Agreement by reference and shall be deemed part of this Precedent Agreement as though they were in the main body of this Precedent Agreement.

b. This Precedent Agreement shall not create any rights in third parties, and no provision of this Precedent Agreement shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than Transporter or Shipper, or their successors or permitted assignees.

c. No waiver of either Party of any default by the other Party in the performance of any provision, condition or requirement herein shall be deemed a waiver of, or in any manner release the other Party from, future performance of any other provision, condition or requirement herein, nor shall such waiver be deemed to be a waiver of, or in any manner release the other Party from, future performance of the same provision, condition or requirement. Any delay or omission of either Party to exercise any right hereunder shall not impair the exercise of any such right, or any like right, accruing to it thereafter.

d. This Precedent Agreement must be executed and delivered by both Parties to create a binding contractual commitment.

e. This Precedent Agreement, and all the terms and provisions contained herein, and the respective obligations of the Parties hereunder, are subject to all valid laws, orders, rules and regulations of duly constituted governmental authorities having jurisdiction.

f. This Precedent Agreement, including the exhibits attached hereto, constitutes the sole and entire agreement of Transporter and Shipper with respect to the subject matter hereof, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

g. The construction, interpretation, and enforcement of this Precedent Agreement shall be governed by the laws of the State of New York, excluding any conflict of law rules, which would refer any matter to the laws of a jurisdiction other than the State of New York.

h. EACH PARTY HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY RIGHT TO A JURY TRIAL FOR ANY DISPUTE, CONTROVERSIES, OR CLAIMS ARISING HEREUNDER OR RELATED HERETO.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Precedent Agreement to be duly executed in several counterparts by their proper officers as of the date indicated in the signature block.

MOUNTAIN VALLEY PIPELINE, LLC
By and through its operator, EQM Gathering Opco, LLC

DocuSigned by:
By: ______________________
A60DE804FB8447...
Name: Albert Girgis
Title: Vice President, Operations
Date: 10/16/2025 | 6:15 PM EDT

DUKE ENERGY CAROLINAS, LLC

Signed by:
By: ______________________
B893D1CEE0254C5...
Name: John Verderame
Title: SVP Fuels & Systems Optimization
Date: 10/15/2025 | 12:32 PM EDT

Initial DS
MF JM

EXHIBIT 1

RECEIPT AND DELIVERY POINTS

[redacted]

EXHIBIT 2

CREDIT AGREEMENT

This Credit Agreement (this "Agreement") is made and entered into effective this 16th day of October 2025, by and between Mountain Valley Pipeline, LLC ("Transporter") and Duke Energy Carolinas, LLC ("Shipper"). Each of Transporter and Shipper are sometimes referred to herein individually as "Party" or collectively as "Parties."

WHEREAS, Transporter is proposing to develop and construct an expansion of its existing transmission pipeline facilities (the "Project"), which is proposed to include additional compression ("Project Facilities") to provide an additional approximately 600,000 dekatherms ("Dth") per day ("Dth/day") of planned, firm natural gas pipeline capacity on the existing Mountain Valley Pipeline (the "Mainline System"); and

WHEREAS, Transporter and Shipper entered into a Precedent Agreement, dated on or about even date herewith, for an aggregate capacity of two hundred seventy five thousand dekatherms per day (275,000 Dth/day) of firm transportation capacity on the Project ("Precedent Agreement");

WHEREAS, Transporter and Shipper have or will execute two (2) Service Agreements as contemplated by and in accordance with the Precedent Agreement for a total of two hundred seventy five thousand dekatherms per day (275,000 Dth/day) of firm transportation capacity provided by the Project ("Service Agreements");

WHEREAS, significant capital expenditures will be expended to develop and construct the Project; and

WHEREAS, Transporter desires for Shipper to commit to provide Transporter with assurance of Shipper's performance of its financial obligations relating to or arising under the Service Agreements in consideration of Transporter's willingness to pursue the Project in accordance with the terms of the Precedent Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, Transporter and Shipper hereby agree as follows:

1. **Financial Information.** Shipper will furnish financial information requested by Transporter and Transporter will conduct a credit evaluation of Shipper's creditworthiness. Further, for the duration of this Agreement, the Precedent Agreement and any Service Agreements entered into pursuant to the Precedent Agreement, Shipper shall deliver to Transporter within one hundred twenty (120) days after the close of each fiscal year Shipper's audited financial statements that reflect the operations of Shipper for the most recent fiscal year, including, without limitation, a balance sheet, income statement, and statement of cash flows, with supporting schedules, all on a consolidated and consolidating basis and in reasonable detail; provided, if such financial statements are posted on the website of Shipper or Shipper's parent company or are otherwise publicly available on the website of the Securities Exchange Commission or a successor agency, then Shipper shall have no obligation to deliver such financial statements to Transporter.

2. **Definitions.**

a. "Creditworthy" shall mean that the shipper (i) has a Credit Rating (as defined below) of BBB- or better from Standard & Poor's Global Ratings ("S&P") or its successor, and Baa3 or better from Moody's Investor Services, Inc. ("Moody's") and (ii) is not under review by either S&P or Moody's for possible downgrade below the levels of BBB- and Baa3, respectively. If Shipper is rated by more than one rating agency and the existing Credit Ratings are split, then the lower Credit Rating from the rating agencies mentioned above shall be utilized.

b. "Credit Rating" shall mean a party's senior unsecured debt rating as assigned by S&P and Moody's. In the event either S&P or Moody's discontinues its rating services such that only one of the aforementioned rating agencies exist, Transporter and Shipper agree to discuss possible alternative agencies that rate senior unsecured debt.

c. "Guarantor" shall mean a party that guarantees Shipper's obligations under the Precedent Agreement and the Service Agreements and that (i) has provided an irrevocable, unconditional guaranty as described in Section 4 and (ii) is not under review by either S&P or Moody's for possible downgrade below the level of BBB- and Baa3, respectively.

3. **Maintenance of Creditworthiness.** Shipper agrees that it shall maintain its Creditworthy status all times during the term of this Agreement and shall inform Transporter immediately of any changes in its Credit Rating (including being under review by S&P or Moody's for possible downgrade) or financial condition. Without limitation of the foregoing, Shipper shall, upon written request, affirmatively demonstrate to Transporter Shipper's compliance with the creditworthiness requirements set forth herein. Notwithstanding the foregoing, if at any time and from time-to-time Shipper is not Creditworthy, Shipper may be deemed creditworthy by Transporter if Transporter determines that the financial position of Shipper is acceptable.

4. **Credit Assurance.** Notwithstanding the financial information reporting requirements outlined in Section 1, the Parties acknowledge that Shipper's (and Guarantor's if applicable) credit quality may change over time, and Transporter shall have the right to obtain updated or additional financial information from Shipper and Guarantor, as applicable, at any time to assess its current creditworthiness. If at any time during the period extending from the Effective Date of the Precedent Agreement through the end of the primary term of the Service Agreements, Shipper (or Guarantor, if applicable), fails to demonstrate its creditworthiness to Transporter in accordance with this Credit Agreement or if Shipper (or Guarantor, if applicable) loses its Creditworthy status, then Shipper shall provide and maintain credit assurance, in form and substance reasonably acceptable to Transporter in accordance with this Credit Agreement, and in a dollar amount equal to the number of months of Reservation Charges under the Service Agreements as provided in Table 1 below. If Shipper fails to provide Transporter with the required credit assurance set forth in Table 1 below within ten (10) business days after Transporter's written request therefor, then Transporter may, without waiving any rights or remedies it may have, exercise applicable termination rights under the Precedent Agreement or suspend service until Shipper's compliance is obtained and if compliance is not obtained within a 10-day period then Transporter shall no longer be obligated to continue to provide service to Shipper. Transporter agrees that any of the following may be proposed by Shipper as an alternate form of credit

assurance in an amount at least equal to the "Amount of Credit Assurance" set forth in Table 1, subject to such form of credit assurance being fully satisfactory in form and substance by Transporter:

(i) an irrevocable standby letter of credit (the "Letter of Credit") for the benefit of Transporter, in form and substance satisfactory to Transporter, in its reasonable discretion, in a dollar amount equal to the applicable Amount of Credit Assurance in Table 1 below;

a. The issuer (the "Issuer") of the Letter of Credit shall have and maintain $10 billion in assets and a senior unsecured bond rating (unenhanced by third-party support) equivalent to A- or better as determined by all rating agencies that have provided such a rating, and if ratings from either S&P and Moody's are not available, equivalent ratings from alternate rating sources reasonably acceptable to Transporter. If such rating is equivalent to A-, the Issuer must not be on credit watch or have a negative outlook by any rating agency;

(ii) a prepayment, in an amount equal to the applicable Amount of Credit Assurance in Table 1 below in advance for service on Transporter's System;

a. If such prepayment is provided during the effective period of the Precedent Agreement, Transporter will hold the prepayment until the Service Commencement Date under the Precedent Agreement and thereafter require monthly prepayments within ten (10) business days after Transporter's written request;

(iii) a grant to Transporter of a security interest in collateral, the value of which is mutually agreed upon by Transporter and Shipper, to secure a dollar amount equal to the applicable Amount of Credit Assurance in Table 1 below;

(iv) a guaranty by an entity that is a U.S. incorporated or organized entity that owns all of the equity of Shipper, which entity is Creditworthy, for an amount not to exceed a maximum of the number of months of Reservation Charges under the Service Agreements as provided in Table 1 below; and

(v) other mutually agreeable forms and value of credit assurances to secure payment for an amount not to exceed a maximum of the number of months of Reservation Charges under the Service Agreements as provided in Table 1 below.

For the avoidance of doubt, if Shipper or Shipper's Guarantor rating returns to Creditworthy status, then Table 1 shall cease to apply and no credit assurance is required.

Table 1

Shipper's or Guarantor's S&P Credit Rating *	**Shipper's or Guarantor's Moody's Credit Rating ***	**Deadline For Shipper To Provide Credit Assurance**	**Form of Credit Assurance**	**Amount of Credit Assurance**
BBB- or better	Baa3 or better	Effective Date of Precedent Agreement	Guaranty, if Shipper is not Creditworthy	3 months of Reservation Charges under the Service Agreements
		Date of Issuance of FERC Certificate for Project	Guaranty, if Shipper is not Creditworthy	9 months of Reservation Charges under the Service Agreements
		Service Commencement Date under Precedent Agreement	Guaranty, if Shipper is not Creditworthy	9 months of Reservation Charges under the Service Agreements
BB+ or below	Ba1 or below	Effective Date of Precedent Agreement	As agreed	3 months of Reservation Charges under the Service Agreements
		Date of Issuance of FERC Certificate for Project	As agreed	12 months of Reservation Charges under the Service Agreements
		Service Commencement Date under Precedent Agreement	As agreed	12 months of Reservation Charges under the Service Agreements

* In the event Guarantor's Credit Rating from S&P and Moody's is not equivalent, on a relative scale, then the lower Credit Rating shall apply.

5. To the extent not inconsistent with any other provision herein, each Party reserves all of its rights pursuant to Transporter's FERC Gas Tariff, pursuant to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction (including the Federal Energy Regulatory Commission), and pursuant to other contractual arrangements with the other, and pursuant to any other applicable legal or equitable rights. In the event of a conflict or ambiguity as between this Credit Agreement and the creditworthiness provisions of Transporter's FERC Gas Tariff, the provisions of this Credit Agreement shall prevail unless such provisions are in conflict with then governing FERC regulations or policies.

6. This Agreement does not, and is not intended to, create a third-party beneficiary relationship between or among Transporter, Shipper, and any third party.

7. THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF NEW YORK, EXCEPT THAT ANY CONFLICT OF LAWS RULES OF THE STATE OF NEW YORK THAT WOULD REQUIRE REFERENCE TO THE LAWS OF SOME OTHER STATE OR JURISDICTION SHALL BE DISREGARDED.

8. This Agreement shall become effective as of the date first set forth above; provided, notwithstanding any other provision of this Agreement, any required credit assurance must be received by Transporter on or prior to the date set forth in Table 1. This Agreement may be terminated by either Party upon the later of (a) the date the Precedent Agreement is lawfully terminated and full payment of all outstanding balances and charges has been made by Shipper, and (b) the latest date on which any Service Agreements entered pursuant to the Precedent Agreement is lawfully terminated and full payment of all outstanding balances and charges has been made by Shipper. As provided in the Precedent Agreement, in the event that all or a portion of the Precedent Agreement or the Service Agreements is permanently and entirely assigned to a third party, this Credit Agreement shall also be assigned to the third party and this Agreement shall terminate on the date that any and all such portions of the permanently assigned Service Agreements or the Precedent Agreement, as the case may be, are lawfully terminated and full payment of all outstanding balances and charges for transportation service rendered prior to the effective date of such assignment has been made by Shipper to Transporter.

9. Any entity that shall succeed by purchase, merger, consolidation, or other transfer to the properties of either Transporter or Shipper, substantially or in entirety, shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement. Other than as set forth in the preceding sentence, no assignment of this Agreement or of any of the rights or obligations hereunder shall be made, unless there first shall have been obtained the written consent thereto of the other Party to this Agreement, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, either Party shall have the right, without obtaining the other Party's consent, to pledge or assign its rights under this Agreement or the Precedent Agreement as collateral security for its indebtedness. In addition, this Agreement is assignable in whole or in part by Transporter without the prior consent of the Shipper to any current or future entity affiliated with Transporter or any of its owners or any joint venture or other entity formed for purposes of owning and/or operating the Project.

10. 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 merged into and superseded by this Agreement.

11. 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

MOUNTAIN VALLEY PIPELINE, LLC **By and through its operator, EQM Gathering Opco, LLC**	**DUKE ENERGY CAROLINAS, LLC**
By: ________________________ Name: Title: Date:	By: ________________________ Name: Title: Date:

EXHIBIT 3

FUEL AND LOST AND UNACCOUNTED FOR GAS

[redacted]

[redacted]

[redacted]

EXHIBIT 4

REQUIRED PROJECT APPROVALS

[redacted]

EXHIBIT 5

FORM OF TRANSPORTATION SERVICE AGREEMENTS

[*PROVIDED UNDER SEPARATE COVER*]

MOUNTAIN VALLEY PIPELINE, LLC
TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO FIRM TRANSPORTATION
SERVICE UNDER RATE SCHEDULE FTS
Contract No.______
Dated:_______

(1) This Agreement is entered into by and between Mountain Valley Pipeline, LLC ("MVP") and Duke Energy Carolinas, LLC ("Customer").

(2) Agreement (CHECK ONE)

_X__ This is a new Agreement.
___ This Agreement supersedes, terminates, and cancels Contract No. _____, dated _____________. The superseded contract is no longer in effect.

(3) 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 the MVP 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 MVP's Tariff, the language of the Tariff will control.

(4) MVP 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 MVP's Tariff, including both the level and design of rates, charges, Retainage Factors and services, and the General Terms and Conditions and Customer shall have the right to protest any such filing by MVP.

(5) Customer's Maximum Daily Quantity ("MDQ") of natural gas transported under this Agreement shall be the MDQ stated in Exhibit A to this Agreement.

(6) The effective date, term and associated notice and renewal provisions of this Agreement are stated in Exhibit A to this Agreement.

(7) The Receipt and Delivery Points are stated in Exhibit A to this Agreement.

(8) Customer shall pay MVP the maximum applicable rate (including all other applicable charges and Retainage Factors authorized pursuant to Rate Schedule FTS and the Tariff) for services

rendered under this Agreement, unless Customer and MVP execute Optional Exhibit B (Discounted Rate Agreement) and/or Optional Exhibit C (Negotiated Rate Agreement).

(9) Exhibits are incorporated by reference into this Agreement upon their execution. Customer and MVP 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.

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

CUSTOMER:	**MOUNTAIN VALLEY PIPELINE, LLC: By and through its operator, EQM Gathering Opco, LLC**
By ______________________________ (Date)	By ______________________________ (Date)
Title ____________________________	Title ____________________________

EXHIBIT A
to the
TRANSPORTATION SERVICE AGREEMENT
between MOUNTAIN VALLEY PIPELINE, LLC
and
Duke Energy Carolinas, LLC,
pursuant to Rate Schedule FTS
Contract No. _______ Dated: ________

Date of this Exhibit A: __________
Effective Date of this Exhibit A: See Section 4 Below **.**
Supersedes Exhibit A Dated: _________.

(1) Notices and Correspondence shall be sent to:

Mountain Valley Pipeline, LLC

2200 Energy Drive
Canonsburg, PA 15317
Attn: Transportation Services Dept.
Phone: (412) 395-3230
E-mail Address: TransportationServices@eqt.com

Duke Energy Carolinas, LLC

Address:

525 South Tryon Street
Charlotte, North Carolina 28202

Representative: John Verderame
Phone:
Facsimile:
E-mail Address: John.Verderame@duke-energy.com
DUNS:
Federal Tax I.D. No.:
Other contact information if applicable:

(2) Maximum Daily Quantity ("MDQ"): 200,000 Dth Effective Date: See Section 4 Below

[redacted]

[redacted]

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)

____ month to month (subject to termination by either party upon ___ days written notice prior to contract expiration)

_X___ other (described in section 5 below)

* In accordance with Section 6.21 of the General Terms and Conditions, a right of first refusal may apply; any contractual right of first refusal will be set forth in Section (5) of this Exhibit A.

(5) Other Special Provisions:

[redacted]

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

CUSTOMER:	**MOUNTAIN VALLEY PIPELINE, LLC: By and through its operator, EQM Gathering Opco, LLC**
By ______________________________ (Date)	By ______________________________ (Date)
Title ____________________________	Title ____________________________

OPTIONAL EXHIBIT C
to the
TRANSPORTATION SERVICE AGREEMENT
between MOUNTAIN VALLEY PIPELINE, LLC
and
Duke Energy Carolinas, LLC,
pursuant to Rate Schedule FTS
Contract No. _______ Dated _____________

Date of this Optional Exhibit C: _________
Effective Date of this Optional Exhibit C: _________
Supersedes Optional Exhibit C Dated: _________

Negotiated Rate Agreement

[redacted]

(2) Customer acknowledges that it is electing Negotiated Rates as an alternative to the rates and charges set forth in the Statement of Rates of MVP's Tariff applicable to Rate Schedule FTS, as revised from time to time.

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

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

CUSTOMER:

By

___________________________________ (Date)

Title ___________________________________

MOUNTAIN VALLEY PIPELINE, LLC:
By and through its operator, EQM Gathering Opco, LLC

By ___________________________________

(Date)

Title ___________________________________

MOUNTAIN VALLEY PIPELINE, LLC
TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO FIRM TRANSPORTATION
SERVICE UNDER RATE SCHEDULE FTS
Contract No.______
Dated: ______________

(1) This Agreement is entered into by and between Mountain Valley Pipeline, LLC ("MVP") and Duke Energy Carolinas, LLC ("Customer").

(2) Agreement (CHECK ONE)

_X__ This is a new Agreement.
___ This Agreement supersedes, terminates, and cancels Contract No. _____, dated _____________. The superseded contract is no longer in effect.

(3) 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 the MVP 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 MVP's Tariff, the language of the Tariff will control.

(4) MVP 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 MVP's Tariff, including both the level and design of rates, charges, Retainage Factors and services, and the General Terms and Conditions and Customer shall have the right to protest any such filing by MVP.

(5) Customer's Maximum Daily Quantity ("MDQ") of natural gas transported under this Agreement shall be the MDQ stated in Exhibit A to this Agreement.

(6) The effective date, term and associated notice and renewal provisions of this Agreement are stated in Exhibit A to this Agreement.

(7) The Receipt and Delivery Points are stated in Exhibit A to this Agreement.

(8) Customer shall pay MVP the maximum applicable rate (including all other applicable charges and Retainage Factors authorized pursuant to Rate Schedule FTS and the Tariff) for services

rendered under this Agreement, unless Customer and MVP execute Optional Exhibit B (Discounted Rate Agreement) and/or Optional Exhibit C (Negotiated Rate Agreement).

(9) Exhibits are incorporated by reference into this Agreement upon their execution. Customer and MVP 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.

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

CUSTOMER:	**MOUNTAIN VALLEY PIPELINE, LLC: By and through its operator, EQM Gathering Opco, LLC**
By ______________________________ (Date)	By ______________________________ (Date)
Title ____________________________	Title ____________________________

EXHIBIT A
to the
TRANSPORTATION SERVICE AGREEMENT
between MOUNTAIN VALLEY PIPELINE, LLC
and
Duke Energy Carolinas, LLC,
pursuant to Rate Schedule FTS
Contract No. _______ Dated: ______________

Date of this Exhibit A: _____________.
Effective Date of this Exhibit A: See Section 4 Below .
Supersedes Exhibit A Dated: _________.

(1) Notices and Correspondence shall be sent to:

Mountain Valley Pipeline, LLC

2200 Energy Drive
Canonsburg, PA 15317
Attn: Transportation Services Dept.
Phone: (412) 395-3230
E-mail Address: TransportationServices@eqt.com

Duke Energy Carolinas, LLC

Address:

525 South Tryon Street
Charlotte, North Carolina 28202

Representative: John Verderame
Phone:
Facsimile:
E-mail Address: John.Verderame@duke-energy.com
DUNS:
Federal Tax I.D. No.:
Other contact information if applicable:

(2) Maximum Daily Quantity ("MDQ"): 75,000 Dth Effective Date: See Section 4 Below

[redacted]

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)

____ month to month (subject to termination by either party upon ___ days written notice prior to contract expiration)

_X___ other (described in section 5 below)

* In accordance with Section 6.21 of the General Terms and Conditions, a right of first refusal may apply; any contractual right of first refusal will be set forth in Section (5) of this Exhibit A.

(5) Other Special Provisions:

[redacted]

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

CUSTOMER:

By ________________________________ (Date)

Title ______________________________

MOUNTAIN VALLEY PIPELINE, LLC: By and through its operator, EQM Gathering Opco, LLC

By ________________________________ (Date)

Title ______________________________

OPTIONAL EXHIBIT C
to the
TRANSPORTATION SERVICE AGREEMENT
between MOUNTAIN VALLEY PIPELINE, LLC
and
Duke Energy Carolinas, LLC,
pursuant to Rate Schedule FTS
Contract No. _______ Dated: _____________

Date of this Optional Exhibit C: ____________
Effective Date of this Optional Exhibit C: See Section 3 Below
Supersedes Optional Exhibit C Dated: _________

Negotiated Rate Agreement

[redacted]

(2) Customer acknowledges that it is electing Negotiated Rates as an alternative to the rates and charges set forth in the Statement of Rates of MVP's Tariff applicable to Rate Schedule FTS, as revised from time to time.

[redacted]

[redacted]

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

CUSTOMER:	**MOUNTAIN VALLEY PIPELINE, LLC: By and through its operator, EQM Gathering Opco, LLC**
By ________________________________ (Date)	By ________________________________ (Date)
Title ______________________________	Title ______________________________

PUBLIC SERVICE COMPANY OF NORTH CAROLINA, INC.

PRECEDENT AGREEMENT

This Precedent Agreement ("Precedent Agreement") is made effective at 12:01 a.m. this 16th day of October, 2025 ("Effective Date"), by and between Mountain Valley Pipeline, LLC ("Transporter") and Public Service Company of North Carolina, Inc. ("Shipper"). Transporter and Shipper are also referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Transporter is a provider of interstate natural gas transmission services; and

WHEREAS, Transporter is proposing to develop and construct an expansion of its existing transmission pipeline facilities (the "Project"), which is proposed to include additional compression ("Project Facilities") to provide an additional approximately 600,000 dekatherms ("Dth") per day ("Dth/day") of planned, firm natural gas pipeline capacity on the existing Mountain Valley Pipeline (the "Mainline System"); and

WHEREAS, the Project will be subject to the jurisdiction of the Federal Energy Regulatory Commission ("FERC"), and Transporter will file for the necessary approvals for the construction and operation of the Project to provide firm transportation services on the Project Facilities; and

WHEREAS, Shipper and Transporter are entering into this Precedent Agreement to govern Shipper's and Transporter's rights and obligations with respect to the matters set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and intending to be legally bound by the terms herein, Transporter and Shipper agree as follows:

1. **Project Facilities.** Transporter agrees, subject to the terms and conditions of this Precedent Agreement, to use commercially reasonable efforts to proceed with the development of the Project and to thereby create new firm transportation capacity in a manner that is consistent with the terms and conditions of this Precedent Agreement and the Service Agreement (as defined in Section 3(c)) as further described herein.

   a. The Project is expected to provide, in aggregate, approximately six hundred thousand (600,000) Dth/day of new firm transportation capacity (such new capacity to be referred to as the "Project Capacity").

   b. The receipt and delivery points available to Shipper from the Project are set forth on Exhibit 1 hereto. The Project includes the full scope and costs of constructing and placing into service new facilities to allow firm transportation service using the Project Capacity to the listed delivery point in Exhibit 1 ("Delivery Point").

   c. In accordance with the provisions of Section 6, Transporter will be responsible for the acquisition, design, construction, installation, land rights, permitting and financing of the Project Facilities that may be necessary for Transporter to provide the firm transportation services on the Project Capacity as specified in this Precedent Agreement.

d. Except as may otherwise be provided for herein, Shipper shall be responsible for making all arrangements with, and/or acquiring any services from, upstream and downstream pipelines that may be necessary for Shipper to utilize the Project Capacity and, unless otherwise provided herein, Shipper's failure to have in place adequate upstream or downstream facilities or arrangements shall not relieve Shipper of its obligations under this Precedent Agreement, the Credit Agreement (as defined in Section 7(a)) or the Service Agreement, each as defined elsewhere herein, as applicable.

2. **Open Season and Approvals.**

a. Transporter conducted a non-binding open season for the Project Capacity in accordance with all applicable FERC rules and regulations. Transporter's Open Season notice provided that a shipper who commits to at least 125,000 Dth/day of firm capacity for a minimum initial contract term of 20 years and primary delivery point of MVP Southgate or other delivery points as evaluated by Mountain Valley shall be an Anchor Shipper, a status which provides certain benefits.

b. In consideration of Shipper's commitment hereunder to the Maximum Daily Quantity ("MDQ") requested, which is essential to the competitive and economic viability of the Project, Shipper shall be considered an Anchor Shipper under the Project. Shipper's status as an Anchor Shipper will mean that Shipper's MDQ will not be subject to being reduced or allocated to any other Project shippers in any subsequent open season for the Project Capacity, including in the event Transporter amends the Project to reduce or increase the scope, size or capacity, or to change Project Facilities.

c. Transporter shall proceed to use commercially reasonable efforts to seek the regulatory approvals as may be necessary to construct and operate the Project Facilities so as to provide firm transportation service to Shipper consistent with the terms and conditions of this Precedent Agreement and the Service Agreement, including the necessary authorizations from the FERC under the Natural Gas Act ("NGA") for the Project ("FERC Authorizations") and all other authorizations (including any authorizations or permits that may be required from other federal or state or local agencies) that may be necessary for Transporter to proceed with construction and operation of the Project Facilities (such other authorizations are referred to herein singularly as "Other Governmental Authorization" and collectively as the "Other Governmental Authorizations"). The FERC Authorizations, Other Governmental Authorizations, and FERC's issuance of the notice to proceed with construction of the Project ("FERC Notice to Proceed") shall be referred to collectively as the "Required Project Approvals" and shall be listed in Exhibit 4. Transporter shall provide written notice to Shipper as promptly as practicable in the event any authorization or permit necessary for the construction or operation of the Project is imposed (i.e., a new Other Governmental Authorization is created), eliminated or modified by a federal, state, or local agency after execution of this Precedent Agreement, and Exhibit 4 hereto shall be automatically amended to include or remove, as applicable, such authorization or permit or its applicable modification.

d. [redacted]

e. [redacted]

f. [redacted]

3. **Level of Service, Term, and Rates for Service.**

a. As of the Service Commencement Date (as hereinafter defined), Transporter commits to provide, and Shipper commits to receive from and pay Transporter for, firm transportation service capacity in the quantity selected by Shipper as set forth in the capacity subscription table below.

Capacity Subscription Table:

Rate Schedule FTS Service Agreement Anticipated Service Date	Maximum Daily Quantity (MDQ) (Dth/Day)	MDQ Term
June 28, 2028	125,000	20 years

b. [redacted]

c. Within thirty (30) days following the date of the FERC Order, Transporter shall tender to Shipper, and Shipper agrees to execute and deliver, the "Transportation Service Agreement applicable to Firm Transportation Service under Rate Schedule FTS" ("Service Agreement") in the form attached hereto as Exhibit 5 as approved by FERC at the time of such execution, with only such modifications as necessary to reflect the rates, terms and conditions of service set forth in this Precedent Agreement. Subject to FERC approval, Transporter represents and warrants that the Service Agreement tendered by Transporter for execution by Shipper will not deviate from or conflict with any of the material provisions of this Precedent Agreement, including but not limited to the MDQ, term, Receipt and Delivery Points, and negotiated rates.

i. The Service Agreement shall become effective on the Service Commencement Date as set forth in Section 3(b) above.

ii. The "Primary Term" of the Service Agreement shall be twenty (20) years beginning upon the Service Commencement Date.

iii. [redacted]

[redacted] [redacted]

[redacted] [redacted]

[redacted]

iv. [redacted]

[redacted]

d. [redacted]

e. [redacted]

4. **Transporter's Conditions Precedent.**

a. Transporter's obligations under the Service Agreement are subject in all respects to the satisfaction of the conditions precedent set forth in this Section 4. For the Project, Transporter shall have the sole right to determine whether the following conditions precedent have been satisfied and/or whether to waive any such conditions:

i. [redacted]

b. If any of the conditions precedent set forth in Section 4(a) are not satisfied or waived by the date set forth therein, Transporter shall have the right to provide written notice to Shipper of its intention to terminate this Precedent Agreement, the Service Agreement, and the Credit Agreement, as applicable; provided however, that, with respect to each such condition precedent, unless the right to terminate is exercised by written notice provided within thirty (30) days of the date on which such right to terminate for failure of such condition precedent first becomes effective, any such right to terminate shall be deemed to have been waived. Such notice shall designate each condition precedent giving rise to the right to provide such notice of termination. Unless all such condition(s) are satisfied within thirty (30) days after the receipt of such notice from Transporter or the Parties mutually agree otherwise in writing, this Precedent Agreement, the Service Agreement and the Credit Agreement shall terminate effective upon the expiration of said thirty (30)-day period, and neither Party shall have any liability to the other Party, nor shall any Party be responsible to the other Party for payment of damages or costs associated with the termination, in each case, due to the failure of a condition precedent unless the failure to satisfy such condition is the result of a willful and material uncured breach of this Precedent Agreement, the Service Agreement or the Credit Agreement by a Party. Transporter shall use commercially reasonable efforts to satisfy the conditions precedent applicable to its own actions set forth in Section 4(a) by the deadlines set forth therein.

c. Transporter shall not be liable in any manner to Shipper due to Transporter's failure to complete the construction of the Project within the timeframe contemplated herein, provided Transporter has met its obligations in the Precedent Agreement to use commercially reasonable efforts to obtain the Required Project Approvals and to construct the Project Facilities in accordance with the terms and conditions of this Precedent Agreement and the Service Agreement and meet its conditions precedent, respectively; provided, however, nothing in this Section 4(c) shall affect Shipper's ability to terminate this Precedent Agreement, the Credit Agreement or the Service Agreement, if applicable, if the Project does not achieve Commercial Operations as provided in Section 8(f).

5. **Shipper's Conditions Precedent.**

a. Shipper's obligations under the Service Agreement are subject in all respects to the satisfaction of the conditions precedent set forth in this Section 5. Shipper shall have the sole right to determine whether the following conditions precedent has been satisfied and/or whether to waive such conditions:

i. [redacted]

b. If any of the conditions precedent set forth in Section 5(a) are not satisfied or waived by the date set forth therein, Shipper shall have the right to provide written notice to Transporter of its intention to terminate this Precedent Agreement, the

Service Agreement, and the Credit Agreement, as applicable; provided however, that, with respect to each such condition precedent, unless the right to terminate is exercised by written notice provided within thirty (30) days of the date on which such right to terminate for failure of such condition precedent first becomes effective, any such right to terminate shall be deemed to have been waived. Such notice shall designate each condition precedent giving rise to the right to provide such notice of termination. Unless all such conditions are satisfied within thirty (30) days after the receipt of such notice from Shipper or the Parties mutually agree otherwise in writing, this Precedent Agreement, the Service Agreement and the Credit Agreement shall terminate effective upon the expiration of said thirty (30)-day period, and neither Party shall have liability to the other Party, nor shall any Party be responsible to the other Party for payment of damages or costs associated with the termination, in each case, due to the failure of a condition precedent unless the failure to satisfy such condition is the result of a willful and material uncured breach of this Precedent Agreement, the Service Agreement or the Credit Agreement by a Party.

6. **Transporter's Obligations.**

a. In addition to Transporter's obligations provided elsewhere in this Precedent Agreement, including but not limited to those obligations in Section 2, above, upon the Effective Date:

i. Transporter agrees to use commercially reasonable efforts to (A) seek and to obtain by the Anticipated Service Date, the contractual and property rights, financing arrangements and regulatory approvals, including the Required Project Approvals, as may be necessary to construct and operate the Project so as to provide firm transportation service to Shipper consistent with the terms and conditions agreed to in this Precedent Agreement, and (B) construct the Project Facilities and to place such Project Facilities into service by the Anticipated Service Date; and

ii. [redacted]

b. [redacted]

[redacted]

7. **Shipper's Obligations.** In addition to Shipper's obligations provided elsewhere in this Precedent Agreement:

a. Upon the Effective Date, Shipper shall execute the credit agreement attached hereto as Exhibit 2 (the "Credit Agreement") contemporaneously with the execution of this Precedent Agreement and shall meet Transporter's creditworthiness requirements as set forth in the Credit Agreement and on a continuous basis commencing on the effective date of the Credit Agreement and continuing through the term of the Service Agreement;

b. On the Service Commencement Date, Transporter shall provide the services under the Service Agreement and Shipper shall pay the applicable charges as set forth in the Service Agreement;

c. As promptly as practicable following the Effective Date, Shipper agrees to apply for, and will seek with commercially reasonable efforts to obtain, any regulatory authorizations it deems necessary for it to utilize the Project for the service described herein, including with respect to Shipper facilities upstream or downstream of the Project; and

d. [redacted]

8. **Termination.**

a. [redacted]

b. Unless terminated sooner pursuant to the terms herein, this Precedent Agreement shall terminate upon the Service Commencement Date.

c. [redacted]

d. If Shipper does not satisfy Transporter's creditworthiness requirements by the effective date of the Credit Agreement or at any time thereafter through the term of the Service Agreement, Transporter may terminate this Precedent Agreement, the Service Agreement (if executed) and the Credit Agreement.

e. [redacted]

f. [redacted]

[redacted]

9. **Assignment.** This Precedent Agreement may be assigned by either Party, including a partial assignment by Shipper, without the consent of the other Party, to (a) an Affiliate and (b) an entity which may succeed such Party by purchase, merger, joint venture, or consolidation, and any such successor in interest shall have all the rights and obligations of the assigning Party hereunder; provided, in each of (a) and (b), such assignee shall also be assigned the Credit Agreement and must meet the creditworthiness requirements set forth therein. Furthermore, either Party may, as security for its indebtedness, assign, mortgage or pledge any of its rights or obligations under this Precedent Agreement to any other entity, and the other Party will execute any commercially reasonable consent agreement with such entity and provide such commercially reasonable certificates and other documents as the assigning Party may reasonably request in connection with any such assignment; provided, any such consent agreement shall not contain any provisions that are inconsistent with, or that would modify, the other Party's rights or obligations under this Precedent Agreement. Except in accordance with the preceding two sentences in this Section 9, any purported assignment by Shipper of its rights and obligations hereunder shall be void *ab initio* without the prior written consent of Transporter, which consent will not be unreasonably withheld, conditioned, or delayed; provided, that any otherwise permitted assignee meets Transporter's creditworthiness standards set forth in the Credit Agreement by the Service Commencement Date. For purposes of this Precedent Agreement, an "Affiliate" shall mean another person that controls, is controlled by or is under common control with, the specified entity and includes a division of the specified entity that operates as a functional unit. A "Person" as used in this definition shall mean any individual, company, corporation, partnership, joint venture, association, joint stock company, limited liability company, or unincorporated organization. "Control" as used in this definition means the direct or indirect authority, whether acting alone or in conjunction with others, to direct or cause to direct the management policies of an entity. A voting interest of fifty percent (50%) or more creates a rebuttable presumption of control. [redacted]

[redacted] Subject to the foregoing, this Precedent Agreement and the Service Agreement is binding upon, inures to the benefit of and is enforceable by the Parties and their respective successors and assigns.

10. **Representations and Warranties.** Each Party represents and warrants to each other as follows:

a. Such Party is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization and is in good standing in each other jurisdiction where the failure to so qualify would have a material adverse effect upon the business or financial condition of such Party.

b. The execution, delivery and performance of this Precedent Agreement by such Party does not and will not require the consent of any trustee or holder of any indebtedness or be subject to or inconsistent with other obligations of such Party under any other agreement.

c. This Precedent Agreement has been duly executed and delivered by such Party. This Precedent Agreement constitutes the legal, valid, binding and enforceable obligation of such Party, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws of general application relating to or affecting creditor's rights generally and by general equitable principles.

d. Except as specified herein, no governmental authorization, approval, order, license, permit, franchise or consent, and no registration, declaration or filing with any governmental authority is required on the part of such Party in connection with the execution and delivery of this Precedent Agreement.

11. **Force Majeure.**

a. In the event that either Party is rendered unable wholly or in part by Force Majeure (as defined below) to carry out its obligations under this Precedent Agreement, the obligations of the affected Party so far as they are affected by such Force Majeure shall be suspended during the continuance of such inability to perform, provided that the affected Party gives proper notice to the other Party, but for no period longer than the continuation of the inability to perform caused by such Force Majeure, and such cause shall be remedied, to the extent possible, with all reasonable dispatch. Proper notice shall be written notice that describes the full particulars of the Force Majeure event, delivered as soon as reasonably practicable after the date on which the affected Party became aware of such event, but in no event later than thirty (30) days thereafter. Neither Party shall be liable in damages to the other Party for any act, omission, or circumstance occasioned by or in consequence of Force Majeure, provided that the affected Party shall use reasonable efforts to remedy any situation that may interfere with the performance of its obligations hereunder; provided the settlement of strikes or other labor disturbances shall be in the affected Party's sole discretion; provided, except as otherwise provided in Sections 4, 5, and 8, an event of Force Majeure shall not extend any deadlines set forth in this Precedent Agreement. The affected Party will provide to the other Party its best estimate of the expected duration of any Force Majeure event and will respond to reasonable inquiries regarding the same.

b. The term "Force Majeure" shall include any act, event or circumstance, or any combination thereof, that is beyond the reasonable control of an affected Party and which event or circumstance, or any combination thereof, has not been caused by or contributed to by the acts or omissions of the affected Party. To the extent the requirements in the preceding sentence are satisfied, the term "Force Majeure" shall include, but shall not be limited to, the following: acts of God, the public enemy, fire, freezes, floods, storms, epidemics, pandemics, accidents, breakdowns of pipeline or equipment, unplanned facility repairs, strikes, and any other industrial, civil, or public disturbance (including, for the avoidance of doubt, unlawful obstruction of, or denial of access to, rights-of-way), the inability to obtain materials, supplies, permits or labor, and any laws, orders, rules, regulations, acts or restraints of any government or governmental body or authority, failure or delay by any governmental body or authority to timely provide requested certificates, permits or approval necessary for completion of projects, weather related disruptions and delays of the necessary activities for completion of projects, civil or military, and any other cause, whether of the kind herein enumerated or otherwise, that is beyond the reasonable control of the affected Party.

12. **Modifications or Waivers.** No modification or waiver of the terms and provisions of this Precedent Agreement shall be or become effective except by the execution by both Parties of a written amendment.

13. **Notices.** Notices under this Precedent Agreement shall be sent to:

Transporter:

Mountain Valley Pipeline, LLC
c/o MVP Holdco, LLC
2200 Energy Drive
Canonsburg, PA 15317
Attention: Michael Fritz, Head of Transmission and Storage Growth
Email: michael.fritz@eqt.com

With a copy to:

Mountain Valley Pipeline, LLC
c/o MVP Holdco, LLC
2200 Energy Drive
Canonsburg, PA 15317

Attention: Jay Alter, Assistant General Counsel
Email: jalter@eqt.com
contracts@eqt.com

Shipper:

Public Service Company of North Carolina, Inc.
220 Operation Way MC E31
Cayce, SC 29033-3701
Attention: Gas Supply
Electronic Mail: gassupply3@scana.com

Any notice, request, instruction, correspondence or other document to be given hereunder by either Party shall be in writing and delivered personally or mailed by certified mail, postage prepaid and return receipt requested, by express courier, or by electronic communication. Notice given by personal delivery, certified mail, or express courier shall be effective upon actual receipt. In the absence of proof of the actual receipt date, notice by personal delivery or overnight courier shall be deemed to have been received on the next business day after it was sent or such earlier time as is confirmed by the receiving Party, and notice given by certified mail shall be deemed to have been received five (5) business days after it was sent or such earlier time as is confirmed by the receiving Party. Notice given by electronic communication shall be effective upon actual receipt if received during the recipient's normal business hours or at the beginning of recipient's next business day if received after recipient's normal business hours. All notices by electronic communication shall promptly be confirmed in writing by certified mail or express courier. Any Party may change any address to which notice is to be given to it by providing written notice as provided above of such change in address.

14. **Confidentiality and Disclosures.**

a. [redacted]

[redacted]

b. [redacted]

c. The Confidential Information shall remain the property of the Disclosing Party, and upon written request from the Disclosing Party to the Receiving Party, all written Confidential Information (including all copies thereof) then in the possession of the Receiving Party or its Representatives, except for that portion of the Confidential Information that may be found in analyses, compilations, studies or other documents prepared by or for the Receiving Party in connection with the Project, shall immediately be returned to the Disclosing Party or destroyed. No copies of such written Confidential Information including any transcripts, notes or other recordation of oral information, derived from the Confidential Information, whether recorded on paper or electronic medium of any form, shall be retained by the Receiving Party or its Representatives except to the extent that the Receiving Party is required by (i) applicable law or (ii) its customary or written recordkeeping policies to retain any materials based on or otherwise incorporating all or any portion of the Confidential Information, in which case the Receiving Party will keep and maintain such materials subject to the terms and conditions of this Section 14. At Disclosing Party's written request, the Receiving Party must provide the

Disclosing Party with written certification following the destruction of any Confidential Information by the Receiving Party.

d. [redacted]

e. It is understood and agreed that neither the execution of this Precedent Agreement nor disclosure of any Confidential Information by a Disclosing Party to a Receiving Party shall be construed as granting to the Receiving Party or any of its Representatives any license or rights in respect of any part of the Confidential Information disclosed to it, including any trade secrets included in such Confidential Information.

15. **Survival.** The Credit Agreement will be incorporated into the Service Agreement to be executed pursuant to this Precedent Agreement and the Credit Agreement and the provisions of Sections 8(f), 10, 14, 15, 16, and 18 of this Precedent Agreement will survive the termination of this Precedent Agreement, and the Credit Agreement will remain in effect during the term of the Service Agreement.

16. **Limitations on Damages.** THE PARTIES HERETO AGREE THAT NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY PUNITIVE, SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR BUSINESS INTERRUPTIONS) ARISING OUT OF OR IN ANY MANNER RELATED TO THIS PRECEDENT AGREEMENT, AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF OR THE SOLE, CONCURRENT OR CONTRIBUTORY NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT OF EITHER PARTY.

17. **Severability.** If any provision of this Precedent Agreement is held to be invalid, illegal, or unenforceable, then: (a) the validity, legality, and enforceability of the remaining provisions will not, in any way, be affected or impaired thereby; (b) in lieu of such invalid, illegal, or unenforceable provision, there will be automatically added to this Precedent Agreement a provision as similar to such invalid, illegal, or unenforceable provision as may be possible and be legal, valid, and enforceable; and (c) upon request by either Party, the Parties will promptly enter into a written amendment to this Precedent Agreement, in form reasonably acceptable to the Parties, implementing the addition of such substituted provision.

18. **Miscellaneous.**

a. All recitals and exhibits attached hereto are incorporated into this Precedent Agreement by reference and shall be deemed part of this Precedent Agreement as though they were in the main body of this Precedent Agreement.

b. This Precedent Agreement shall not create any rights in third parties, and no provision of this Precedent Agreement shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than Transporter or Shipper, or their successors or permitted assignees.

c. No waiver of either Party of any default by the other Party in the performance of any provision, condition or requirement herein shall be deemed a waiver of, or in any manner release the other Party from, future performance of any other provision, condition or requirement herein, nor shall such waiver be deemed to be a waiver of, or in any manner release the other Party from, future performance of the same provision, condition or requirement. Any delay or omission of either Party to exercise any right hereunder shall not impair the exercise of any such right, or any like right, accruing to it thereafter.

d. This Precedent Agreement must be executed and delivered by both Parties to create a binding contractual commitment.

e. This Precedent Agreement, and all the terms and provisions contained herein, and the respective obligations of the Parties hereunder, are subject to all valid laws, orders, rules and regulations of duly constituted governmental authorities having jurisdiction.

f. This Precedent Agreement, including the exhibits attached hereto, constitutes the sole and entire agreement of Transporter and Shipper with respect to the subject matter hereof, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

g. The construction, interpretation, and enforcement of this Precedent Agreement shall be governed by the laws of the State of New York, excluding any conflict of law rules, which would refer any matter to the laws of a jurisdiction other than the State of New York.

h. EACH PARTY HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY RIGHT TO A JURY TRIAL FOR ANY DISPUTE, CONTROVERSIES, OR CLAIMS ARISING HEREUNDER OR RELATED HERETO.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Precedent Agreement to be duly executed in several counterparts by their proper officers as of the date indicated in the signature block.

MOUNTAIN VALLEY PIPELINE, LLC
By and through its operator, EQM Gathering Opco, LLC

DocuSigned by:
By: Albert Girgis
A90DE80AFB80447...
Name: Albert Girgis
Title: Vice President, Operations
Date: 10/16/2025 | 6:15 PM EDT

Initial: MF
DS: JR

PUBLIC SERVICE COMPANY OF NORTH CAROLINA, INC.

DocuSigned by:
By: Rusty Harris
Name: Rusty Harris
Title: VP
Date: 10/14/2025 | 1:30 PM EDT

Initial: RG
Initial: BCC

EXHIBIT 1

RECEIPT AND DELIVERY POINTS

[redacted]

[redacted] [redacted] [redacted] [redacted]

[redacted] [redacted] [redacted] [redacted]

[redacted]

EXHIBIT 2

CREDIT AGREEMENT

This Credit Agreement (this "Agreement") is made and entered into effective this 16th day of October 2025, by and between Mountain Valley Pipeline, LLC ("Transporter") and Public Service Company of North Carolina, Inc. ("Shipper"). Each of Transporter and Shipper are sometimes referred to herein individually as "Party" or collectively as "Parties."

WHEREAS, Transporter is proposing to develop and construct an expansion of its existing transmission pipeline facilities (the "Project"), which is proposed to include additional compression ("Project Facilities") to provide an additional approximately 600,000 dekatherms ("Dth") per day ("Dth/day") of planned, firm natural gas pipeline capacity on the existing Mountain Valley Pipeline (the "Mainline System"); and

WHEREAS, Transporter and Shipper entered into a Precedent Agreement, dated on or about even date herewith, for an aggregate capacity of 125,000 Dth/day of firm transportation capacity on the Project ("Precedent Agreement");

WHEREAS, Transporter and Shipper have or will execute a Service Agreement as contemplated by and in accordance with the Precedent Agreement ("Service Agreement");

WHEREAS, significant capital expenditures will be expended to develop and construct the Project; and

WHEREAS, Transporter desires for Shipper to commit to provide Transporter with assurance of Shipper's performance of its financial obligations relating to or arising under the Service Agreement in consideration of Transporter's willingness to pursue the Project in accordance with the terms of the Precedent Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, Transporter and Shipper hereby agree as follows:

1. **Financial Information.** Shipper will furnish financial information requested by Transporter and Transporter will conduct a credit evaluation of Shipper's creditworthiness. Further, for the duration of this Agreement, the Precedent Agreement and any Service Agreement entered into pursuant to the Precedent Agreement, Shipper shall deliver to Transporter within one hundred twenty (120) days after the close of each fiscal year Shipper's audited financial statements that reflect the operations of Shipper for the most recent fiscal year, including, without limitation, a balance sheet, income statement, and statement of cash flows, with supporting schedules, all on a consolidated and consolidating basis and in reasonable detail; provided, if such financial statements are posted on the website of Shipper or Shipper's parent company or are otherwise publicly available on the website of the Securities Exchange Commission or a successor agency, then Shipper shall have no obligation to deliver such financial statements to Transporter.

2. **Definitions.**

a. "Creditworthy" shall mean that the shipper (i) has a Credit Rating (as defined below) of BBB- or better from Standard & Poor's Global Ratings ("S&P") or its successor, and Baa3 or better from Moody's Investor Services, Inc. ("Moody's") and (ii) is not under review by either S&P or Moody's for possible downgrade below the levels of BBB- and Baa3, respectively. If Shipper is rated by more than one rating agency and the existing Credit Ratings are split, then the lower Credit Rating from the rating agencies mentioned above shall be utilized.

b. "Credit Rating" shall mean a party's issuer or senior unsecured debt rating as assigned by S&P and Moody's. In the event Shipper is rated by only one of either S&P or Moody's, the Credit Rating from that rating agency will be determinative for purposes of this Agreement. In the event either S&P or Moody's discontinues its rating services such that only one of the aforementioned rating agencies exist, Transporter and Shipper agree to discuss possible alternative agencies that rate senior unsecured debt.

c. "Guarantor" shall mean a party that guarantees Shipper's obligations under the Precedent Agreement and the Service Agreement and that (i) has provided an irrevocable, unconditional guaranty as described in Section 4 and (ii) is not under review by either S&P or Moody's for possible downgrade below the level of BBB- and Baa3, respectively.

3. **Maintenance of Creditworthiness.** Shipper agrees that it shall maintain its Creditworthy status all times during the term of this Agreement and shall inform Transporter immediately of any changes in its Credit Rating (including being under review by S&P or Moody's for possible downgrade) or financial condition. Without limitation of the foregoing, Shipper shall, upon written request, affirmatively demonstrate to Transporter Shipper's compliance with the creditworthiness requirements set forth herein. Notwithstanding the foregoing, if at any time and from time-to-time Shipper is not Creditworthy, Shipper may be deemed creditworthy by Transporter if Transporter determines that the financial position of Shipper is acceptable.

4. **Credit Assurance.** Notwithstanding the financial information reporting requirements outlined in Section 1, the Parties acknowledge that Shipper's (and Guarantor's if applicable) credit quality may change over time, and Transporter shall have the right to obtain updated or additional financial information from Shipper and Guarantor, as applicable, at any time to assess its current creditworthiness. If at any time during the period extending from the Effective Date of the Precedent Agreement through the end of the primary term of the Service Agreement, Shipper (or Guarantor, if applicable), fails to demonstrate its creditworthiness to Transporter in accordance with this Credit Agreement or if Shipper (or Guarantor, if applicable) loses its Creditworthy status, then Shipper shall provide and maintain credit assurance, in form and substance reasonably acceptable to Transporter in accordance with this Credit Agreement, and in a dollar amount equal to the number of months of Reservation Charges under the Service Agreement as provided in Table 1 below. If Shipper fails to provide Transporter with the required credit assurance set forth in Table 1 below within ten (10) business days after Transporter's written request therefor, then Transporter may, without waiving any rights or remedies it may have, exercise applicable termination rights under the Precedent Agreement or suspend service until Shipper's compliance is obtained and if compliance is not obtained within a 10-day period then Transporter shall no longer be obligated to continue to provide service to Shipper. Transporter agrees that any of the following may be proposed by Shipper as an alternate form of credit

assurance in an amount not to exceed the "Amount of Credit Assurance" set forth in Table 1, subject to such form of credit assurance being fully satisfactory in form and substance by Transporter:

(i) an irrevocable standby letter of credit (the "Letter of Credit") for the benefit of Transporter, in form and substance satisfactory to Transporter, in its reasonable discretion, in a dollar amount not to exceed the applicable Amount of Credit Assurance in Table 1 below;

a. The issuer (the "Issuer") of the Letter of Credit shall have and maintain $10 billion in assets and a senior unsecured bond rating (unenhanced by third-party support) equivalent to A- or better as determined by all rating agencies that have provided such a rating, and if ratings from either S&P and Moody's are not available, equivalent ratings from alternate rating sources reasonably acceptable to Transporter. If such rating is equivalent to A-, the Issuer must not be on credit watch or have a negative outlook by any rating agency;

(ii) other mutually agreeable forms and value of credit assurances to secure payment for an amount not to exceed a maximum of the number of months of Reservation Charges under the Service Agreement as provided in Table 1 below.

Table 1

Shipper's or Guarantor's S&P Credit Rating *	**Shipper's or Guarantor's Moody's Credit Rating ***	**Deadline For Shipper To Provide Credit Assurance**	**Form of Credit Assurance**	**Amount of Credit Assurance**
BBB- or better	Baa3 or better	Effective Date of Precedent Agreement	Guaranty, as applicable	3 months of Reservation Charges under the Service Agreement
		Date of Issuance of FERC Certificate for Project	Guaranty, as applicable	9 months of Reservation Charges under the Service Agreement
		Service Commencement Date under Precedent Agreement	Guaranty, as applicable	9 months of Reservation Charges under the Service Agreement

BB+ or below	Ba1 or below	Effective Date of Precedent Agreement	As agreed	3 months of Reservation Charges under the Service Agreement
		Date of Issuance of FERC Certificate for Project	As agreed	12 months of Reservation Charges under the Service Agreement
		Service Commencement Date under Precedent Agreement	As agreed	12 months of Reservation Charges under the Service Agreement

* In the event Guarantor's Credit Rating from S&P and Moody's is not equivalent, on a relative scale, then the lower Credit Rating shall apply.

5. To the extent not inconsistent with any other provision herein, each Party reserves all of its rights pursuant to Transporter's FERC Gas Tariff, pursuant to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction (including the Federal Energy Regulatory Commission), and pursuant to other contractual arrangements with the other, and pursuant to any other applicable legal or equitable rights. In the event of a conflict or ambiguity as between this Credit Agreement and the creditworthiness provisions of Transporter's FERC Gas Tariff, the provisions of this Credit Agreement shall prevail unless such provisions are in conflict with then governing FERC regulations or policies.

6. This Agreement does not, and is not intended to, create a third-party beneficiary relationship between or among Transporter, Shipper, and any third party.

7. THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF NEW YORK, EXCEPT THAT ANY CONFLICT OF LAWS RULES OF THE STATE OF NEW YORK THAT WOULD REQUIRE REFERENCE TO THE LAWS OF SOME OTHER STATE OR JURISDICTION SHALL BE DISREGARDED.

8. This Agreement shall become effective as of the date first set forth above; provided, notwithstanding any other provision of this Agreement, any required credit assurance must be received by Transporter on or prior to the date set forth in Table 1. This Agreement may be terminated by either Party upon the later of (a) the date the Precedent Agreement is lawfully terminated and full payment of all outstanding balances and charges has been made by Shipper,

and (b) the latest date on which any Service Agreement entered pursuant to the Precedent Agreement is lawfully terminated and full payment of all outstanding balances and charges has been made by Shipper. As provided in the Precedent Agreement, in the event that all or a portion of the Precedent Agreement or the Service Agreement is permanently and entirely assigned to a third party, this Credit Agreement shall also be assigned to the third party and this Agreement shall terminate on the date that any and all such portions of the permanently assigned Service Agreement or the Precedent Agreement, as the case may be, are lawfully terminated and full payment of all outstanding balances and charges for transportation service rendered prior to the effective date of such assignment has been made by Shipper to Transporter.

9. Any entity that shall succeed by purchase, merger, consolidation, or other transfer to the properties of either Transporter or Shipper, substantially or in entirety, shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement. Other than as set forth in the preceding sentence, no assignment of this Agreement or of any of the rights or obligations hereunder shall be made, unless there first shall have been obtained the written consent thereto of the other Party to this Agreement, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, either Party shall have the right, without obtaining the other Party's consent, to pledge or assign its rights under this Agreement or the Precedent Agreement as collateral security for its indebtedness. In addition, this Agreement is assignable in whole or in part by Transporter without the prior consent of the Shipper to any current or future entity affiliated with Transporter or any of its owners or any joint venture or other entity formed for purposes of owning and/or operating the Project.

10. 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 merged into and superseded by this Agreement.

11. 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

MOUNTAIN VALLEY PIPELINE, LLC **By and through its operator, EQM Gathering Opco, LLC**	**PUBLIC SERVICE COMPANY OF NORTH CAROLINA, INC.**
By: ________________________ Name: Title: Date:	By: ________________________ Name: Title: Date:

EXHIBIT 3

FUEL AND LOST AND UNACCOUNTED FOR GAS

[redacted]

[redacted]

EXHIBIT 4

REQUIRED PROJECT APPROVALS

[redacted]

EXHIBIT 5

FORM OF TRANSPORTATION SERVICE AGREEMENT

[*PROVIDED UNDER SEPARATE COVER*]

MOUNTAIN VALLEY PIPELINE, LLC
TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO FIRM TRANSPORTATION
SERVICE UNDER RATE SCHEDULE FTS
Contract No.______
Dated:

(1) This Agreement is entered into by and between Mountain Valley Pipeline, LLC ("MVP") and Public Service Company of North Carolina, Inc. ("Customer").

(2) Agreement (CHECK ONE)

_X__ This is a new Agreement.
___ This Agreement supersedes, terminates, and cancels Contract No. _____, dated _____________. The superseded contract is no longer in effect.

(3) 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 the MVP 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 MVP's Tariff, the language of the Tariff will control.

(4) MVP 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 MVP's Tariff, including both the level and design of rates, charges, Retainage Factors and services, and the General Terms and Conditions.

(5) Customer's Maximum Daily Quantity ("MDQ") of natural gas transported under this Agreement shall be the MDQ stated in Exhibit A to this Agreement.

(6) The effective date, term and associated notice and renewal provisions of this Agreement are stated in Exhibit A to this Agreement.

(7) The Receipt and Delivery Points are stated in Exhibit A to this Agreement.

(8) Customer shall pay MVP the maximum applicable rate (including all other applicable charges and Retainage Factors authorized pursuant to Rate Schedule FTS and the Tariff) for services rendered under this Agreement, unless Customer and MVP execute Optional Exhibit B (Discounted Rate Agreement) and/or Optional Exhibit C (Negotiated Rate Agreement).

(9) Exhibits are incorporated by reference into this Agreement upon their execution. Customer and MVP 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.

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

CUSTOMER:	**MOUNTAIN VALLEY PIPELINE, LLC: By and through its operator, EQM Gathering Opco, LLC**
By ______________________________ (Date)	By ______________________________ (Date)
Title ____________________________	Title ____________________________

EXHIBIT A
to the
TRANSPORTATION SERVICE AGREEMENT
between MOUNTAIN VALLEY PIPELINE, LLC
and
Public Service Company of North Carolina, Inc.
pursuant to Rate Schedule FTS
Contract No. _______ Dated: ________

Date of this Exhibit A: _________
Effective Date of this Exhibit A: See Section 4 Below.
Supersedes Exhibit A Dated: _________.

(1) Notices and Correspondence shall be sent to:

Mountain Valley Pipeline, LLC

2200 Energy Drive
Canonsburg, PA 15317
Attn: Transportation Services Dept.
Phone: (412) 395-3230
E-mail Address: TransportationServices@eqt.com

Public Service Company of North Carolina, Inc.

Address:

220 Operation Way MC E31
Cayce, SC 29033-3701

Representative:
Phone:
Facsimile:
E-mail Address: gassupply3@scana.com
DUNS:
Federal Tax I.D. No.:
Other contact information if applicable:

(2) Maximum Daily Quantity ("MDQ"): 125,000 Dth Effective Date: See Section 4 Below

[redacted]

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)

____ month to month (subject to termination by either party upon ___ days written notice prior to contract expiration)

_X___ other (described in section 6 below)

* In accordance with Section 6.21 of the General Terms and Conditions, a right of first refusal may apply; any contractual right of first refusal will be set forth in Section (5) of this Exhibit A.

(5) Other Special Provisions:

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

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

CUSTOMER:

By ______________________________
(Date)

MOUNTAIN VALLEY PIPELINE, LLC:
By and through its operator, EQM Gathering Opco, LLC

By ______________________________
(Date)

Title ______________________________ Title ______________________________

OPTIONAL EXHIBIT C
to the
TRANSPORTATION SERVICE AGREEMENT
between MOUNTAIN VALLEY PIPELINE, LLC
and
Public Service Company of North Carolina, Inc.
pursuant to Rate Schedule FTS
Contract No. _______ Dated: _________

Date of this Optional Exhibit C: ______
Effective Date of this Optional Exhibit C: See Section 3 Below
Supersedes Optional Exhibit C Dated: _________

Negotiated Rate Agreement

[redacted]

[redacted]

[redacted]

(2) Customer acknowledges that it is electing Negotiated Rates as an alternative to the rates and charges set forth in the Statement of Rates of MVP's Tariff applicable to Rate Schedule FTS, as revised from time to time.

[redacted]

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

CUSTOMER:	**MOUNTAIN VALLEY PIPELINE, LLC: By and through its operator, EQM Gathering Opco, LLC**
By ______________________________ (Date)	By ______________________________ (Date)
Title ______________________________	Title ______________________________

VIRGINIA POWER SERVICES ENERGY CORP., INC.

CONFIDENTIAL

PRECEDENT AGREEMENT

This Precedent Agreement ("Precedent Agreement") is made effective at 12:01 a.m. this 16th day of October, 2025 ("Effective Date"), by and between Mountain Valley Pipeline, LLC ("Transporter") and Virginia Power Services Energy Corp., Inc. ("Shipper"). Transporter and Shipper are also referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Transporter is a provider of interstate natural gas transmission services; and

WHEREAS, Transporter is proposing to develop and construct an expansion of its existing transmission pipeline facilities (the "Project"), which is proposed to include additional compression ("Project Facilities") to provide an additional approximately 600,000 dekatherms ("Dth") per day ("Dth/day") of planned, firm natural gas pipeline capacity on the existing Mountain Valley Pipeline (the "Mainline System"); and

WHEREAS, the Project will be subject to the jurisdiction of the Federal Energy Regulatory Commission ("FERC"), and Transporter will file for the necessary approvals for the construction and operation of the Project to provide firm transportation services on the Project Facilities; and

WHEREAS, Shipper and Transporter are entering into this Precedent Agreement to govern Shipper's and Transporter's rights and obligations with respect to the matters set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and intending to be legally bound by the terms herein, Transporter and Shipper agree as follows:

1. **Project Facilities.** Transporter agrees, subject to the terms and conditions of this Precedent Agreement, to use commercially reasonable efforts to proceed with the development of the Project and to thereby create new firm transportation capacity in a manner that is consistent with the terms and conditions of this Precedent Agreement and the Service Agreement (as defined in Section 3(c)) as further described herein.

   a. The Project is expected to provide, in aggregate, approximately six hundred thousand (600,000) Dth/day of new firm transportation capacity (such new capacity to be referred to as the "Project Capacity").

   b. The receipt and delivery points available to Shipper from the Project are set forth on Exhibit 1 hereto. The Project includes the full scope and costs of constructing and placing into service new facilities to allow firm transportation service using the Project Capacity to the listed delivery point[s] in Exhibit 1 ("Delivery Points").

   c. In accordance with the provisions of Section 6, Transporter will be responsible for the acquisition, design, construction, installation, land rights, permitting and financing of the Project Facilities that may be necessary for Transporter to provide the firm transportation services on the Project Capacity as specified in this Precedent Agreement.

d. Except as may otherwise be provided for herein, Shipper shall be responsible for making all arrangements with, and/or acquiring any services from, upstream and downstream pipelines that may be necessary for Shipper to utilize the Project Capacity and, unless otherwise provided herein, Shipper's failure to have in place adequate upstream or downstream facilities or arrangements shall not relieve Shipper of its obligations under this Precedent Agreement, the Credit Agreement (as defined in Section 7(a)) or the Service Agreement, each as defined elsewhere herein, as applicable.

2. **Open Season and Approvals.**

a. Transporter conducted a non-binding open season for the Project Capacity in accordance with all applicable FERC rules and regulations. Transporter's Open Season notice provided that a shipper who commits to at least 125,000 Dth/day of firm capacity for a minimum initial contract term of 20 years and primary delivery point of MVP Southgate or other delivery points as evaluated by Mountain Valley shall be an Anchor Shipper, a status which provides certain benefits.

b. In consideration of Shipper's commitment hereunder to the Maximum Daily Quantity ("MDQ") requested, which is essential to the competitive and economic viability of the Project, Shipper shall be an Anchor Shipper under the Project. Shipper's status as an Anchor Shipper will mean that Shipper's MDQ shall not be subject to reduction or allocation in any way including, but not limited to, being reduced or allocated to any other Project shippers through capacity awards in any subsequent open season for the Project Capacity or in the event Transporter amends the Project to reduce or increase the scope, size or capacity, or to change Project Facilities.

c. Transporter shall proceed to use commercially reasonable efforts to seek the regulatory approvals as may be necessary to construct and operate the Project Facilities so as to provide firm transportation service to Shipper consistent with the terms and conditions of this Precedent Agreement and the Service Agreement, including the necessary authorizations from the FERC under the Natural Gas Act ("NGA") for the Project ("FERC Authorizations") and all other authorizations (including any authorizations or permits that may be required from other federal or state or local agencies) that may be necessary for Transporter to proceed with construction and operation of the Project Facilities (such other authorizations are referred to herein singularly as "Other Governmental Authorization" and collectively as the "Other Governmental Authorizations"). The FERC Authorizations, Other Governmental Authorizations, and FERC's issuance of the notice to proceed with construction of the Project ("FERC Notice to Proceed") shall be referred to collectively as the "Required Project Approvals" and shall be listed in Exhibit 4. Transporter shall provide written notice to Shipper as promptly as practicable in the event any authorization or permit necessary for the construction or operation of the Project is imposed (i.e., a new Other Governmental Authorization is created), eliminated or modified by a federal, state, or local agency after execution of this Precedent Agreement, and Exhibit 4 hereto shall be automatically amended to include or remove, as applicable, such authorization or permit or its applicable modification.

d. [redacted]

e. [redacted]

f. [redacted]

3. **Level of Service, Term, and Rates for Service.**

a. As of the Service Commencement Date (as hereinafter defined), Transporter commits to provide, and Shipper commits to receive from and pay Transporter for, firm transportation service capacity in the quantity selected by Shipper as set forth in the capacity subscription table below.

Capacity Subscription Table:

Rate Schedule FTS Service Agreement Anticipated Service Date	**Maximum Daily Quantity (MDQ) (Dth/Day)**	**MDQ Term**
June 28, 2028	200,000 Dth/Day	20 years

b. [redacted]

c. Within thirty (30) days following the date of the FERC Order, Transporter shall tender to Shipper, and Shipper agrees to execute and deliver, the "Transportation Service Agreement applicable to Firm Transportation Service under Rate Schedule FTS" ("Service Agreement") in the form attached hereto as Exhibit 5 as approved by FERC at the time of such execution, with only such modifications as necessary to reflect the rates, terms and conditions of service set forth in this Precedent Agreement.

i. The Service Agreement shall become effective on the Service Commencement Date as set forth in Section 3(b) above.

ii. The "Primary Term" of the Service Agreement shall be twenty (20) years beginning upon the Service Commencement Date.

iii. [redacted]

[redacted]

[redacted]

d. [redacted]

e. [redacted]

4. **Transporter's Conditions Precedent.**

a. Transporter's obligations under the Service Agreement are subject in all respects to the satisfaction of the conditions precedent set forth in this Section 4. For the Project, Transporter shall have the sole right to determine whether the following conditions precedent have been satisfied and/or whether to waive any such conditions:

i. [redacted]

b. If any of the conditions precedent set forth in Section 4(a) are not satisfied or waived by the date set forth therein, Transporter shall have the right to provide written notice to Shipper of its intention to terminate this Precedent Agreement, the Service Agreement, and the Credit Agreement, as applicable; provided however, that, with respect to each such condition precedent, unless the right to terminate is exercised by written notice provided within thirty (30) days of the date on which such right to terminate for failure of such condition precedent first becomes effective, any such right to terminate shall be deemed to have been waived. Such notice shall designate each condition precedent giving rise to the right to provide such notice of termination. Unless all such condition(s) are satisfied within thirty (30) days after the receipt of such notice from Transporter or the Parties mutually agree otherwise in writing, this Precedent Agreement, the Service Agreement and the Credit Agreement shall terminate effective upon the expiration of said thirty (30)-day period, and neither Party shall have any liability to the other Party, nor shall any Party be responsible to the other Party for payment of damages or costs associated with the termination, in each case, due to the failure of a condition precedent unless the failure to satisfy such condition is the result of a willful and material uncured breach of this Precedent Agreement, the Service Agreement or the Credit Agreement by a Party. Transporter shall use commercially reasonable efforts to satisfy the conditions precedent applicable to its own actions set forth in Section 4(a) by the deadlines set forth therein.

c. Transporter shall not be liable in any manner to Shipper due to Transporter's failure to complete the construction of the Project within the timeframe contemplated herein, provided Transporter has met its obligations in the Precedent Agreement to use commercially reasonable efforts to obtain the Required Project Approvals and to construct the Project Facilities in accordance with the terms and conditions of this Precedent Agreement and the Service Agreement and meet its conditions precedent, respectively; provided, however, nothing in this Section 4(c) shall affect Shipper's ability to terminate this Precedent Agreement, the Credit Agreement or the Service Agreement, if applicable, if the Project does not achieve Commercial Operations as provided in Section 8(f).

5. **Shipper's Conditions Precedent.**

a. Shipper's obligations under the Service Agreement are subject in all respects to the satisfaction of the conditions precedent set forth in this Section 5. Shipper shall have the sole right to determine whether the following conditions precedent has been satisfied and/or whether to waive such conditions:

i. [redacted]

b. If any of the conditions precedent set forth in Section 5(a) are not satisfied or waived by the date set forth therein, Shipper shall have the right to provide written notice to Transporter of its intention to terminate this Precedent Agreement, the Service Agreement, and the Credit Agreement, as applicable; provided however, that, with respect to each such condition precedent, unless the right to terminate is exercised by written notice provided within thirty (30) days of the date on which such right to terminate for failure of such condition precedent first becomes effective, any such right to terminate shall be deemed to have been waived. Such notice shall designate each condition precedent giving rise to the right to provide such notice of termination. Unless all such conditions are satisfied within thirty (30) days after the receipt of such notice from Shipper or the Parties mutually agree otherwise in writing, this Precedent Agreement, the Service Agreement and the Credit Agreement shall terminate effective upon the expiration of said thirty (30)-day period, and neither Party shall have liability to the other Party, nor shall any Party be responsible to the other Party for payment of damages or costs associated with the termination, in each case, due to the failure of a condition precedent unless the failure to satisfy such condition is the result of a willful and material uncured breach of this Precedent Agreement, the Service Agreement or the Credit Agreement by a Party.

6. **Transporter's Obligations.**

a. In addition to Transporter's obligations provided elsewhere in this Precedent Agreement, including but not limited to those obligations in Section 2, above, upon the Effective Date:

i. [redacted]

[redacted] [redacted]

b. [redacted]

[redacted]

7. **Shipper's Obligations.** In addition to Shipper's obligations provided elsewhere in this Precedent Agreement:

a. Upon the Effective Date, Shipper shall execute the credit agreement attached hereto as Exhibit 2 (the "Credit Agreement") contemporaneously with the execution of this Precedent Agreement and shall meet Transporter's creditworthiness requirements as set forth in the Credit Agreement and on a continuous basis commencing on the effective date of the Credit Agreement and continuing through the term of the Service Agreement;

b. On the Service Commencement Date, Transporter shall provide the services under the Service Agreement and Shipper shall pay the applicable charges as set forth in the Service Agreement;

c. As promptly as practicable following the Effective Date, if applicable, Shipper agrees to apply for, and will seek with commercially reasonable efforts to obtain, any regulatory authorizations it deems necessary for it to utilize the Project for the service described herein, including with respect to Shipper facilities upstream or downstream of the Project; and

d. [redacted]

8. **Termination.**

a. [redacted]

b. Unless terminated sooner pursuant to the terms herein, this Precedent Agreement shall terminate upon the Service Commencement Date.

c. [redacted]

[redacted]

d. If Shipper does not satisfy Transporter's creditworthiness requirements by the effective date of the Credit Agreement or at any time thereafter through the term of the Service Agreement, Transporter may terminate this Precedent Agreement, the Service Agreement (if executed) and the Credit Agreement.

e. [redacted]

f. [redacted]

[redacted]

9. **Assignment.** This Precedent Agreement may be assigned by either Party, including a partial assignment by Shipper, without the consent of the other Party, to (a) an Affiliate and (b) an entity which may succeed such Party by purchase, merger, joint venture, or consolidation, and any such successor in interest shall have all the rights and obligations of the assigning Party hereunder; provided, in each of (a) and (b), such assignee shall also be assigned the Credit Agreement and, in the case of Shipper as the assigning Party, must meet the creditworthiness requirements set forth therein. Furthermore, either Party may, as security for its indebtedness, assign, mortgage or pledge any of its rights or obligations under this Precedent Agreement to any other entity, and the other Party will execute any commercially reasonable consent agreement with such entity and provide such commercially reasonable certificates and other documents as the assigning Party may reasonably request in connection with any such assignment; provided, any such consent agreement shall not contain any provisions that are inconsistent with, or that would modify, the other Party's rights or obligations under this Precedent Agreement. Except in accordance with the preceding two sentences in this Section 9, any purported assignment by Shipper of its rights and obligations hereunder shall be void *ab initio* without the prior written consent of Transporter, which consent will not be unreasonably withheld, conditioned, or delayed; provided, that any otherwise permitted assignee meets Transporter's creditworthiness standards set forth in the Credit Agreement by the Service Commencement Date. For purposes of this Precedent Agreement, an "Affiliate" of any Person shall mean any other Person that controls, is controlled by or is under common control with, such Person and includes a series or division of such Person that operates as a functional unit. A "Person" as used in this definition shall mean any individual, company, corporation, partnership, joint venture, association, joint stock company, limited liability company, or unincorporated organization. "Control" as used in this definition means the direct or indirect authority, whether acting alone or in conjunction with others, to direct or cause to direct the management policies of an entity. A voting interest of fifty percent (50%) or more creates a rebuttable presumption of control. Subject to the foregoing, this Precedent Agreement and the Service Agreement is binding upon, inures to the benefit of and is enforceable by the Parties and their respective successors and assigns.

10. **Representations and Warranties.** Each Party represents and warrants to each other as follows:

a. Such Party is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization and is in good standing in each other jurisdiction where the failure to so qualify would have a material adverse effect upon the business or financial condition of such Party.

b. The execution, delivery and performance of this Precedent Agreement by such Party does not and will not require the consent of any trustee or holder of any indebtedness or be subject to or inconsistent with other obligations of such Party under any other agreement.

c. This Precedent Agreement has been duly executed and delivered by such Party. This Precedent Agreement constitutes the legal, valid, binding and enforceable obligation of such Party, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws of general application relating to or affecting creditor's rights generally and by general equitable principles.

d. Except as specified herein, no governmental authorization, approval, order, license, permit, franchise or consent, and no registration, declaration or filing with any governmental authority is required on the part of such Party in connection with the execution and delivery of this Precedent Agreement.

11. **Force Majeure.**

a. In the event that either Party is rendered unable wholly or in part by Force Majeure (as defined below) to carry out its obligations under this Precedent Agreement, the obligations of the affected Party so far as they are affected by such Force Majeure shall be suspended during the continuance of such inability to perform, provided that the affected Party gives proper notice to the other Party, but for no period longer than the continuation of the inability to perform caused by such Force Majeure, and such cause shall be remedied, to the extent possible, with all reasonable dispatch. Proper notice shall be written notice that describes the full particulars of the Force Majeure event, delivered as soon as reasonably practicable after the date on which the affected Party became aware of such event, but in no event later than thirty (30) days thereafter. Neither Party shall be liable in damages to the other Party for any act, omission, or circumstance occasioned by or in consequence of Force Majeure, provided that the affected Party shall use reasonable efforts to remedy any situation that may interfere with the performance of its obligations hereunder; provided the settlement of strikes or other labor disturbances shall be in the affected Party's sole discretion; provided, except as otherwise provided in Sections 4, 5, and 8, an event of Force Majeure shall not extend any deadlines set forth in this Precedent Agreement. The affected Party will provide to the other Party its best estimate of the expected duration of any Force Majeure event and will respond to reasonable inquiries regarding the same.

b. The term "Force Majeure" shall include any act, event or circumstance, or any combination thereof, that is beyond the reasonable control of an affected Party and which event or circumstance, or any combination thereof, has not been caused by or contributed to by the acts or omissions of the affected Party. To the extent the requirements in the preceding sentence are satisfied, the term "Force Majeure" shall include, but shall not be limited to, the following: acts of God, the public enemy, fire, freezes, floods, storms, epidemics, pandemics, accidents, breakdowns of pipeline or equipment, unplanned facility repairs, strikes, and any other industrial, civil, or public disturbance (including, for the avoidance of doubt, unlawful obstruction of, or denial of access to, rights-of-way), the inability to obtain materials, supplies, permits or labor, and any laws, orders, rules, regulations, acts or restraints of any government or governmental body or authority, failure or delay by any governmental body or authority to timely provide requested certificates, permits or approval necessary for completion of projects, weather related disruptions and delays of the necessary activities for completion of projects, civil or military, and any other cause, whether of the kind herein enumerated or otherwise, that is beyond the reasonable control of the affected Party.

12. **Modifications or Waivers.** No modification or waiver of the terms and provisions of this Precedent Agreement shall be or become effective except by the execution by both Parties of a written amendment.

13. **Notices.** Notices under this Precedent Agreement shall be sent to:

Transporter:

Mountain Valley Pipeline, LLC
c/o MVP Holdco, LLC
2200 Energy Drive
Canonsburg, PA 15317
Attention: Michael Fritz, Head of Transmission and Storage Growth
Email: michael.fritz@eqt.com

With a copy to:
Mountain Valley Pipeline, LLC
c/o MVP Holdco, LLC
2200 Energy Drive
Canonsburg, PA 15317
Attention: Jay Alter, Assistant General Counsel
Email: jalter@eqt.com
contracts@eqt.comcontracts@eqt.com

Shipper:

Virginia Power Services Energy Corp., Inc.
600 East Canal Street
Richmond, Virginia 23219
Attention: Daniel F. Carro – Director, Fuel Strategies and Optimization
Email: daniel.f.carro@dominionenergy.com

With a copy to:
Dominion Energy Services, Inc.
120 Tredegar Street
Richmond, VA 23219
Attention: Arminda Spencer – Assistant General Counsel
Email: arminda.spencer@dominionenergy.com

Any notice, request, instruction, correspondence or other document to be given hereunder by either Party shall be in writing and delivered personally or mailed by certified mail, postage prepaid and return receipt requested, by express courier, or by electronic communication. Notice given by personal delivery, certified mail, or express courier shall be effective upon actual receipt. In the absence of proof of the actual receipt date, notice by personal delivery or overnight courier shall be deemed to have been received on the next business day after it as sent or such earlier time as is confirmed by the receiving Party, and notice given by certified mail shall be deemed to have been received five (5) business days after it was sent or such earlier time as is confirmed by the receiving Party. Notice given by electronic communication shall be effective upon actual receipt if received during the recipient's normal business hours or at the beginning of recipient's next business day if received after recipient's normal business hours. All notices by electronic communication shall promptly be confirmed in writing by certified mail or express courier. Any Party may change any address to which notice is to be given to it by providing written notice as provided above of such change in address.

14. **Confidentiality and Disclosures.**

a. [redacted]

[redacted]

b. [redacted]

c. The Confidential Information shall remain the property of the Disclosing Party, and upon written request from the Disclosing Party to the Receiving Party, all written Confidential Information (including all copies thereof) then in the possession of the Receiving Party or its Representatives, except for that portion of the Confidential Information that may be found in analyses, compilations, studies or other documents prepared by or for the Receiving Party in connection with the Project, shall immediately be destroyed. No copies of such written Confidential Information including any transcripts, notes or other recordation of oral information, derived from the Confidential Information, whether recorded on paper or electronic medium of any form, shall be retained by the Receiving Party or its Representatives except to the extent that the Receiving Party is required by (i) applicable law or (ii) its customary or written recordkeeping policies to retain any materials based on or otherwise incorporating all or any portion of the Confidential Information, in which case the Receiving Party will keep and maintain such materials subject to the terms and conditions of this Section 14. At Disclosing Party's written request, the

Receiving Party must provide the Disclosing Party with written certification following the destruction of any Confidential Information by the Receiving Party.

d. [redacted]

e. It is understood and agreed that neither the execution of this Precedent Agreement nor disclosure of any Confidential Information by a Disclosing Party to a Receiving Party shall be construed as granting to the Receiving Party or any of its Representatives any license or rights in respect of any part of the Confidential Information disclosed to it, including any trade secrets included in such Confidential Information.

15. **Survival.** The Credit Agreement will be incorporated into the Service Agreement to be executed pursuant to this Precedent Agreement and the Credit Agreement and the provisions of Sections 8(f), 10, 14, 15, 16, and 18 of this Precedent Agreement will survive the termination of this Precedent Agreement, and the Credit Agreement will remain in effect during the term of the Service Agreement.

16. **Limitations on Damages.** THE PARTIES HERETO AGREE THAT NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY PUNITIVE, SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR BUSINESS INTERRUPTIONS) ARISING OUT OF OR IN ANY MANNER RELATED TO THIS PRECEDENT AGREEMENT, AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF OR THE SOLE, CONCURRENT OR CONTRIBUTORY NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT OF EITHER PARTY.

17. **Severability.** If any provision of this Precedent Agreement is held to be invalid, illegal, or unenforceable, then: (a) the validity, legality, and enforceability of the remaining provisions will not, in any way, be affected or impaired thereby; (b) in lieu of such invalid, illegal, or unenforceable provision, there will be automatically added to this Precedent Agreement a provision as similar to such invalid, illegal, or unenforceable provision as may be possible and be legal, valid, and enforceable; and (c) upon request by either Party, the Parties will promptly enter into a written amendment to this Precedent Agreement, in form reasonably acceptable to the Parties, implementing the addition of such substituted provision.

18. **Miscellaneous.**

a. All recitals and exhibits attached hereto are incorporated into this Precedent Agreement by reference and shall be deemed part of this Precedent Agreement as though they were in the main body of this Precedent Agreement.

b. This Precedent Agreement shall not create any rights in third parties, and no provision of this Precedent Agreement shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than Transporter or Shipper, or their successors or permitted assignees.

c. No waiver of either Party of any default by the other Party in the performance of any provision, condition or requirement herein shall be deemed a waiver of, or in any manner release the other Party from, future performance of any other provision, condition or requirement herein, nor shall such waiver be deemed to be a waiver of, or in any manner release the other Party from, future performance of the same provision, condition or requirement. Any delay or omission of either Party to exercise any right hereunder shall not impair the exercise of any such right, or any like right, accruing to it thereafter.

d. This Precedent Agreement must be executed and delivered by both Parties to create a binding contractual commitment.

e. This Precedent Agreement, and all the terms and provisions contained herein, and the respective obligations of the Parties hereunder, are subject to all valid laws, orders, rules and regulations of duly constituted governmental authorities having jurisdiction.

f. This Precedent Agreement, including the exhibits attached hereto, constitutes the sole and entire agreement of Transporter and Shipper with respect to the subject matter hereof, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

g. The construction, interpretation, and enforcement of this Precedent Agreement shall be governed by the laws of the State of New York, excluding any conflict of law rules, which would refer any matter to the laws of a jurisdiction other than the State of New York.

h. EACH PARTY (ON ITS OWN BEHALF AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ON BEHALF OF ITS AFFILIATES) HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY RIGHT TO A JURY TRIAL FOR ANY DISPUTE, CONTROVERSIES, OR CLAIMS (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) ARISING HEREUNDER OR RELATED HERETO.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Precedent Agreement to be duly executed in several counterparts by their proper officers as of the date indicated in the signature block.

MOUNTAIN VALLEY PIPELINE, LLC by and through its operator, EQM Gathering Opco, LLC

DocuSigned by:

By: Albert Girgis

Name: Albert Girgis

Title: Vice President, Operations

Date: 10/16/2025 | 6:15 PM EDT

Initial: MF

DS: JA

VIRGINIA POWER SERVICES ENERGY CORP., INC.

By: Gregory A. Workman

Gregory A. Workman

Authorized Representative

DFC

EXHIBIT 1

RECEIPT AND DELIVERY POINTS

[redacted]

EXHIBIT 2

CREDIT AGREEMENT

This Credit Agreement (this "Agreement") is made and entered into effective this 16th day of October 2025, by and between Mountain Valley Pipeline, LLC ("Transporter") and Virginia Power Services Energy Corp., Inc. ("Shipper"). Each of Transporter and Shipper are sometimes referred to herein individually as "Party" or collectively as "Parties."

WHEREAS, Transporter is proposing to develop and construct an expansion of its existing transmission pipeline facilities (the "Project"), which is proposed to include additional compression ("Project Facilities") to provide an additional approximately 600,000 dekatherms ("Dth") per day ("Dth/day") of planned, firm natural gas pipeline capacity on the existing Mountain Valley Pipeline (the "Mainline System"); and

WHEREAS, Transporter and Shipper entered into a Precedent Agreement, dated on or about even date herewith, for an aggregate capacity of 200,000 Dth/day of firm transportation capacity on the Project ("Precedent Agreement");

WHEREAS, Transporter and Shipper have or will execute a Service Agreement as contemplated by and in accordance with the Precedent Agreement ("Service Agreement");

WHEREAS, significant capital expenditures will be expended to develop and construct the Project; and

WHEREAS, Transporter desires for Shipper to commit to provide Transporter with assurance of Shipper's performance of its financial obligations relating to or arising under the Service Agreement in consideration of Transporter's willingness to pursue the Project in accordance with the terms of the Precedent Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, Transporter and Shipper hereby agree as follows:

1. **Financial Information.** Shipper will furnish financial information requested by Transporter and Transporter will conduct a credit evaluation of Shipper's creditworthiness. Further, for the duration of this Agreement, the Precedent Agreement and any Service Agreement entered into pursuant to the Precedent Agreement, Shipper shall deliver to Transporter within twenty (20) days after Transporter's request for audited financial statements of Shipper or its parent company that reflect the operations of Shipper for the most recent fiscal year, including, without limitation, a balance sheet, income statement, and statement of cash flows, with supporting schedules, all on a consolidated and consolidating basis and in reasonable detail; provided, if such financial statements are posted on the website of Shipper or Shipper's parent company or are otherwise publicly available on the website of the Securities Exchange Commission or a successor agency, then Shipper shall have no obligation to deliver such financial statements to Transporter. In the event that the Shipper has a parental guaranty in effect, the Guarantor (as defined in such parental guaranty) may satisfy this financial information requirement on behalf of the Shipper, provided that the Guarantor meets the creditworthiness criteria set forth in this Agreement. The

Guarantor shall deliver the required financial statements within the same timeframe and under the same conditions as outlined above

2. **Definitions.**

a. "Creditworthy" shall mean that the Shipper or its Guarantor (i) has a Credit Rating (as defined below) of BBB- or better from Standard & Poor's Global Ratings ("S&P") or its successor, and Baa3 or better from Moody's Investor Services, Inc. ("Moody's") and (ii) is not under review by either S&P or Moody's for possible downgrade below the levels of BBB- and Baa3, respectively. If Shipper is rated by more than one rating agency and the existing Credit Ratings are split, then the lower Credit Rating from the rating agencies mentioned above shall be utilized.

b. "Credit Rating" shall mean a party's senior unsecured debt rating as assigned by S&P and Moody's. In the event either S&P or Moody's discontinues its rating services such that only one of the aforementioned rating agencies exist, Transporter and Shipper agree to discuss possible alternative agencies that rate senior unsecured debt.

c. "Guarantor" shall mean a party that guarantees Shipper's obligations under the Precedent Agreement and the Service Agreement and that (i) has provided an irrevocable, unconditional guaranty as described in Section 4 and (ii) is not under review by either S&P or Moody's for possible downgrade below the level of BBB- and Baa3, respectively.

3. **Maintenance of Creditworthiness.** Shipper agrees that it shall maintain its Creditworthy status all times during the term of this Agreement and shall inform Transporter immediately of any changes in its Credit Rating (including being under review by S&P or Moody's for possible downgrade) or financial condition. Without limitation of the foregoing, Shipper shall, upon written request, affirmatively demonstrate to Transporter Shipper's compliance with the creditworthiness requirements set forth herein. Notwithstanding the foregoing, if at any time and from time-to-time Shipper is not Creditworthy, Shipper may be deemed creditworthy by Transporter if Transporter determines that the financial position of Shipper is acceptable.

4. **Credit Assurance.** Notwithstanding the financial information reporting requirements outlined in Section 1, the Parties acknowledge that Shipper's (and Guarantor's if applicable) credit quality may change over time, and Transporter shall have the right to obtain updated or additional financial information from Shipper and Guarantor, as applicable, at any time to assess its current creditworthiness. If at any time during the period extending from the Effective Date of the Precedent Agreement through the end of the primary term of the Service Agreement, Shipper (or Guarantor, if applicable), fails to demonstrate its creditworthiness to Transporter in accordance with this Credit Agreement or if Shipper (or Guarantor, if applicable) loses its Creditworthy status, then Shipper shall provide and maintain credit assurance, in form and substance reasonably acceptable to Transporter in accordance with this Credit Agreement, and in a dollar amount equal to the number of months of Reservation Charges under the Service Agreement as provided in Table 1 below, provided at no time shall the amount of Credit Assurance exceed Shipper's proportionate share of the Project Cost. If Shipper fails to provide Transporter with the required credit assurance set forth in Table 1 below within ten (10) business days after Transporter's written request therefor, then Transporter may, without waiving any rights or

remedies it may have, exercise applicable termination rights under the Precedent Agreement or suspend service until Shipper's compliance is obtained and if compliance is not obtained within a 10-day period then Transporter shall no longer be obligated to continue to provide service to Shipper. Transporter agrees that any of the following may be proposed by Shipper as an alternate form of credit assurance in an amount at least equal to the "Amount of Credit Assurance" set forth in Table 1, subject to such form of credit assurance being fully satisfactory in form and substance by Transporter:

(i) an irrevocable standby letter of credit (the "Letter of Credit") for the benefit of Transporter, in form and substance satisfactory to Transporter, in its reasonable discretion, in a dollar amount equal to the applicable Amount of Credit Assurance in Table 1 below;

a. The issuer (the "Issuer") of the Letter of Credit shall have and maintain $10 billion in assets and a senior unsecured bond rating (unenhanced by third-party support) equivalent to A- or better as determined by all rating agencies that have provided such a rating, and if ratings from either S&P and Moody's are not available, equivalent ratings from alternate rating sources reasonably acceptable to Transporter. If such rating is equivalent to A-, the Issuer must not be on credit watch or have a negative outlook by any rating agency;

(ii) a prepayment, in an amount equal to the applicable Amount of Credit Assurance in Table 1 below in advance for service on Transporter's System;

a. If such prepayment is provided during the effective period of the Precedent Agreement, Transporter will hold the prepayment until the Service Commencement Date under the Precedent Agreement and thereafter require monthly prepayments within ten (10) business days after Transporter's written request;

(iii) a grant to Transporter of a security interest in collateral, the value of which is mutually agreed upon by Transporter and Shipper, to secure a dollar amount equal to the applicable Amount of Credit Assurance in Table 1 below;

(iv) a guaranty by an entity that is a U.S. incorporated or organized entity that owns all of the equity of Shipper, which entity is Creditworthy, for an amount not to exceed a maximum of the number of months of Reservation Charges under the Service Agreement as provided in Table 1 below; and

(v) other mutually agreeable forms and value of credit assurances to secure payment for an amount not to exceed a maximum of the number of months of Reservation Charges under the Service Agreement as provided in Table 1 below.

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Table 1

Shipper's or Guarantor's S&P Credit Rating *	**Shipper's or Guarantor's Moody's Credit Rating ***	**Deadline For Shipper To Provide Credit Assurance**	**Form of Credit Assurance**	**Amount of Credit Assurance**
BBB- or better	Baa3 or better	Effective Date of Precedent Agreement	Guaranty, as applicable	3 months of Reservation Charges under the Service Agreement
		Date of Issuance of FERC Certificate for Project	Guaranty, as applicable	9 months of Reservation Charges under the Service Agreement
		Service Commencement Date under Precedent Agreement	Guaranty, as applicable	9 months of Reservation Charges under the Service Agreement
BB+ or below	Ba1 or below	Effective Date of Precedent Agreement	As agreed	3 months of Reservation Charges under the Service Agreement
		Date of Issuance of FERC Certificate for Project	As agreed	12 months of Reservation Charges under the Service Agreement
		Service Commencement Date under Precedent Agreement	As agreed	12 months of Reservation Charges under the Service Agreement

* In the event Guarantor's Credit Rating from S&P and Moody's is not equivalent, on a relative scale, then the lower Credit Rating shall apply.

5. To the extent not inconsistent with any other provision herein, each Party reserves all of its rights pursuant to Transporter's FERC Gas Tariff, pursuant to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction (including the Federal Energy Regulatory Commission), and pursuant to other contractual arrangements with the other, and pursuant to any other applicable legal or equitable rights. In the event of a conflict or ambiguity as between this Credit Agreement and the creditworthiness provisions of Transporter's FERC Gas Tariff, the provisions of this Credit Agreement shall prevail unless such provisions are in conflict with then governing FERC regulations or policies.

6. This Agreement does not, and is not intended to, create a third-party beneficiary relationship between or among Transporter, Shipper, and any third party.

7. THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF NEW YORK, EXCEPT THAT ANY CONFLICT OF LAWS RULES OF THE STATE OF NEW YORK THAT WOULD REQUIRE REFERENCE TO THE LAWS OF SOME OTHER STATE OR JURISDICTION SHALL BE DISREGARDED.

8. This Agreement shall become effective as of the date first set forth above; provided, notwithstanding any other provision of this Agreement, any required credit assurance must be received by Transporter on or prior to the date set forth in Table 1. This Agreement may be terminated by either Party upon the later of (a) the date the Precedent Agreement is lawfully terminated and full payment of all outstanding balances and charges has been made by Shipper, and (b) the latest date on which any Service Agreement entered pursuant to the Precedent Agreement is lawfully terminated and full payment of all outstanding balances and charges has been made by Shipper. As provided in the Precedent Agreement, in the event that all or a portion of the Precedent Agreement or the Service Agreement is permanently and entirely assigned to a third party, this Credit Agreement shall also be assigned to the third party and this Agreement shall terminate on the date that any and all such portions of the permanently assigned Service Agreement or the Precedent Agreement, as the case may be, are lawfully terminated and full payment of all outstanding balances and charges for transportation service rendered prior to the effective date of such assignment has been made by Shipper to Transporter.

9. Any entity that shall succeed by purchase, merger, consolidation, or other transfer to the properties of either Transporter or Shipper, substantially or in entirety, shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement. Other than as set forth in the preceding sentence, no assignment of this Agreement or of any of the rights or obligations hereunder shall be made, unless there first shall have been obtained the written consent thereto of the other Party to this Agreement, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, either Party shall have the right, without obtaining the other Party's consent, to pledge or assign its rights under this Agreement or the Precedent Agreement as collateral security for its indebtedness. In addition, this Agreement is assignable in whole or in part by Transporter without the prior consent of the Shipper to any current or future entity affiliated with Transporter or any of its owners or any joint venture or other entity formed for purposes of owning and/or operating the Project.

10. 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 merged into and superseded by this Agreement.

11. 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

MOUNTAIN VALLEY PIPELINE, LLC
by and through its operator, EQM Gathering Opco, LLC

By: ________________________
Name:
Title:
Date:

VIRGINIA POWER SERVICES ENERGY CORP., INC.

By: ________________________
Gregory A. Workman
Authorized Representative

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EXHIBIT 3

FUEL AND LOST AND UNACCOUNTED FOR GAS

[redacted]

EXHIBIT 4

REQUIRED PROJECT APPROVALS

[redacted]

EXHIBIT 5

FORM OF TRANSPORTATION SERVICE AGREEMENT

MOUNTAIN VALLEY PIPELINE, LLC
TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO FIRM TRANSPORTATION
SERVICE UNDER RATE SCHEDULE FTS
Contract No.______
Dated _________

(1) This Agreement is entered into by and between Mountain Valley Pipeline, LLC ("MVP") and Virgina Power Services Energy Corp., Inc. ("Customer").

(2) Agreement (CHECK ONE)

_X_ This is a new Agreement.
___ This Agreement supersedes, terminates, and cancels Contract No. _____, dated _____________. The superseded contract is no longer in effect.

(3) 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 the MVP 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 MVP's Tariff, the language of the Tariff will control.

(4) MVP 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 MVP's Tariff, including both the level and design of rates, charges, Retainage Factors and services, and the General Terms and Conditions.

(5) Customer's Maximum Daily Quantity ("MDQ") of natural gas transported under this Agreement shall be the MDQ stated in Exhibit A to this Agreement.

(6) The effective date, term and associated notice and renewal provisions of this Agreement are stated in Exhibit A to this Agreement.

(7) The Receipt and Delivery Points are stated in Exhibit A to this Agreement.

(8) Customer shall pay MVP the maximum applicable rate (including all other applicable charges and Retainage Factors authorized pursuant to Rate Schedule FTS and the Tariff) for services rendered under this Agreement, unless Customer and MVP execute Optional Exhibit B (Discounted Rate Agreement) and/or Optional Exhibit C (Negotiated Rate Agreement).

(9) Exhibits are incorporated by reference into this Agreement upon their execution. Customer and MVP 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.

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

CUSTOMER:	**MOUNTAIN VALLEY PIPELINE, LLC:** **By and through its operator, EQM Gathering Opco, LLC**
By ________________________________ (Date)	By ________________________________ (Date)
Title ______________________________	Title ______________________________

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EXHIBIT A
to the
TRANSPORTATION SERVICE AGREEMENT
between MOUNTAIN VALLEY PIPELINE, LLC
and
Virginia Power Services Energy Corp., Inc.
pursuant to Rate Schedule FTS
Contract No. _______ Dated ____________

Date of this Exhibit A: _________.
Effective Date of this Exhibit A: _________.
Supersedes Exhibit A Dated: _________.

(1) Notices and Correspondence shall be sent to:

Mountain Valley Pipeline, LLC

2200 Energy Drive
Canonsburg, PA 15317
Attn: Transportation Services Dept.
Phone: (412) 395-3230
E-mail Address: TransportationServices@eqt.com

Virginia Power Services Energy Corp., Inc.

Address:

600 E Canal Street
Richmond, VA 23219

Representative: Director-Fuel Strategies & Optimization
Phone:
Facsimile:
E-mail Address: fuelcontractadmin@dominionenergy.com
DUNS:
Federal Tax I.D. No.:
Other contact information if applicable:

(2) Maximum Daily Quantity ("MDQ"): 200,000 Dth   Effective Date: See Section 4 Below

[redacted]

[redacted]

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)

____ month to month (subject to termination by either party upon ___ days written notice prior to contract expiration)

_X___ other (described in section 6 below)

* In accordance with Section 6.21 of the General Terms and Conditions, a right of first refusal may apply; any contractual right of first refusal will be set forth in Section (5) of this Exhibit A.

(5) Other Special Provisions: [redacted]

(6) [redacted]

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

VIRGINIA POWER SERVICES ENERGY CORP., INC.:

By ___________________________________

Gregory A. Workman

Authorized Representative

Date: _____________

MOUNTAIN VALLEY PIPELINE, LLC:
By and through its operator, EQM Gathering Opco, LLC

By ___________________________________

(Date)

Title __________________________________

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OPTIONAL EXHIBIT C
to the
TRANSPORTATION SERVICE AGREEMENT
between MOUNTAIN VALLEY PIPELINE, LLC
and
Virginia Power Services Energy Corp., Inc.
pursuant to Rate Schedule FTS
Contract No. _______ Dated _____________

Date of this Optional Exhibit C: _________
Effective Date of this Optional Exhibit C: _________
Supersedes Optional Exhibit C Dated: _________

Negotiated Rate Agreement

[redacted]

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[redacted]

(2) Customer acknowledges that it is electing Negotiated Rates as an alternative to the rates and charges set forth in the Statement of Rates of MVP's Tariff applicable to Rate Schedule FTS, as revised from time to time.

[redacted]

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

VIRGINIA POWER SERVICES ENERGY CORP., INC.:

By ____________________________
Gregory A. Workman
Authorized Representative
Date:__________________

MOUNTAIN VALLEY PIPELINE, LLC:
By and through its operator, EQM Gathering Opco, LLC

By ________________________________

(Date)

Title __________________________________