

**MEMORANDUM OF AGREEMENT
FOR HISTORIC RESOURCE MITIGATION OF VIRGINIA RESOURCE IMPACTS
OF MOUNTAIN VALLEY PIPELINE**

THIS MEMORANDUM OF AGREEMENT FOR HISTORIC RESOURCE MITIGATION OF VIRGINIA RESOURCE IMPACTS OF MOUNTAIN VALLEY PIPELINE (this “Agreement”) is entered as of this 22nd day of December, 2017, by and between the Commonwealth of Virginia (the “Commonwealth”) and Mountain Valley Pipeline, LLC (“MVP”) (each a “Party” and jointly the “Parties”).

RECITALS

A. Description of the Project. MVP is a joint venture between EQT Midstream Partners, LP, US Marcellus Gas Infrastructure, LLC, WGL Holdings, Inc., Con Edison Gas Midstream, LLC, and RGC Midstream, LLC. The Federal Energy Regulatory Commission (“FERC”) has issued a Certificate of Public Convenience and Necessity (“CPCN”) pursuant to Section 7(c) of the Natural Gas Act for the Mountain Valley Pipeline project, an approximately 488.3-kilometer (303.4-mile), 106.7-centimeter (42-inch) diameter natural gas pipeline to be constructed in 17 counties in Virginia and West Virginia (“Project”).

B. Compliance with Section 106 of the National Historic Preservation Act. The FERC has consulted with the Commonwealth’s Department of Historic Resources (“DHR”), which serves as the State Historic Preservation Office (“SHPO”), pursuant to Section 106 of the National Historic Preservation Act (“Section 106”) and has determined that the project will result in an adverse effect to historic properties. FERC has satisfied its responsibilities under Section 106 through the execution of a Programmatic Agreement (“PA”) dated December 15, 2017, which, among other things, directs MVP to prepare property-specific or site-specific Treatment Plans for all unavoidably adversely-affected historic properties.

C. Basis of Agreement. This Agreement is the direct result of cooperation by MVP with the Commonwealth in response to consultation on and careful consideration of the potential impacts of the Project on historic resources and acknowledges that the Commonwealth’s commitment to our shared heritage and public benefit is broader than that defined under Section 106.

D. Mutual Interests in Comprehensive Mitigation. This Agreement serves the mutual interests of the Parties in establishing a comprehensive, exceptional approach for compensatory mitigation that is at least commensurate with the Project’s impacts and which fully meets the Commonwealth’s historic resources objectives in the context of the Project.

E. No Guaranty of Approvals. For clarity, this Agreement provides no guaranty, right or entitlement of any kind that the Commonwealth (including any of its administrative agencies or other instrumentalities) will grant any or all approvals of any kind that may be required for the Project (the “State Approvals”). Any required State Approvals shall be an entirely separate matter to be considered by the relevant authorities in full compliance with applicable laws and regulations. However, if the Project proceeds, it is the purpose of this

Agreement to commit the Parties to and thereby assure implementation of the comprehensive compensatory mitigation framework memorialized in this Agreement.

NOW, THEREFORE, in satisfaction of Parties' responsibilities to ensure mitigation of the impacts of the Project, the Parties agree as follows:

AGREEMENT

1. Comprehensive Mitigation Amount. The Commonwealth requests, and MVP agrees to pay, a compensatory mitigation payment in the total amount of **Two Million Five Hundred Thousand Dollars (\$2,500,000)** for the purpose of providing comprehensive mitigation of adverse impacts to, and to otherwise benefit, historic resources in Virginia, subject to the terms and conditions established herein (the "Mitigation Amount").

2. Section 106 Commitments. Out of the total Mitigation Amount established in Paragraph 1, MVP shall reserve the amount of **One Million Five Hundred Thousand Dollars (\$1,500,000)** to be applied to costs incurred by MVP for implementation of the approved property-specific or site-specific Treatment Plans developed pursuant to FERC's PA for the adversely affected historic properties.

a. Should the cost of implementing the Treatment Plans exceed the amount specified in Paragraph 2, MVP shall commit the necessary additional funds to complete implementation of such mitigation.

b. Should the cost of implementing the Treatment Plans not exceed the amount specified in Paragraph 2, MVP shall, within six (6) months of the complete implementation of the Treatment Plans, transfer all remaining funds to the Mitigation Fund specified in Paragraph 3.

3. Historic Resources Mitigation Fund. Out of the total Mitigation Amount established in Paragraph 1, MVP shall, within six (6) months of the execution of this Agreement, provide funding in the amount of **One Million Dollars (\$1,000,000)** to the Virginia Historical Society ("VHS") by payment of the invoice at Attachment A to establish a Mitigation Fund to be fiscally managed by VHS. The following specific conditions and restrictions shall apply to the use and expenditure of funds from the Mitigation Fund.

a. The Mitigation Fund shall operate as an endowment for grant-making purposes to document, preserve, and interpret the historic resources within the Commonwealth's localities affected by the Project. The Commonwealth shall work with VHS and determine project selection criteria and a process for evaluating appropriate projects that are consistent with DHR historic resources mitigation standards.

b. From the funds provided to VHS under this Paragraph 3, an amount not to exceed two percent (2%) per year may be expended by VHS to defray its costs and expenses for the administration of the Mitigation Fund and oversight of its related mitigation activities.

4. Additional Requirements & Contingencies. The Parties agree to the following additional requirements and procedures for contingencies to implement the mitigation objectives of this Agreement.

a. Conditions Applicable to VHS's Receipt and Use of Funds. The Commonwealth's goal is for VHS to receive, obligate and expend the mitigation funds paid by MVP under this Agreement in a manner that furthers the goals and objectives of this Agreement. As further assurance to the Commonwealth that VHS will fully cooperate with the Commonwealth in the performance of its mitigation efforts, and as assurance to MVP of its right to the return of the Mitigation Amount under the limited circumstances set forth in this Agreement, VHS shall be required to execute a binding and enforceable Mitigation Partner Memorandum of Agreement substantially in the form shown in Attachment B hereto prior to its receipt of mitigation funds hereunder. If VHS were to refuse to execute such agreement in a timely manner, the Commonwealth may elect to seek a modification, including a substitute mitigation partner, pursuant to this Paragraph 4. MVP shall have no responsibility of any kind for the failure of VHS or any substitute mitigation partner entity to execute such agreement in a timely manner, to accept funds that MVP is ready and willing to transfer pursuant to this Agreement, to comply with this Agreement, or to meet the expectations of the Commonwealth, nor shall any such failure by VHS or any substitute mitigation partner in any way delay, impair or prevent MVP from proceeding with the Project.

b. Mitigation Investment Modifications. The priorities identified for and the allocations of the Mitigation Amount set forth in this Agreement reflect the full extent of historic resources-related mitigation measures and investments contemplated for the Project by the Parties. To the extent that either Party identifies revised or additional mitigation measures relevant to the Project and of potential benefit to the historic resources in Virginia, either Party may propose a reallocation of the Mitigation Amount in furtherance thereof through re-prioritization or re-allocation of the Mitigation Amount. In addition, the Commonwealth may propose to terminate any mitigation partner and propose a substitute mitigation partner, if any mitigation partner delays or fails to meet the Commonwealth's expectations for the implementation of this Agreement. In the event of such substitution or termination, the original mitigation partner shall deliver to MVP, within thirty (30) days of receipt of written notice of substitution or termination by the Commonwealth, all remaining funds that are unobligated as of the date of such notice. In no event shall the amount of remaining funds to be returned be less than the amount that the mitigation partner would be required to return under this Agreement if MVP had terminated the Project. Returned mitigation funds shall not revert to MVP and instead shall be redirected to other mutually agreeable mitigation purposes. The Parties agree to give reasonable and timely consideration to any such proposed modifications and, in the event of agreement, memorialize any modification to the mitigation measures and investments only in accordance Paragraph 5.

c. Return of Remaining Mitigation Amount in Event of Termination. In the event that MVP terminates the Project, whether in the unanticipated event that the Project fails to obtain and maintain the necessary permits, certifications, consents, authorizations or other approvals or for any other reason in MVP's sole discretion, VHS or any substitute mitigation partner shall deliver the proportionate share of the Mitigation Fund to MVP within thirty (30)

days of receipt of written notice of termination from MVP. Such proportionate share to be returned to MVP shall be calculated based upon the number of miles of the pipeline route in Virginia for which tree clearing and grubbing activity remains to be performed compared to the total number of miles of the pipeline route requiring such activities in Virginia as part of the Project. For example, if MVP terminates the Project after having tree-cleared and grubbed 25 miles of the route, and further assuming for the sake of example that the total number of miles of the pipeline route requiring such activities in Virginia is 50 miles, then each partner would be responsible for returning to MVP one-half (determined by dividing 25 miles by 50 miles) of the portion of the Mitigation Amount that it received from MVP.

5. Miscellaneous Provisions.

a. Governing Law; Interpretation. This Agreement shall be construed in accordance with and governed for all purposes by the laws of the Commonwealth of Virginia. This Agreement shall be interpreted as if it were mutually drafted by the Parties. The captions and headings to the various paragraphs and subparagraphs of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

b. Integration; Modification. This Agreement contains all commitments and agreements of the Parties as of the date hereof with respect to the subject matter of this Agreement, and no verbal or written commitments other than this Agreement shall have any force or effect regarding the subject matter hereof. This Agreement is independent of, and does not modify, any rights or responsibilities of the Parties under the PA. This Agreement may be amended only by the signed written consent of both Parties.

c. No Enforcement by Third Parties. Notwithstanding the identification of certain non-governmental entities to receive and administer mitigation funding provided under this Agreement, this Agreement shall not be construed as granting to those entities any legal or equitable right, remedy, or claim against the Commonwealth or MVP arising out of this Agreement.

d. No Waiver. By entering into this Agreement, MVP does not waive any procedural or substantive rights, claims or defenses of any kind related to any State Approvals or any other required permit, certification, consent, authorization or other approval of any kind that may be required for the Project.

e. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties further agree that a facsimile, scanned or other electronic signature may substitute for and have the same legal effect as an original signature, and that any copy of this executed Agreement made by photocopy, facsimile, or scanner shall be considered an original.

f. Power and Authority of the Parties. Each of the Parties represents and warrants that the undersigned has full power and authority to enter into and perform this Agreement on its behalf.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed in their names and on their behalf by the undersigned.

COMMONWEALTH OF VIRGINIA



By: _____
Molly Joseph Ward
Secretary of Natural Resources

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

**SIGNATURE PAGE TO MEMORANDUM OF AGREEMENT
FOR HISTORIC RESOURCE MITIGATION OF VIRGINIA RESOURCE IMPACTS OF
MOUNTAIN VALLEY PIPELINE BY AND BETWEEN THE
COMMONWEALTH OF VIRGINIA AND MOUNTAIN VALLEY PIPELINE, LLC**

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

By: 
Robert J. Cooper
Senior Vice President

[END OF SIGNATURES]

ATTACHMENT A
MOUNTAIN VALLEY PIPELINE MITIGATION INVOICE
FOR
HISTORIC RESOURCES MITIGATION

INVOICE

To:

Mountain Valley Pipeline, LLC
625 Liberty Ave., Suite 1700
Pittsburgh, PA 15222

Amount Due:

\$1,000,000.00

Description:

Mitigation pursuant to (1) Memorandum of Agreement for Historic Resource Mitigation of Virginia Resource Impacts of Mountain Valley Pipeline and (2) Mountain Valley Pipeline Mitigation Partner Memorandum of Agreement.

Terms & Conditions:

By its receipt and use of funds paid under this invoice, recipient acknowledges and agrees to all terms and conditions of the Memorandum of Agreement for Historic Resource Mitigation of Virginia Resource Impacts of Mountain Valley Pipeline and the applicable Mountain Valley Pipeline Mitigation Partner Memorandum of Agreement.

Payable to:

Virginia Historical Society
428 North Boulevard
Richmond, VA 23220

ATTACHMENT B

**MOUNTAIN VALLEY PIPELINE MITIGATION PARTNER
MEMORANDUM OF AGREEMENT**

**MOUNTAIN VALLEY PIPELINE MITIGATION PARTNER
MEMORANDUM OF AGREEMENT**

**THIS MOUNTAIN VALLEY PIPELINE MITIGATION PARTNER
MEMORANDUM OF AGREEMENT** (this “MOA”) is executed effective this ___ day of _____, 20____, by _____ (the “Mitigation Partner”).

RECITALS

A. The Commonwealth of Virginia (the “Commonwealth”) and Mountain Valley Pipeline, LLC (“MVP”) are parties to a certain Memorandum of Agreement for Historic Resource Mitigation of Virginia Resource Impacts of Mountain Valley Pipeline dated December 22, 2017 (the “Mitigation Agreement”).

B. The Mitigation Agreement contemplates the transfer of funds from MVP to certain identified public bodies and non-profit organizations willing to undertake certain mitigation efforts as described therein, including to the Mitigation Partner.

C. The Mitigation Partner desires to receive certain funds and undertake certain mitigation efforts subject to the terms and conditions of the Mitigation Agreement.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which the Mitigation Partner acknowledges, the Mitigation Partner agrees as follows:

1. Consent to Be Bound to Mitigation Agreement. The Mitigation Partner covenants, promises, and agrees that it shall hereby be bound by all terms and conditions of the Mitigation Agreement as if the Mitigation Partner had been an original party thereto, including without limitation any and all conditions or limitations pertaining to receipt and use of funds, project selection criteria, project evaluation process, and the preservation and, if applicable, return of funds to MVP in the event of Project termination.

2. Termination by Mitigation Partner. The Mitigation Partner may terminate this MOA upon thirty (30) days written notice to the Commonwealth and MVP, in which event the Mitigation Partner shall deliver to MVP, immediately upon termination, all remaining funds that are unobligated as of the date of termination. In no event shall the amount of remaining funds to be returned be less than the amount that the Mitigation Partner would be required to return under the Agreement if MVP had terminated the Project.

3. Miscellaneous Provisions.

a. Governing Law; Interpretation. This MOA shall be construed in accordance with and governed for all purposes by the laws of the Commonwealth of Virginia. All terms used herein shall have the meanings ascribed to such terms in the Mitigation Agreement. The captions and headings to the various paragraphs and subparagraphs of this

MOA are for informational purposes only and shall not alter the substance of the terms and conditions of this MOA.

b. Integration; Modification. This MOA, together with the Mitigation Agreement, contains all commitments and agreements of the Mitigation Partner as of the date hereof with respect to the subject matter of this MOA, and no verbal or written commitments other than this MOA shall have any force or effect regarding the subject matter hereof. This MOA may be amended only by the signed written consent of the Mitigation Partner and both parties to the Mitigation Agreement.

c. No Right to Demand Payment. This MOA shall not be construed as granting to the Mitigation Partner any legal or equitable right, remedy, or claim against the Commonwealth or MVP to demand payment of any portion of the Mitigation Amount established under the Mitigation Agreement, but that upon receipt of such payment this MOA shall become enforceable against the Mitigation Partner.

d. Originals. A facsimile, scanned or other electronic signature may substitute for and have the same legal effect as an original signature, and any copy of this executed MOA made by photocopy, facsimile, or scanner shall be considered an original.

e. Power and Authority. The Mitigation Partner represents and warrants that the undersigned has full power and authority to enter into and perform this MOA on its behalf.

IN WITNESS WHEREOF, the Mitigation Partner has caused this MOA to be signed in its name and on its behalf by the undersigned.

VIRGINIA HISTORICAL SOCIETY

By: _____
[Name]
[Title]