

EXHIBIT A

ARTICLES OF INCORPORATION AND BYLAWS

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU
ROOM 308 NORTH OFFICE BUILDING
P.O. BOX 8722
HARRISBURG, PA 17105-8722

94

EQUITRANS, L.P.

THE CORPORATION BUREAU IS HAPPY TO SEND YOU YOUR FILED DOCUMENT.
PLEASE NOTE THE FILE DATE AND THE SIGNATURE OF THE SECRETARY OF THE
COMMONWEALTH. THE CORPORATION BUREAU IS HERE TO SERVE YOU AND WANTS
TO THANK YOU FOR DOING BUSINESS IN PENNSYLVANIA. IF YOU HAVE ANY
QUESTIONS PERTAINING TO THE CORPORATION BUREAU, CALL (717) 787-1057.

ENTITY NUMBER: 2666147

MICROFILM NUMBER: 09575

1383-1385

C T CORPORATION SYSTEM
COUNTER

975-1384

NOV 17 1995

Microfilm Number _____

Filed with the Department of State on _____

Entity Number 2666147

[Signature]
Secretary of the Commonwealth

DH

CERTIFICATE OF LIMITED PARTNERSHIP

In compliance with the requirements of 15 Pa.C.S. § 8511 (relating to certificate of limited partnership), the undersigned desiring to form a limited partnership, hereby certifies that:

1. The name of the limited partnership is: Equitrans, L.P.

2. The (a) address of this limited partnership's initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) 3500 Park Lane Pittsburgh PA 15275 Allegheny
Number and Street City State Zip County

(b) c/o: _____
Name of Commercial Registered Office Provider County

For a limited partnership represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the limited partnership is located for venue and official publication purposes.

3. The name and business address of each general partner of the partnership is:

Name Address
EQT Capital Corporation 911 Washington Street, Wilmington, Delaware 19801

4. (Check, and if appropriate complete, one of the following):

The formation of the limited partnership shall be effective upon filing this Certificate of Limited Partnership in the Department of State.

The formation of the limited partnership shall be effective on: _____ at _____
Date Hour

NOV 29 95

PA Dept. of State

0975-1385

DSCB:15-8511 (Rev 90)-2

IN TESTIMONY WHEREOF, the undersigned general partner(s) of the limited partnership has (have) executed this Certificate of Limited Partnership this 16th day of November, 1995.

EQT CAPITAL CORPORATION

By: Audrey C. Moeller
(Signature) Corporate Secretary

(Signature)

(Signature)

(Signature)

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF STATE

OCTOBER 22, 2010

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

EQUITRANS, L.P.

I, Basil L Merenda, Secretary of the Commonwealth of Pennsylvania

do hereby certify that the foregoing and annexed is a true and correct

copy of

- 1 Certificate of Limited Partnership filed on November 17, 1995,**
- 2 LIMITED PARTNERSHIP AMENDMENT filed on April 25, 1996,**
- 3 CHANGE OF REGISTERED OFFICE - Domestic filed on April 7, 1998,**
- 4 ARTICLES MERGER/CONSOLIDATION-ALL TYPES filed on December 30, 2003,**
- 5 ARTICLES MERGER/CONSOLIDATION-ALL TYPES filed on December 29, 2004,**

(List of documents continued on next page)

(List of documents continued)

6 STATEMENT OF CORRECTION filed on February 13, 2006

which appear of record in this department.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written.

Basil L. Merenda

Secretary of the Commonwealth

NOV 17 1995

Microfilm Number _____

Filed with the Department of State on _____

Entity Number 2664147

[Signature]

Secretary of the Commonwealth

DH

CERTIFICATE OF LIMITED PARTNERSHIP

In compliance with the requirements of 15 Pa.C.S. § 8511 (relating to certificate of limited partnership), the undersigned, desiring to form a limited partnership, hereby certifies that:

1. The name of the limited partnership is: Equitrans, L.P.

2. The (a) address of this limited partnership's initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) <u>3500 Park Lane</u>	<u>Pittsburgh</u>	<u>PA</u>	<u>15275</u>	<u>Allegheny</u>
Number and Street	City	State	Zip	County

(b) c/o: _____
 Name of Commercial Registered Office Provider County

For a limited partnership represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the limited partnership is located for venue and official publication purposes.

3. The name and business address of each general partner of the partnership is:

Name	Address
<u>EOT Capital Corporation</u>	<u>911 Washington Street, Wilmington, Delaware 19801</u>
_____	_____
_____	_____

4. (Check, and if appropriate complete, one of the following):

The formation of the limited partnership shall be effective upon filing this Certificate of Limited Partnership in the Department of State.

_____ The formation of the limited partnership shall be effective on: _____ at _____
Date Hour

NOV 29 95

IN TESTIMONY WHEREOF, the undersigned general partner(s) of the limited partnership has (have) executed this Certificate of Limited Partnership this 16th day of November, 1995.

EQT CAPITAL CORPORATION

By: *Audrey A. Moeller*
(Signature) Corporate Secretary

(Signature)

(Signature)

(Signature)

963-1510

Microfilm Number _____

Filed with the Department of State on APR 25 1996

Entity Number 2666147

[Signature]
Secretary of the Commonwealth [Signature]

CERTIFICATE OF AMENDMENT-LIMITED PARTNERSHIP

In compliance with the requirements of 15 Pa.C.S. § 8512 (relating to certificate of amendment), the undersigned limited partnership, desiring to amend its Certificate of Limited Partnership, hereby certifies that:

1. The name of the limited partnership is: Equitrans, L.P.

2. The date of filing of the original Certificate of Limited Partnership is: November 17, 1995

3. (Check, and if appropriate complete, one of the following):

The amendment adopted by the limited partnership, set forth in full, is as follows:

EQT Capital Corporation withdraws as a general partner and ET Blue Grass Company
is admitted as a general partner. The address of ET Blue Grass Company is
3500 Park Lane, Pittsburgh, Pennsylvania 15275

The amendment adopted by the limited partnership is set forth in full in Exhibit A attached hereto and made a part hereof.

4. (Check, and if appropriate complete, one of the following):

The amendment shall be effective upon filing this Certificate of Amendment in the Department of State.

The amendment shall be effective on: _____ at _____
Date Hour

5. (Check if the amendment restates the Certificate of Limited Partnership):

The restated Certificate of Limited Partnership supersedes the original Certificate of Limited Partnership and all amendments thereto.

IN TESTIMONY WHEREOF, the undersigned limited partnership has caused this Certificate of Amendment to be executed this _____ day of April, 1996.

EQT Capital Corporation
(Name of Partnership)

By: [Signature]
(Signature)

ET Blue Grass Company
(Name of Partnership)

BY: [Signature]
(Signature)

TITLE: President

Certification# 9073583-1 Page 3 of 27
PA DEPT OF STATE TREASURER
PA DEPT OF STATE

APR 25 1996

Microfilm Number _____
Entity Number 2666147

Filed with the Department of State on APR 07 1998
[Signature]
Secretary of the Commonwealth

STATEMENT OF CHANGE OF REGISTERED OFFICE
DSCB:15-1507/41,44/3507/6144/8506 (Rev 90)

Indicate type of entity (check one):

- Domestic Business Corporation (15 Pa.C.S. § 1507)
- Foreign Nonprofit Corporation (15 Pa.C.S. § 6144)
- Foreign Business Corporation (15 Pa.C.S. § 4144)
- Domestic Limited Partnership (15 Pa.C.S. § 8506)
- Domestic Nonprofit Corporation (15 Pa.C.S. § 5507)

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. (relating to corporations and unincorporated associations) the undersigned corporation or limited partnership, desiring to effect a change of registered office, hereby states that:

1. The name of the corporation or limited partnership is Equitrans, LP

2. The (a) address of this corporation's or limited partnership's current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is: (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) <u>3500 Parklane Drive</u>	<u>Pittsburgh</u>	<u>PA</u>	<u>15275</u>	<u>ALLEGHENY</u>
Number and Street	City	State	Zip	County

(b) c/o: _____
Name of Commercial Registered Office Provider County

For a corporation or a limited partnership represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation or limited partnership is located for venue and official publication purposes.

3. (Complete part (a) or (b)):

(a) The address to which the registered office of the corporation or limited partnership in this Commonwealth is to be changed is:

Number and Street	City	State	Zip	County
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(b) The registered office of the corporation or limited partnership shall be provided by:

c/o: C T CORPORATION SYSTEM ALLEGHENY
Name of Commercial Registered Office Provider County

For a corporation or a limited partnership represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation or limited partnership is located for venue and official publication purposes.

APR -7 98

9827-745

4. (Strike out if a limited partnership): Such change was authorized by the Board of Directors of the corporation.

IN TESTIMONY WHEREOF, the undersigned corporation or limited partnership has caused this statement to be signed by a duly authorized officer this 3rd day of April, 1998.

Equitrans, LP

Name of Corporation/Limited Partnership
ET BLUE GRASS COMPANY (General Partner)

BY: Audrey C. Moeller
(Signature) Audrey C. Moeller

TITLE: Corporate Secretary

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU

Articles/Certificate of Merger

(15 Pa.C.S.)

Entity Number
2666147

- Domestic Business Corporation (§ 1926)
- Domestic Nonprofit Corporation (§ 5926)
- Limited Partnership (§ 8547)

[Empty box for return address]

Document will be returned to the name and address you enter to the left.

Fee: \$108 plus \$28 additional for each Party in additional to two

Filed in the Department of State on DEC 31 2003

Secretary of the Commonwealth

In compliance with the requirements of the applicable provisions (relating to articles of merger or consolidation), the undersigned, desiring to effect a merger, hereby state that:

1. The name of the corporation/limited partnership surviving the merger is:

Equitrans. L.P.

2. Check and complete one of the following:

The surviving corporation/limited partnership is a domestic business/nonprofit corporation/limited partnership and the (a) address of its current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department): CT Corporation Systems

(a) Number and Street City State Zip County

(b) Name of Commercial Registered Office Provider County

c/o CT Corporation System Allegheny

The surviving corporation/limited partnership is a qualified foreign business/nonprofit corporation /limited partnership incorporated/formed under the laws of _____ and the (a) address of its current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) Number and Street City State Zip County

(b) Name of Commercial Registered Office Provider County

c/o

The surviving corporation/limited partnership is a nonqualified foreign business/nonprofit corporation/limited partnership incorporated/formed under the laws of _____ and the address of its principal office under the laws of such domesticity/jurisdiction is:

Number and Street City State Zip

Certification#:
DSC

3. The name and the address of the registered office in this Commonwealth or name of its commercial registered office provider and the county of venue of each other domestic business/nonprofit corporation/limited partnership and qualified foreign business/nonprofit corporation/limited partnership which is a party to the plan of merger are as follows:

Name	Registered Office Address	Commercial Registered Office Provider	County
Carnegie Interstate Pipeline, LLC		Not Qualified in Pennsylvania	

4. Check, and if appropriate complete, one of the following:

- The plan of merger shall be effective upon filing these Articles/Certificate of Merger in the Department of State.
- The plan of merger shall be effective on: January 1, 2004 at 12:03 a.m. PA time
Date Hour

5. The manner in which the plan of merger was adopted by each domestic corporation/limited partnership is as follows:

Name	Manner of Adoption
Equitrans, L.P.	adopted by action of the General Partner pursuant to 15 Pa C.S. §8546 and subject to terms of L.P. Agreement; approval of the sole Limited Partner was not required pursuant to 15 Pa C.S. §8546(c)

6. Strike out this paragraph if no foreign corporation/limited partnership is a party to the merger. The plan was authorized, adopted or approved, as the case may be, by the foreign business/nonprofit corporation/limited partnership (or each of the foreign business/nonprofit corporations/limited partnerships) party to the plan in accordance with the laws of the jurisdiction in which it is incorporated/organized.

7. Check, and if appropriate complete, one of the following:

- The plan of merger is set forth in full in Exhibit A attached hereto and made a part hereof.
- Pursuant to 15 Pa.C.S. § 1901/§ 8547(b) (relating to omission of certain provisions from filed plans) the provisions, if any, of the plan of merger that amend or constitute the operative provisions of the Articles of Incorporation/Certificate of Limited Partnership of the surviving corporation/limited partnership as in effect subsequent to the effective date of the plan are set forth in full in Exhibit A attached hereto and made a part hereof. The full text of the plan of merger is on file at the principal place of business of the surviving corporation/limited partnership, the address of which is.

Number and street	City	State	Zip	County

2003110-427

IN TESTIMONY WHEREOF, the undersigned corporation/limited partnership has caused these Articles/Certificate of Merger to be signed by a duly authorized officer thereof this

29th day of December

2003

Carnegie Interstate Pipeline, LLC

Name of Corporation/Limited Partnership

Jean F. Marks
Signature

Jean F. Marks, Asst. Secretary

Title

Equitrans, L.P.

Name of Corporation/Limited Partnership

Jean F. Marks
Signature

Jean F. Marks, Asst. Secretary

Title

2003110-428

AGREEMENT AND PLAN OF MERGER
BETWEEN
CARNEGIE INTERSTATE PIPELINE, LLC
AND
EQUITRANS, L.P.

AGREEMENT AND PLAN OF MERGER dated this 29th day of December 2003, pursuant to Title 6, Section 18-209 of the Limited Liability Company Act of the State of Delaware and Title 15 Section 8547G of the Pennsylvania Consolidated Statutes between Carnegie Interstate Pipeline, LLC, a Delaware limited liability company and Equitrans, L.P., a Pennsylvania limited partnership.

WHEREAS, the constituent limited liability company and the constituent limited partnership desire to merge into a single limited partnership.

NOW, THEREFORE, the limited liability company and the limited partnership parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

FIRST: Effective January 1, 2004, at 12:03 a.m. EST, Carnegie Interstate Pipeline, LLC shall merge with and into Equitrans, L.P., and Equitrans, L.P. shall be the surviving entity.

SECOND: The Certificate of Limited Partnership of Equitrans, L.P. as in effect on the date of the merger provided in this Agreement, shall continue in full force and effect as the Certificate of Limited Partnership of the limited partnership surviving this merger.

THIRD: This Agreement will be kept on file at the place of business of the surviving limited partnership, whose address is as follows:

Equitrans, L.P.
One Oxford Centre, Ste. 3300
Pittsburgh, PA 15214

2003110-429

FOURTH: The terms and conditions of the merger are as follows:

- (a) The limited partnership agreement of the surviving limited partnership as it shall exist on the effective date of this Agreement shall be and remain the limited partnership agreement of the surviving limited partnership until the same shall be altered, amended and repealed as therein provided.
- (b) The officers of the surviving limited partnership shall continue in office until their successors shall have been elected and qualified.
- (c) Upon the merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the merged limited liability company shall be transferred to, vested in and devolved upon the surviving limited partnership without further act or deed and all property, rights, and every other interest of the surviving limited partnership and of the merged limited liability company shall be effectively the property of the surviving limited partnership as they were of the limited partnership and the merged limited liability company, respectively. The merged limited liability company hereby agrees from time to time, as and when requested by the surviving limited partnership or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the surviving limited partnership may deem to be necessary or desirable in order to vest in and confirm to the surviving limited partnership title to and possession of any property of the merged limited liability company acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers and managers of the merged limited liability company and the proper officers and partners of the surviving limited partnership are fully authorized in the name of the merged limited liability company or otherwise to take any and all such action.
- (d) The membership interests of Carnegie Interstate Pipeline, LLC shall be cancelled at the effective time.

FIFTH: The general partner of Equitrans, L.P. and the Members of Carnegie Interstate Pipeline, LLC may amend, and either of such parties may terminate, this Agreement at any time prior to its effective date, subject to applicable law.

2003110-430

IN WITNESS WHEREOF, the parties to this agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective Members and General Partner, respectively, have caused these presents to be executed by a Manager and the General Partner of the parties hereto as the respective act, deed and agreement of said limited liability company and limited partnership on this 29th day of December 2003.

ATTEST:

CARNEGIE INTERSTATE PIPELINE, LLC

Jean F. Marks
Assistant Corporate Secretary
Jean F. Marks

By: David L. Porges
David L. Porges
Manager

ATTEST:

EQUITRANS, L.P.

Jean F. Marks
Assistant Corporate Secretary
Jean F. Marks

By: Johanna G. O'Loughlin
Johanna G. O'Loughlin, Senior
Vice President, General Counsel and
Secretary for Equitable Resources, Inc.
the General Partner

200412)-451

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU

Articles/Certificate of Merger

(15 Pa.C.S.)

Entity Number

2666147

- Domestic Business Corporation (§ 1926)
- Domestic Nonprofit Corporation (§ 5926)
- Limited Partnership (§ 8547)

Name

Address

City

CT CORP-COUNTER

Document will be returned to the name and address you enter to the left.



Fee: \$150 plus \$40 additional for each Party in addition to two

Filed in the Department of State on

DEC 29 2004

Secretary of the Commonwealth

In compliance with the requirements of the applicable provisions (relating to articles of merger or consolidation), the undersigned, desiring to effect a merger, hereby state that:

1. The name of the corporation/limited partnership surviving the merger is:
Equitrans, L.P.

2. Check and complete one of the following:

The surviving corporation/limited partnership is a domestic business/nonprofit corporation/limited partnership and the (a) address of its commercial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) Number and Street	City	State	Zip	County
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(b) Name of Commercial Registered Office Provider	County
c/o CT Corporation System	Philadelphia

The surviving corporation/limited partnership is a qualified foreign business/nonprofit corporation /limited partnership incorporated/formed under the laws of _____ and the (a) address of its current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) Number and Street	City	State	Zip	County
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(b) Name of Commercial Registered Office Provider	County
c/o	

The surviving corporation/limited partnership is a nonqualified foreign business/nonprofit corporation/limited partnership incorporated/formed under the laws of _____ and the address of its principal office under the laws of such domiciliary jurisdiction is:

Number and Street	City	State	Zip
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DSCB:15-1926/5926/8547-2

3. The name and the address of the registered office in this Commonwealth or name of its commercial registered office provider and the county of venue of each other domestic business corporation, limited partnership, and qualified foreign business corporation or limited partnership which is a party to the plan of merger are as follows:

Name	Registered Office Address	Commercial Registered Office Provider	County
Equitable	Field Services, LLC	CT Corporation System	Allegheny

4. Check, and if appropriate complete, one of the following:

- The plan of merger shall be effective upon filing these Articles/Certificate of Merger in the Department of State.
- The plan of merger shall be effective on: January 1, 2005 at 12:10 a.m.

5. The manner in which the plan of merger was adopted by each domestic corporation/limited partnership is as follows:

Name	Manner of Adoption
Equitrans, L.P.	Adopted by action of the General and Limited Partner pursuant to 15 Pa. Pa. C.S. Sec. 8546

6. Strike out this paragraph if no foreign corporation/limited partnership is a party to the merger. The plan was authorized, adopted or approved, as the case may be, by the foreign business corporation/limited partnership or each of the foreign business corporations/limited partnerships party to the plan in accordance with the laws of the jurisdiction in which it is incorporated/organized.

7. Check, and if appropriate complete, one of the following:

- The plan of merger is set forth in full in Exhibit A attached hereto and made a part hereof.
- Pursuant to 15 Pa.C.S. § 1901/§ 8547(b) (relating to omission of certain provisions from filed plans) the provisions, if any, of the plan of merger that amend or constitute the operative provisions of the Articles of Incorporation/Certificate of Limited Partnership of the surviving corporation/limited partnership as in effect subsequent to the effective date of the plan are set forth in full in Exhibit A attached hereto and made a party hereof. The full text of the plan of merger is on file at the principal place of business of the surviving corporation/limited partnership, the address of which is.

<u>One Oxford Centre, Ste. 3300, Pittsburgh, PA 15219</u>	<u>Allegheny</u>
Number and street	County

DSCB: 15-1926/5926/1547-3

IN TESTIMONY WHEREOF, the undersigned corporation/limited partnership has caused these Articles/Certificate of Merger to be signed by a duly authorized officer thereof this

28th day of December,
2004

Equitrans, L.P.
Name of Corporation/Limited Partnership

D. K. Dewey
Signature

David K. Dewey, VP of ET Blue
Title
Grass Company, the General Partner
Equitable Field Services, LLC
Name of Corporation/Limited Partnership

T.M. M
Signature

Tracy M. Geyer, President
Title

2004120-454

EXHIBIT A

Not Applicable

**PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU**

Statement of Correction
(15 Pa.C.S. § 138)

Name DEBRA A. AKER		
Address 225 NORTH SHORE DRIVE		
City PITTSBURGH	State PA	Zip Code 15212

Document will be returned to the name and address you enter to the left.

←

Fee: \$70

In compliance with the requirements of 15 Pa.C.S. § 138 (relating to statement of correction) the undersigned association or other person, desiring to correct an inaccurate record of corporate or other action or correct defective or erroneous execution of a document, hereby states that:

1. The name of the association or other person is:
EQUITRANS, L.P.

2. The (a) address of this association's current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (*the Department is hereby authorized to correct the following information to conform to the records of the Department*):

(a) Number and Street	City	State	Zip	County
-----------------------	------	-------	-----	--------

(b) Name of Commercial Registered Office Provider c/o: CT CORPORATION SYSTEM	County ALLEGHENY
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3. The statute by or under which it was incorporated or the preceding filing was made, in the case of a filing that does not constitute a part of the articles of incorporation of a corporation is:
15 PaC.S. sec. 8546

4. The inaccuracy or defect, which appears in Department of State form DSCB 15-1926 filed on 12/30/03 and recorded in Roll and Film Number 2003110 et seq., is:

(SEE ADDITIONAL SHEET ATTACHED HERETO AND MADE A PART HEREOF.)

PA DEPT. OF STATE

Commonwealth of Pennsylvania
STATEMENT OF CORRECTION 14 Page(s)

Certification#: 9073583-1 Page 16 of 27
FEB 13 2006



T0605245055

5. Check one of the following:

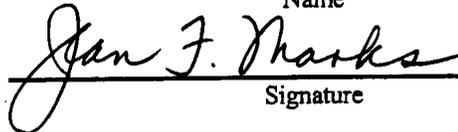
- The portion of the document requiring correction in corrected form is set forth in Exhibit A attached hereto and made a part hereof.
- The original document to which this statement relates shall be deemed re-executed.
- The original document to which this statement relates shall be deemed stricken from the records of the Department.

IN TESTIMONY WHEREOF, the undersigned association or other person has caused this statement to be signed by a duly authorized officer thereof or otherwise in its name this

8th day of February, 2006.

Jean F. Marks

Name



Signature

Assistant Corporate Secretary

Title

4. (Continued from page 1) The Agreement and Plan of Merger set forth as Exhibit A to the PA Articles/Certificate of Merger form contained an incorrect signature. A party to the Merger, Equitrans, L.P., had an officer of Equitable Resources, Inc. sign the Agreement and Plan of Merger as its General Partner, which is incorrect. ET Blue Grass Company is the true General Partner of Equitrans, L.P. and has signed the attached replacement Agreement and Plan of Merger.

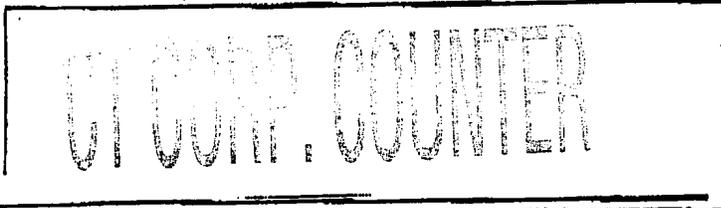
EXHIBIT A

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU

Articles/Certificate of Merger
(15 Pa.C.S.)

Entity Number
2666147

- Domestic Business Corporation (§ 1926)
- Domestic Nonprofit Corporation (§ 5926)
- Limited Partnership (§ 8547)



Document will be returned to the name and address you enter to the left.

Fee: \$108 plus \$28 additional for each Party in additional to two

Filed in the Department of State on

DEC 30 2003

Rebecca C. ...

Secretary of the Commonwealth

In compliance with the requirements of the applicable provisions (relating to articles of merger or consolidation), the undersigned, desiring to effect a merger, hereby state that:

1. The name of the corporation/limited partnership surviving the merger is:
Equitrans, L.P.

2. Check and complete one of the following:

The surviving corporation/limited partnership is a domestic business/nonprofit corporation/limited partnership and the (a) address of its current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department): CT Corporation Systems
(a) Number and Street City State Zip County

(b) Name of Commercial Registered Office Provider County
c/o CT Corporation System Allegheny

The surviving corporation/limited partnership is a qualified foreign business/nonprofit corporation/limited partnership incorporated/formed under the laws of _____ and the (a) address of its current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):
(a) Number and Street City State Zip County

(b) Name of Commercial Registered Office Provider County
c/o _____

The surviving corporation/limited partnership is a nonqualified foreign business/nonprofit corporation/limited partnership incorporated/formed under the laws of _____ and the address of its principal office under the laws of such domiciliary jurisdiction is:
Number and Street City State Zip

Certificate

DSC

2003110-427

IN TESTIMONY WHEREOF, the undersigned corporation/limited partnership has caused these Articles/Certificate of Merger to be signed by a duly authorized officer thereof this

29th day of December,
2003.

Carnegie Interstate Pipeline, LLC

Name of Corporation/Limited Partnership

Jean F. Marks
Signature

Jean F. Marks, Asst. Secretary
Title

Equitrans, L.P.

Name of Corporation/Limited Partnership

Jean F. Marks
Signature

Jean F. Marks, Asst. Secretary
Title

2003110-428

AGREEMENT AND PLAN OF MERGER
BETWEEN
CARNEGIE INTERSTATE PIPELINE, LLC
AND
EQUITRANS, L.P.

AGREEMENT AND PLAN OF MERGER dated this 29th day of December 2003, pursuant to Title 6, Section 18-209 of the Limited Liability Company Act of the State of Delaware and Title 15 Section 8547G of the Pennsylvania Consolidated Statutes between Carnegie Interstate Pipeline, LLC, a Delaware limited liability company and Equitrans, L.P., a Pennsylvania limited partnership.

WHEREAS, the constituent limited liability company and the constituent limited partnership desire to merge into a single limited partnership.

NOW, THEREFORE, the limited liability company and the limited partnership parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

FIRST: Effective January 1, 2004, at 12:03 a.m. EST, Carnegie Interstate Pipeline, LLC shall merge with and into Equitrans, L.P., and Equitrans, L.P. shall be the surviving entity.

SECOND: The Certificate of Limited Partnership of Equitrans, L.P. as in effect on the date of the merger provided in this Agreement, shall continue in full force and effect as the Certificate of Limited Partnership of the limited partnership surviving this merger.

THIRD: This Agreement will be kept on file at the place of business of the surviving limited partnership, whose address is as follows:

Equitrans, L.P.
One Oxford Centre, Ste. 3300
Pittsburgh, PA 15214

2003110-429

FOURTH: The terms and conditions of the merger are as follows:

- (a) The limited partnership agreement of the surviving limited partnership as it shall exist on the effective date of this Agreement shall be and remain the limited partnership agreement of the surviving limited partnership until the same shall be altered, amended and repealed as therein provided.
- (b) The officers of the surviving limited partnership shall continue in office until their successors shall have been elected and qualified.
- (c) Upon the merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the merged limited liability company shall be transferred to, vested in and devolved upon the surviving limited partnership without further act or deed and all property, rights, and every other interest of the surviving limited partnership and of the merged limited liability company shall be effectively the property of the surviving limited partnership as they were of the limited partnership and the merged limited liability company, respectively. The merged limited liability company hereby agrees from time to time, as and when requested by the surviving limited partnership or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the surviving limited partnership may deem to be necessary or desirable in order to vest in and confirm to the surviving limited partnership title to and possession of any property of the merged limited liability company acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers and managers of the merged limited liability company and the proper officers and partners of the surviving limited partnership are fully authorized in the name of the merged limited liability company or otherwise to take any and all such action.
- (d) The membership interests of Carnegie Interstate Pipeline, LLC shall be cancelled at the effective time.

FIFTH: The general partner of Equitrans, L.P. and the Members of Carnegie Interstate Pipeline, LLC may amend, and either of such parties may terminate, this Agreement at any time prior to its effective date, subject to applicable law.

2003110-430

IN WITNESS WHEREOF, the parties to this agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective Members and General Partner, respectively, have caused these presents to be executed by a Manager and the General Partner of the parties hereto as the respective act, deed and agreement of said limited liability company and limited partnership on this 29th day of December 2003.

ATTEST:

CARNEGIE INTERSTATE PIPELINE, LLC

Jean F. Marks
Assistant Corporate Secretary
Jean F. Marks

By: David L. Porges
David L. Porges
Manager

ATTEST:

EQUITRANS, L.P.

Jean F. Marks
Assistant Corporate Secretary
Jean F. Marks

By: Johanna G. O'Loughlin
Johanna G. O'Loughlin, Senior
Vice President, General Counsel and
Secretary for Equitable Resources, Inc.
the General Partner

REPLACEMENT
AGREEMENT AND PLAN OF MERGER

BETWEEN

CARNEGIE INTERSTATE PIPELINE, LLC

AND

EQUITRANS, L.P.

AGREEMENT AND PLAN OF MERGER dated this 29th day of December 2003, pursuant to Title 6, Section 18-209 of the Limited Liability Company Act of the State of Delaware and Title 15 Section 8547G of the Pennsylvania Consolidated Statutes between Carnegie Interstate Pipeline, LLC, a Delaware limited liability company and Equitrans, L.P., a Pennsylvania limited partnership.

WHEREAS, the constituent limited liability company and the constituent limited partnership desire to merge into a single limited partnership.

NOW, THEREFORE, the limited liability company and the limited partnership parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

FIRST: Effective January 1, 2004, at 12:03 a.m. EST, Carnegie Interstate Pipeline, LLC shall merge with and into Equitrans, L.P., and Equitrans, L.P. shall be the surviving entity.

SECOND: The Certificate of Limited Partnership of Equitrans, L.P. as in effect on the date of the merger provided in this Agreement, shall continue in full force and effect as the Certificate of Limited Partnership of the limited partnership surviving this merger.

THIRD: This Agreement will be kept on file at the place of business of the surviving limited partnership, whose address is as follows:

Equitrans, L.P.
One Oxford Centre, Ste. 3300
Pittsburgh, PA 15214

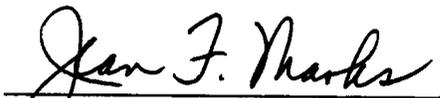
FOURTH: The terms and conditions of the merger are as follows:

- (a) The limited partnership agreement of the surviving limited partnership as it shall exist on the effective date of this Agreement shall be and remain the limited partnership agreement of the surviving limited partnership until the same shall be altered, amended and repealed as therein provided.
- (b) The officers of the surviving limited partnership shall continue in office until their successors shall have been elected and qualified.
- (c) Upon the merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the merged limited liability company shall be transferred to, vested in and devolved upon the surviving limited partnership without further act or deed and all property, rights, and every other interest of the surviving limited partnership and of the merged limited liability company shall be effectively the property of the surviving limited partnership as they were of the limited partnership and the merged limited liability company, respectively. The merged limited liability company hereby agrees from time to time, as and when requested by the surviving limited partnership or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the surviving limited partnership may deem to be necessary or desirable in order to vest in and confirm to the surviving limited partnership title to and possession of any property of the merged limited liability company acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers and managers of the merged limited liability company and the proper officers and partners of the surviving limited partnership are fully authorized in the name of the merged limited liability company or otherwise to take any and all such action.
- (d) The membership interests of Carnegie Interstate Pipeline, LLC shall be cancelled at the effective time.

FIFTH: The general partner of Equitrans, L.P. and the Members of Carnegie Interstate Pipeline, LLC may amend, and either of such parties may terminate, this Agreement at any time prior to its effective date, subject to applicable law.

IN WITNESS WHEREOF, the parties to this agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective Members and General Partner, respectively, have caused these presents to be executed by a Manager and the General Partner of the parties hereto as the respective act, deed and agreement of said limited liability company and limited partnership on this 29th day of December 2003.

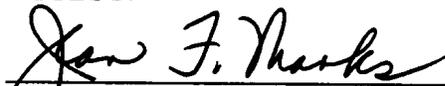
ATTEST:


Assistant Corporate Secretary
Jean F. Marks

CARNEGIE INTERSTATE PIPELINE, LLC

By: 
David L. Porges
Manager

ATTEST:


Assistant Corporate Secretary
Jean F. Marks

EQUITRANS, L.P.

By: 
Frederick K. Dalena
Vice President of ET Blue Grass Company,
the General Partner of Equitrans, LP

963-1610

Microfilm Number _____

Filed with the Department of State on APR 25 1996

Entity Number 2666147

[Signature]
Secretary of the Commonwealth [Signature]

CERTIFICATE OF AMENDMENT-LIMITED PARTNERSHIP

In compliance with the requirements of 15 Pa.C.S. § 8512 (relating to certificate of amendment), the undersigned limited partnership, desiring to amend its Certificate of Limited Partnership, hereby certifies that:

1. The name of the limited partnership is: Equitrans, L.P.

2. The date of filing of the original Certificate of Limited Partnership is: November 17, 1995

3. (Check, and if appropriate complete, one of the following):

The amendment adopted by the limited partnership, set forth in full, is as follows:

EQT Capital Corporation withdraws as a general partner and ET Blue Grass Company
is admitted as a general partner. The address of ET Blue Grass Company is
3500 Park Lane, Pittsburgh, Pennsylvania 15275

The amendment adopted by the limited partnership is set forth in full in Exhibit A attached hereto and made a part hereof.

4. (Check, and if appropriate complete, one of the following):

The amendment shall be effective upon filing this Certificate of Amendment in the Department of State.

The amendment shall be effective on: _____ at _____
Date Hour

5. (Check if the amendment restates the Certificate of Limited Partnership):

The restated Certificate of Limited Partnership supersedes the original Certificate of Limited Partnership and all amendments thereto.

IN TESTIMONY WHEREOF, the undersigned limited partnership has caused this Certificate of Amendment to be executed this day of April, 1996.

EQT Capital Corporation
(Name of Partnership)

By: [Signature]
(Signature)

ET Blue Grass Company
(Name of Partnership)

By: [Signature]
(Signature)

TITLE: President

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU

Certificate of Amendment-Domestic
(15 Pa.C.S.)

- Limited Partnership (§ 8512)
- Limited Liability Company (§ 8951)

Name	CT COUNTER		
Address	CT COUNTER		
City	State	Zip Code	
8505346	50 PA	1	

Document will be returned to the name and address you enter to the left.



Fee: \$70

In compliance with the requirements of the applicable provisions (relating to certificate of amendment), the undersigned, desiring to amend its Certificate of Limited Partnership/Organization, hereby certifies that:

1. The name of the limited partnership/limited liability company is:
Equitrans, L.P.

2. The date of filing of the original Certificate of Limited Partnership/Organization: 11/17/1995

3. Check, and if appropriate complete, one of the following:

- The amendment adopted by the limited partnership/limited liability company, set forth in full, is as follows:
ET Blue Grass Company withdraws as a general partner and Equitrans Services, LLC is admitted as a general partner. The address of Equitrans Services, LLC is 625 Liberty Ave., Pittsburgh, PA 15222.
- The amendment adopted by the limited partnership/limited liability company is set forth in full in Exhibit A attached hereto and made a part hereof.

4. Check, and if appropriate complete, one of the following:

- The amendment shall be effective upon filing this Certificate of Amendment in the Department of State.
- The amendment shall be effective on: _____ at _____.
Date Hour

2012 JUL -2 PM 4: 48
PA DEPT OF STATE

5. Check if the amendment restates the Certificate of Limited Partnership/Organization:

The restated Certificate of Limited Partnership/Organization supersedes the original Certificate of Limited Partnership/Organization and all previous amendments thereto.

IN TESTIMONY WHEREOF, the undersigned limited partnership/limited liability company has caused this Certificate of Amendment to be executed this

_____ day of July, 2012.

Equitrans, L.P.
ET Blue Grass Company, withdrawing
general partner

Name of Limited Partnership/Limited Liability Company

[Handwritten Signature]

Signature

EVP

Title

[Handwritten Signature]
Lew

Equitrans Services, LLC, new general partner

By: Equitrans Investments, LLC,
its sole member

By: EQT Midstream Partners, LP,
its sole member

By: EQT Midstream Services, LLC,
its general partner

Signature

Title

5. Check if the amendment restates the Certificate of Limited Partnership/Organization:

The restated Certificate of Limited Partnership/Organization supersedes the original Certificate of Limited Partnership/Organization and all previous amendments thereto.

IN TESTIMONY WHEREOF, the undersigned limited partnership/limited liability company has caused this Certificate of Amendment to be executed this

_____ day of July, 2012.

Equitrans, L.P.
ET Blue Grass Company, withdrawing
general partner

Name of Limited Partnership/Limited Liability Company

Signature

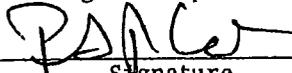
Title

Equitrans Services, LLC, new general partner

By: Equitrans Investments, LLC,
its sole member

By: EQT Midstream Partners, LP,
its sole member

By: EQT Midstream Services, LLC,
its general partner



Signature

SVP & CFO

Title


Legal

Docketing Statement (Changes)
DSCB:15-134B

BUREAU USE ONLY:

Revenue Labor & Industry

Other _____

File Code _____ Filed Date _____

Part I. Complete for each filing:

Current name of entity or registrant (<i>survivor or new entity if merger or consolidation</i>): Equitrans, L.P.			
Entity number, if known:	2666147	Incorporation/qualification date in PA:	11/17/1995
State of Inc:	PA	Federal EIN:	
		Specified effective date, if any:	

Part II. Check proper box:

<input checked="" type="checkbox"/> Amendment (complete Section A)	<input type="checkbox"/> Merger, Consolidation or Division (complete Section B,C or D)
<input type="checkbox"/> Consolidation (complete Section C)	<input type="checkbox"/> Division (complete Section D)
<input type="checkbox"/> Conversion (complete Section A & E)	<input type="checkbox"/> Correction (complete Section A)
<input type="checkbox"/> Termination (complete Section H)	<input type="checkbox"/> Revival (complete Section G)
<input type="checkbox"/> Dissolution before Commencement of Business (complete Section F)	

<input checked="" type="checkbox"/> Section A – Check box(es) which pertain to changes:			
___ Name:			
___ Registered Office: Number & street/RD number & box number City State Zip County			
___ Purpose:			
___ Stock (aggregate number of share authorized): _____		___ Effective date: _____	
___ Term of Existence: _____		<input checked="" type="checkbox"/> Other: <u>Change in general partner.</u>	

<input type="checkbox"/> Section B – Merger Complete Section A if any changes to surviving entity: Merging Entities are: (<i>attach sheet for additional merging entities</i>)		
Name:		Entity #, if known:
Effective date:	Inc./qual. date in PA.	State of Inc.
Name:		Entity #, if known:
Effective date:	Inc./qual. date in PA.	State of Inc.

Annex G

Certificate of Amendment

Entity #: 2666147
Date Filed: 07/02/2012
Carol Aichele
Secretary of the Commonwealth

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU

Certificate of Amendment-Domestic
(15 Pa.C.S.)

- Limited Partnership (§ 8512)
 Limited Liability Company (§ 8951)

Name	CT COUNTER		
Address	CT COUNTER		
City	State	Zip Code	
8505346	SO	PA 17	

Document will be returned to the name and address you enter to the left.

Commonwealth of Pennsylvania
LIMITED PARTNERSHIP AMENDMENT 5 Page(s)



Fee: \$70

In compliance with the requirements of the applicable provisions (relating to certificate of amendment), the undersigned, desiring to amend its Certificate of Limited Partnership/Organization, hereby certifies that:

1. The name of the limited partnership/limited liability company is:
Equitrans, L.P.

2. The date of filing of the original Certificate of Limited Partnership/Organization: 11/17/1995

3. Check, and if appropriate complete, one of the following:

The amendment adopted by the limited partnership/limited liability company, set forth in full, is as follows:

ET Blue Grass Company withdraws as a general partner and Equitrans Services, LLC is admitted as a general partner. The address of Equitrans Services, LLC is 625 Liberty Ave., Pittsburgh, PA 15222.

The amendment adopted by the limited partnership/limited liability company is set forth in full in Exhibit A attached hereto and made a part hereof.

4. Check, and if appropriate complete, one of the following:

The amendment shall be effective upon filing this Certificate of Amendment in the Department of State.

The amendment shall be effective on: _____ at _____
Date Hour

PA064-06/29/2012 2:13 PM 4: 58

PA DEPT OF STATE

5. Check if the amendment restates the Certificate of Limited Partnership/Organization:

The restated Certificate of Limited Partnership/Organization supersedes the original Certificate of Limited Partnership/Organization and all previous amendments thereto.

IN TESTIMONY WHEREOF, the undersigned limited partnership/limited liability company has caused this Certificate of Amendment to be executed this

_____ day of July, 2012.

Equitrans, L.P.
ET Blue Grass Company, withdrawing
general partner

Name of Limited Partnership/Limited Liability Company

[Handwritten Signature]

Signature

EVP

Title

[Handwritten Initials]
[Handwritten Name]

Equitrans Services, LLC, new general partner

By: Equitrans Investments, LLC,
its sole member

By: EQT Midstream Partners, LP,
its sole member

By: EQT Midstream Services, LLC,
its general partner

Signature

Title

5. Check if the amendment restates the Certificate of Limited Partnership/Organization:

The restated Certificate of Limited Partnership/Organization supersedes the original Certificate of Limited Partnership/Organization and all previous amendments thereto.

IN TESTIMONY WHEREOF, the undersigned limited partnership/limited liability company has caused this Certificate of Amendment to be executed this

_____ day of July, 2012.

Equitrans, L.P.
ET Blue Grass Company, withdrawing
general partner

Name of Limited Partnership/Limited Liability Company

Signature

Title

Equitrans Services, LLC, new general partner

By: Equitrans Investments, LLC,
its sole member

By: EQT Midstream Partners, LP,
its sole member

By: EQT Midstream Services, LLC,
its general partner

PSACer

Signature

SVP & CFO

Title

QAN
Legal

**FOURTH AMENDED AND RESTATED LIMITED PARTNERSHIP
AGREEMENT**

THIS FOURTH AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT of Equitrans, L.P., a Pennsylvania limited partnership (the "Partnership"), is dated as of July 2, 2012 (this "Agreement"), by and among Equitrans Services, LLC, a Delaware limited liability company hereinafter called the "General Partner," and Equitrans Investments, LLC, a Delaware limited liability company ("Equitrans Investments" or a "Limited Partner" and together with any future limited partners, the "Limited Partners"). The General Partner and the Limited Partner are hereinafter sometimes collectively called the "Partners."

WHEREAS, the Partnership was formed in the Commonwealth of Pennsylvania on November 17, 1995; and

WHEREAS, pursuant to the terms of the Contribution, Conveyance and Assumption Agreement by and among EQT Midstream Partners, LP, EQT Midstream Services, LLC, Limited Partner, the Partnership, the General Partner, EQT Midstream Investments, LLC, EQT Investments Holdings, LLC, ET Blue Grass, LLC and EQT Corporation dated as of the date hereof (the "Contribution Agreement"), (1) EQT Corporation has effected a series of contributions and conveyances that resulted in the Limited Partner owning the 97.25% limited partnership interest of the Partnership formerly owned by EQT Corporation and (2) ET Blue Grass, LLC has effected a series of contributions and conveyances that resulted in the General Partner owning the 2.75% general partnership interest in the Partnership formerly owned by ET Blue Grass, LLC; and

WHEREAS, the General Partner and the Limited Partner desire to amend and restate the Third Amended and Restated Limited Partnership Agreement to reflect the effectiveness as of the date hereof of these contributions and conveyances of the general partnership interest held by ET Blue Grass, LLC to the General Partner and of the limited partnership interest held by EQT Corporation to the Limited Partner, among other changes.

NOW, THEREFORE BE IT RESOLVED, in consideration for the mutual covenants, agreements, provisions hereinafter contained, and intending to be legally bound hereby, the Partners do hereby agree as follows:

**ARTICLE I
NAME OF PARTNERSHIP**

1.1. The name of the Partnership shall be Equitrans, L.P. The General Partner may change the name of the Partnership at any time and from time to time.

**ARTICLE II
PURPOSES**

2.1. The purposes of the Partnership are as follows:

2.1.1. to own, operate and dispose of certain midstream assets originally acquired from Equitrans, Inc., a Delaware corporation, and to acquire, own, operate and dispose of additional midstream assets.

2.1.2. to do any and all other acts and things which may be necessary, incidental or convenient to carry on the foregoing purposes of the Partnership.

2.1.3. to engage in any lawful act or activity which limited partnerships may conduct under the Pennsylvania Revised Uniform Limited Partnership Act.

2.2. The purposes described in Section 2.1 are collectively referred to herein as the "Business" of the Partnership.

ARTICLE III PRINCIPAL PLACE OF BUSINESS

3.1. The principal place of business of the Partnership shall be in Pittsburgh, Pennsylvania and the mailing address of the Partnership shall be 625 Liberty Avenue, Suite 1700, Pittsburgh, Pennsylvania 15222 or such other location as the General Partner may determine.

ARTICLE IV TERM

4.1. The term of the Partnership commenced upon the filing of the Certificate of Limited Partnership (the "Certificate") with the Secretary of State of the Commonwealth of Pennsylvania on November 17, 1995 in accordance with the Pennsylvania Revised Uniform Limited Partnership Act. The Managing Partner, as hereinafter defined in Section 6.1, has caused a Certificate of Amendment to the Certificate ("Certificate of Amendment") to be filed in accordance with the Pennsylvania Uniform Limited Partnership Act to reflect the withdrawal of ET Blue Grass, LLC as the general partner of the Partnership and the admission of the General Partner as the general partner of the Partnership. The Managing General Partner will cause the Partnership to be qualified as a foreign limited partnership under the laws of any other state the Managing Partner deems necessary or advisable for the furtherance and accomplishment of the Business of the Partnership. The Partnership shall remain in existence until dissolved as set forth in Article XI hereof. The Managing Partner shall file and record any other amendments to the Certificate required by applicable law, any fictitious name certificates and any other documents required by or appropriate under the laws of any jurisdiction in which the Partnership shall carry on its Business as necessary or appropriate in connection with the preservation of the limited liability of the Limited Partners.

ARTICLE V CAPITAL CONTRIBUTIONS, FUNDING REQUIREMENTS

5.1. As a result of the conveyances and contributions pursuant to the Contribution Agreement, the General Partner is the sole general partner of the Partnership and owns a 2.75% general partnership interest in the Partnership, and the Limited Partner is the sole

limited partner of the Partnership and owns the 97.25% limited partnership interest in the Partnership. Set forth on Schedule A hereto opposite the name and address of each Partner is its percentage share in the profits and losses and capital of the Partnership ("Profit and Loss Percentage"). Schedule A may be updated from time to time to reflect future capital contributions by the General Partner or Limited Partners.

5.2. The General Partner may advance all funds, including working capital when and as required in the sole and absolute discretion of the General Partner to carry out the purposes of the Partnership.

5.3. Except as otherwise provided by the Pennsylvania Revised Uniform Limited Partnership Act, the Limited Partner has no obligation to contribute cash or any property to the Partnership or to perform any services on behalf of the Partnership. In addition, the Limited Partner shall not be liable, solely by reason of being a limited partner, for any debt, obligation or liability of the Partnership of any kind or for the acts of any partner, agent or employee of the Partnership.

5.4. A Partner shall not have any obligation to the Partnership or to any other Partner to restore any negative balance in his capital account except that upon liquidation of the Partnership each Partner with a negative balance shall be required to do so. No Partner may withdraw capital or receive any distributions except as specifically provided herein. No interest shall be paid by the Partnership on any capital contributions to the Partnership.

ARTICLE VI MANAGEMENT OF THE PARTNERSHIP

6.1. Except as specifically provided in this Agreement, the business and affairs of the Partnership shall be controlled by the General Partner, which shall also be the Managing Partner of the Partnership.

6.2. The General Partner shall have full, exclusive and complete discretion in the management and control of the business of the Partnership, shall have full power and authority to do all things deemed necessary or desirable in pursuing the business of the Partnership, and shall have all such other powers of a general partner in a partnership formed under Pennsylvania law without limited partners, the exercise of which are consistent with the Business of the Partnership.

6.3. In addition to the other rights and powers granted to the General Partner, the General Partner shall have the right, upon such terms and conditions as it, in its sole and absolute discretion, may deem advisable:

6.3.1. to appoint officers to assist in carrying out the General Partner's directions and the day-to-day activities of the Partnership, and to remove any such officers with or without cause in its sole discretion, PROVIDED that no such officer shall be permitted to bind the Partnership without the prior consent of the General Partner with respect to extraordinary matters as described in Section 6.4;

6.3.2. to cause the Partnership (i) to execute and deliver any contract, amendment, supplement or other document relating to the Business and (ii) subject to the terms of this Agreement, to exercise the rights and fulfill the obligations of the Partnership under applicable law;

6.3.3. to acquire, use, or dispose of the assets of the Partnership for any purpose and on any terms it sees fit;

6.3.4. to borrow money on the general credit of the Partnership for use in the Partnership's Business;

6.3.5. to make any reasonable expenditures in respect of the Business of the Partnership and take all action reasonably necessary in connection with the maintenance, operation and management thereof;

6.3.6. to retain, engage, employ and discharge at the expense of, and for the benefit of, the Partnership such persons, firms or corporations (whether or not any Partner is employed by or is, directly or indirectly, connected with such person, firm or corporation), as employees, consultants, accountants, attorneys, brokers, agents, and other professionals as it, in its sole and absolute discretion, shall deem advisable in connection with the Business of the Partnership;

6.3.7. to bring or defend, pay, collect, compromise, arbitrate, resort to legal action or otherwise adjust claims or demands of or against the Partnership; and

6.3.8. to admit new limited partners with interests in the capital and profits of the Partnership, whether such interests are senior to the interest in the capital and profits of the existing Partners; PROVIDED HOWEVER, that the reduction in the Profit and Loss Percentages of the existing Partners resulting from the admission of such new limited partners shall affect the then existing Partners pro rata in proportion to their respective Profit and Loss Percentages.

6.4. Notwithstanding anything herein to the contrary, no officer shall take any action without approval of the General Partner with respect to an extraordinary matter that would have, or could reasonably be expected to have, a material effect, directly or indirectly, on the Partnership or its Business, including but not limited to the following: (i) commencement of any action relating to bankruptcy, insolvency, reorganization or relief of debtors by the Partnership; (ii) a merger, consolidation, recapitalization or similar transaction involving the Partnership; (iii) a sale, exchange or other transfer not in the ordinary course of business of a substantial portion of the assets of the Partnership, viewed on a consolidated basis, in one or a series of related transactions; (iv) a dissolution or liquidation of the Partnership; and (v) the prosecution, settlement or management of any claim made against the Partnership.

6.5. The Limited Partners shall take no part in the management of the Partnership and shall have no authority to act on behalf of, or to bind, the Partnership in their capacity as limited partners. The Limited Partners may serve as a contractor or vendor to the Partnership under rates, terms and conditions to be negotiated with the Partnership.

6.6. A Partner may make, at its option, loans ("Partner Loans") to the Partnership from time to time. Partner Loans shall be repaid out of funds available for distribution pursuant to Section 7.1 hereof and shall be repaid prior to making any distribution to any Partner pursuant hereto.

6.7. All Partnership assets, whether tangible or intangible, shall be owned by the Partnership as an entity, and no Partner shall have any ownership interest in such Partnership assets. All of the Partnership assets shall be recorded as the property of the Partnership on its books and records, irrespective of the name in which legal title to such Partnership assets is held.

ARTICLE VII DISTRIBUTIONS

7.1. The General Partner shall cause the Partnership to distribute to the Partners such amounts of cash or other property which the General Partner shall at any time reasonably determine to be in excess of the reasonable needs and obligations of the Partnership within thirty days following the date of such determination, all such amounts to be distributed in the following strict order of priority:

7.1.1. First, all Partner Loans together with accrued interest thereon shall be repaid in full. If such amounts are not sufficient to repay in full the interest and principal of all Partner Loans, then first the accrued interest and next the principal thereof shall be paid pro rata in proportion to the total sum owned to all Partners;

7.1.2. Second, the balance to the Partners pro rata in proportion to their Profit and Loss Percentages.

ARTICLE VIII TRANSFER OF A GENERAL PARTNER'S INTEREST AND RIGHT TO CONTINUE THE BUSINESS OF THE PARTNERSHIP

8.1. In the event of the withdrawal, incompetency, bankruptcy, liquidation or dissolution of the General Partner, the Partnership shall be terminated and dissolved pursuant to Article XI hereof unless both (i) within ninety days after the occurrence of such event, the Limited Partners then elect to continue the business of the Partnership and (ii) all the obligations of the General Partner hereunder are assumed by a successor General Partner approved by the Limited Partners. In the event of any such election or assumption, the relationship of the Partners and of any person who has acquired an interest of a Partner in the Partnership shall be governed by this Agreement.

8.2. The admission of any person as a successor General Partner shall be conditioned in each case upon such person's written acceptance and adoption of all of the terms and provisions of this Agreement.

**ARTICLE IX
TRANSFER OF A LIMITED PARTNER'S INTEREST**

9.1. The Limited Partners shall not have the right to sell, assign, dispose of, hypothecate or otherwise transfer all or any part of their interest in the capital and profits of the Partnership ("Limited Partnership Interest") without prior written approval of the General Partner and subject to Sections 9.3 and 9.4 hereof. The transferee of such interest shall become a substitute Limited Partner only upon the terms and conditions set forth in Article IX hereof. No sale, assignment, disposition or other transfer shall be binding upon the General Partner until written notice thereof is received by the General Partner.

9.2. The withdrawal, removal, dissolution or bankruptcy of any Limited Partner shall not dissolve or terminate the Partnership. In the event of such dissolution or bankruptcy, the legal representative of such Limited Partner shall be deemed to be the assignee of such Limited Partner's Partnership Interest and may become a substitute Limited Partner upon the terms and conditions set forth in Sections 9.3 and 9.4 hereof. Such representative shall be responsible for all the obligations to the Partnership of such Limited Partner.

9.3. The General Partner shall have the power, in its sole and absolute discretion, to admit as a substitute or additional Limited Partner any person who acquires the Partnership Interest, or any part thereof, of a Limited Partner or of a General Partner. The General Partner's failure or refusal to admit a transferee as a substitute or additional Limited Partner shall not affect the right of such transferee to receive distributions of proceeds pursuant to Article VII hereof to which his predecessor in interest was entitled.

9.4. The admission of any person as a substitute or additional Limited Partner shall be conditioned upon such person's written acceptance and adoption of all of the terms and provisions of this Agreement.

9.5. No permitted or purported transfer of all or any portion of any Partnership Interest by a Limited Partner shall effect a release of such Partner from its obligations hereunder unless an express written release is provided to the Limited Partner by the General Partner.

**ARTICLE X
TRANSFERS**

10.1. Any person who acquires in any manner whatsoever any interest in the Partnership, irrespective of whether such person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefit of the acquisition thereof to have agreed to be subject to and bound by all the obligations of this Agreement to or by which any predecessor in interest of such person was subject or bound.

10.2. Notwithstanding anything in this Agreement to the contrary, no transfer of any Partnership Interest by any Partner shall be made if such transfer (a) would result in the Partnership being treated as a corporation for Federal or State income tax purposes, (b)

would affect the Partnership existence or qualification under the Pennsylvania Limited Partnership Act, 15 Pa. C.S. §§8501 .e1., or (c) would violate the law, rules or regulations of the Securities and Exchange Commission or any state securities commission.

ARTICLE XI DISSOLUTION AND TERMINATION

11.1. The Partnership shall be dissolved and its business wound up upon the earliest to occur of the following events:

11.1.1. By mutual consent, the withdrawal, bankruptcy, liquidation or dissolution of the General Partner, unless the conditions specified in Sections 9.1 and 9.2 hereof are satisfied.

11.2. Upon the termination and dissolution of the Partnership, the General Partner or, if there is no General Partner, any person elected to perform such liquidation by the written consent of the Limited Partners shall proceed with the liquidation of the Partnership.

11.3. The assets of the Partnership remaining after the provision for payment of all liabilities of the Partnership shall be distributed to the Partners in proportion to their Profit and Loss Percentages.

11.4. No termination or dissolution of the Partnership shall relieve a Partner from any obligation accruing prior to the date of such termination or dissolution.

11.5. Upon the completion of the distribution of Partnership assets as provided in Section 11.3, the Partnership shall be terminated and the General Partner or other designee shall cause the cancellation of the Certificate and all qualification as a foreign limited partnership in states other than the Commonwealth of Pennsylvania, and shall take such other actions as may be necessary to terminate the Partnership.

11.6. The right and power to terminate the Partnership shall at all times be subject to the obligations of the Partnership as a natural gas company under the Natural Gas Act and the jurisdiction of the Federal Energy Regulatory Commission, and no termination shall be effected unless all provisions of such Act shall have been complied with and any transfer of the Partnership's business and assets, including all certificates of public convenience and necessity shall have been validly abandoned under the provisions of such Act.

ARTICLE XII ACCOUNTING AND RELATED MATTERS

12.1. The fiscal year of the Partnership shall be the calendar year.

12.2. The General Partner, at the expense of the Partnership, shall keep, or cause to be kept, full and accurate records of all transactions of the Partnership.

12.3. All such records shall at all times be maintained at any office designated by the General Partner, and such office shall be open during reasonable business hours for the inspection and examination by any Limited Partner and its agents, all of whom shall have the right to make copies thereof and of any correspondence or other materials relating to or arising out of the Business of the Partnership.

12.4. The General Partner shall cause to be prepared the tax returns of the Partnership and a balance sheet and a report of the receipts, disbursements, net profits and losses and cash flow of the Partnership, and the share of the net profits and losses of each of the Partners for such fiscal year. The General Partner shall, promptly upon receipt of such balance sheet and report, transmit a copy thereof to the Limited Partners. The Partnership may retain such firm of independent certified public accountants as the General Partner shall reasonably select.

12.5. All property of the Partnership shall be held in the name of the Partnership or in the names of one or more nominees designated by the General Partner.

12.6. The funds of the Partnership shall be deposited in the name of the Partnership in such bank account or accounts as shall be designated by the General Partner or invested in such short-term obligations as the General Partner shall determine. All withdrawals from such accounts shall be made only as authorized by the General Partner and shall be made only by check, wire transfer, debit memorandum or other written instrument.

ARTICLE XIII INDEMNIFICATION

13.1. The term "Indemnitee" as used herein shall mean any of (i) the General Partner, (ii) any Person who is or was, directly or indirectly through one or more intermediaries controlling, controlled by or under common control with ("Affiliate") the Partnership, (iii) any Limited Partners who are Affiliates of the General Partner, (iv) any Person who is or was a manager, managing member, general partner, director, officer, fiduciary or trustee of the Partnership or any Affiliate of the Partnership, and (v) any person who is or was serving at the request of the Partnership or any Affiliate of the Partnership as an officer, director, managing member, manager, partner, fiduciary or trustee of another person; provided, however, that a Person shall not be an Indemnitee by reason of providing, on a fee-for-services basis, trustee, fiduciary or custodial services.

13.2. To the fullest extent permitted by applicable law but subject to the limitations expressly provided in this Agreement, all Indemnitees shall be indemnified and held harmless by the Partnership from and against any and all losses, claims, damages, liabilities, joint or several, expenses (including legal fees and expenses), judgments, fines, penalties, interest, settlements or other amounts arising from any and all threatened, pending or completed claims, demands, actions, suits or proceedings, whether civil, criminal, administrative or investigative, and whether formal or informal and including appeals, in which any Indemnitee may be involved, or is threatened to be involved, as a party or otherwise, by reason of its status as an Indemnitee and acting (or refraining to act) in such capacity on behalf of or for the benefit of the Company; provided, however,

that the Indemnitee shall not be indemnified and held harmless pursuant to this Agreement if there has been a final and non-appealable judgment entered by a court of competent jurisdiction determining that, in respect of the matter for which the Indemnitee is seeking indemnification pursuant to this Agreement, the Indemnitee acted in bad faith or engaged in fraud, willful misconduct or, in the case of a criminal matter, acted with knowledge that the Indemnitee's conduct was unlawful. Any indemnification pursuant to this Article XIII shall be made only out of the assets of the Partnership, it being agreed that the General Partner shall not be personally liable for such indemnification and shall have no obligation to contribute or loan any monies or property to the Partnership to enable it to effectuate such indemnification.

13.3. To the fullest extent permitted by applicable law, expenses (including legal fees and expenses) incurred by an Indemnitee who is indemnified pursuant to Section 13.2 in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Partnership prior to a final and non-appealable judgment entered by a court of competent jurisdiction determining that, in respect of the matter for which the Indemnitee is seeking indemnification pursuant to this Article XIII, the Indemnitee is not entitled to be indemnified upon receipt by the Partnership of any undertaking by or on behalf of the Indemnitee to repay such amount if it shall be ultimately determined that the Indemnitee is not entitled to be indemnified as authorized by this Article XIII.

13.4. The indemnification provided by this Article XIII shall be in addition to any other rights to which an Indemnitee may be entitled under any agreement, as a matter of law, in equity or otherwise, both as to actions in the Indemnitee's capacity as an Indemnitee and as to actions in any other capacity, and shall continue as to an Indemnitee who has ceased to serve in such capacity and shall inure to the benefit of the heirs, successors, assigns and administrators of the Indemnitee.

13.5. The Partnership may purchase and maintain (or reimburse its Affiliates for the cost of) insurance on behalf of the General Partner, its Affiliates and such other persons as the General Partner shall determine, against any liability that may be asserted against or expense that may be incurred by such person in connection with the Partnership's activities or such person's activities on behalf of the Partnership, regardless of whether the Partnership would have the power to indemnify such person against such liability under the provisions of this Agreement.

13.6. For purposes of this Article XIII, the Partnership shall be deemed to have requested an Indemnitee to serve as fiduciary of an employee benefit plan whenever the performance by it of its duties to the Partnership also imposes duties on, or otherwise involves services by, it to the plan or participants or beneficiaries of the plan; excise taxes assessed on an Indemnitee with respect to an employee benefit plan pursuant to applicable law shall constitute "fines" within the meaning of Article XIII; and action taken or omitted by it with respect to any employee benefit plan in the performance of its duties for a purpose reasonably believed by it to be in the best interest of the participants and beneficiaries of the plan shall be deemed to be for a purpose that is in the best interests of the Partnership.

13.7. In no event may an Indemnitee subject the Limited Partners to personal liability by reason of the indemnification provisions set forth in this Agreement.

13.8. An Indemnitee shall not be denied indemnification in whole or in part under this Article XIII because the Indemnitee had an interest in the transaction with respect to which the indemnification applies if the transaction was otherwise permitted by the terms of this Agreement.

13.9. The provisions of this Article XIII are for the benefit of the Indemnitees and their heirs, successors, assigns, executors and administrators and shall not be deemed to create any rights for the benefit of any other persons.

13.10. Any amendment, modification or repeal of this Article XIII or any provision hereof shall be prospective only and shall not in any way terminate, reduce or impair the right of any past, present or future Indemnitee to be indemnified by the Partnership, nor the obligations of the Partnership to indemnify any such Indemnitee under and in accordance with the provisions of this Article XIII as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

13.11. Notwithstanding anything to the contrary set forth in this Agreement, no Indemnitee shall be liable for monetary damages to the Partnership, the Limited Partners or any other person bound by this Agreement, for losses sustained or liabilities incurred as a result of any act or omission of an Indemnitee unless there has been a final and non-appealable judgment entered by a court of competent jurisdiction determining that, in respect of the matter in question, the Indemnitee acted in bad faith or engaged in fraud, willful misconduct or, in the case of a criminal matter, acted with knowledge that the Indemnitee's conduct was criminal.

13.12. The General Partner may exercise any of the powers granted to it by this Agreement and perform any of the duties imposed upon it hereunder either directly or by or through the its agents, and the General Partner shall not be responsible for any misconduct or negligence on the part of any such agent appointed by the General Partner in good faith.

13.13. To the extent that, at law or in equity, an Indemnitee has duties (including fiduciary duties) and liabilities relating thereto to the Partnership or to the Partners, the General Partner and any other Indemnitee acting in connection with the Partnership's business or affairs shall not be liable to the Partnership or to any Partner for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement to the extent that they restrict, eliminate or otherwise modify the duties and liabilities, including fiduciary duties, of the General Partner or any other Indemnitee otherwise existing at law or in equity, are agreed by the Partners to replace such other duties and liabilities of the General Partner and such other Indemnitee.

13.14. Any amendment, modification or repeal of Sections 13.11, 13.12 and 13.13 or any provision thereof shall be prospective only and shall not in any way affect the limitations on the liability of the Indemnitees under this Article XIII as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

ARTICLE XIV GENERAL

14.1. Whenever any notice, request or consent is required or permitted to be given hereunder, such notice, request or consent shall be in writing, signed by or on behalf of the person giving the notice, and shall be deemed to have been given when delivered by personal delivery or five days after it was mailed by registered mail, postage prepaid, addressed to the Partner to whom such notice or request is to be given at its address set forth on Schedule A hereto, or at such other address as shall be stated on a notice similarly given to the Partnership and all the Partners.

14.2. Except as herein otherwise provided to the contrary, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, successors and assigns. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of the Partnership.

14.3. The Limited Partners hereby constitute and appoint the General Partner as their true and lawful attorney-in-fact, to make, execute, sign, acknowledge, record or file with respect to the Partnership:

14.3.1. the Certificate of Limited Partnership, any amendment or supplement thereto required as a result of any amendment to this Agreement;

14.3.2. all instruments, documents or certificates, which may be deemed necessary or desirable by the General Partner to effect the admission of a substitute Limited Partner in accordance with the terms hereof or the termination of the Partnership upon its dissolution;

14.3.3. any fictitious name or similar certificate required by law to be filed on behalf of the Partnership; and

14.3.4. all such other instruments, documents and certificates which may from time to time be required by the laws of any jurisdiction, domestic or foreign, to effectuate, implement, continue and defend the valid and subsisting existence of the Partnership and its power to carry out its purposes as set forth in this Agreement; PROVIDED, HOWEVER, that the General Partner shall not have any authority to take any action as such attorneys in-fact which could in any way increase the liability of any Limited Partner beyond that expressly set forth herein.

14.4. This Agreement may not be modified or amended without first, the written consent of the Limited Partners and the General Partner.

14.5. This Agreement shall be construed in accordance with and governed by the laws and decisions of the Commonwealth of Pennsylvania without regard to the conflicts of law principles thereof.

14.6. Any party may waive in writing compliance by the other with any of the covenants or conditions contained in this Agreement (except such as may be imposed by law which cannot be waived). Any waiver by any party of any breach of or failure to comply with any provisions of this Agreement by the other party or parties shall not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other breach of, or failure to comply with, any other provision of this Agreement.

14.7. The parties agree that (i) the provisions of this Agreement shall be severable in the event that any of the provisions hereof are held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable; (ii) such invalid, void or otherwise unenforceable provisions shall be automatically replaced by other provisions which are as similar as possible in terms to such invalid, void or otherwise unenforceable provisions but are valid and enforceable; and (iii) the remaining provisions shall remain enforceable to the fullest extent permitted by law.

14.8. This Fourth Amended and Restated Limited Partnership Agreement amends and restates the Third Amended and Restated Limited Partnership Agreement of the Partnership dated December 31, 2010.

14.9. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings between the parties with respect to such subject matter.

EQUITRANS INVESTMENTS, LLC

By: EQT Midstream Partners, LP,
its sole member

By: EQT Midstream Services, LLC,
its general partner

By: PPG
Name: Philip P. Conti
Title: SVP & CFO

EQUITRANS SERVICES, LLC

By: Equitrans Investments, LLC,
its sole member

By: EQT Midstream Partners, LP,
its sole member

By: EQT Midstream Services, LLC,
its general partner

By: PPG
Name: Philip P. Conti
Title: SVP & CFO

PPG

SCHEDULE A

**PROFIT AND LOSS
PERCENTAGE**

Equitrans Investments, LLC 97.25%
625 Liberty Avenue, Suite 1700
Pittsburgh, PA 15222

Equitrans Services, LLC 2.75%
625 Liberty Avenue, Suite 1700
Pittsburgh, PA 15222

