

PSC NO: 8 GAS
NATIONAL FUEL GAS DISTRIBUTION CORPORATION
INITIAL EFFECTIVE DATE: 08/31/11

LEAF: 120
REVISION: 2
SUPERSEDING REVISION: 1

GENERAL INFORMATION

II. 26. CONTINUED

The Company will read the meter(s) measuring consumption at Customer's facility on or about the last business day of each billing month.

Each party shall have constant access to the meters and access, upon reasonable notice and during business hours, to meter charts and records.

5. Customer warrants the title to all gas delivered to the Company under the TSA and shall indemnify and save harmless the Company from all suits, actions, accounts, costs, losses and expenses (including attorney's fees) arising from or connected with the adverse claim of any person or persons to the gas received, transported or delivered under the TSA. Customer assumes all responsibility for all royalties, licenses, taxes and charges to which the gas transported, or the transportation service, may be subject.
6. (a) It is expressly agreed and understood that until gas is delivered to the Company for transportation service, Customer shall be deemed to be in exclusive possession and control thereof and shall indemnify and save the Company harmless for and against any liability or loss whatsoever (including costs and attorney fees in connection therewith) due to personal injury or death or damage to or destruction of property arising out of and occurring during Customer's possession of any gas to be delivered hereunder.

Issued by A. M. Cellino, President, 6363 Main Street, Williamsville NY 14221
(Name of Officer, Title, Address)