

PSC NO: 8 GAS
NATIONAL FUEL GAS DISTRIBUTION CORPORATION
INITIAL EFFECTIVE DATE: 10/01/03
ISSUED IN COMPLIANCE WITH ORDER IN CASE NO. 00-G-1858 DATED 9/18/03.

LEAF: 127
REVISION: 1
SUPERSEDING REVISION: 0

GENERAL INFORMATION (Cont'd)

II. 29. CONTINUED

B. Identification of CBA Customer

CBA Customers shall be identified by the Customer Consent Form(s), subject to the terms and conditions contained therein and under SC 18.

C. Term of Agreement

The term of this Agreement shall commence on _____ and shall continue through _____ unless otherwise terminated by the following events:

1. Default by Aggregator of any terms or conditions contained in this Agreement;
2. By mutual agreement of Company and Aggregator;
3. At the discretion of Company to the extent necessary to preserve system operational integrity;
4. Pursuant to an order of the Commission.

D. Aggregator's Duties and Obligations:

1. Aggregator hereby assumes primary responsibility for CBA Imbalances as calculated and billed by Company under SC 18.
2. CBA Imbalances shall be resolved as described under SC 18. Aggregator shall be billed for applicable imbalance services pursuant to the tariff.
3. All other terms and conditions under SC 18 and Company's tariff apply as if fully stated herein.

E. Company's Duties and Obligations:

1. Company shall accept Aggregator's CBA Group, as determined by CBA Customer Consent Form(s), and shall provide all services required to effectuate service under SC 18.
2. Company shall bill Aggregator on a monthly basis for services rendered.
3. All other terms and conditions under SC 18 and Company's tariff apply as if fully stated herein.

F. Rates and Charges:

Rates and charges for CBA service shall be billed to Aggregator pursuant to SC 18.

G. Consequences of Default:

In the event Aggregator fails to comply with any of the terms and conditions set forth herein and under SC 18, this Agreement shall terminate and Company shall refund Aggregator's security deposit minus amounts due Company for services rendered under SC 18 or any applicable Service Classification for past CBA Imbalances, fees, and residual CBA Imbalances, if applicable.

H. Incorporation by Reference:

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Issued by ~~D. F. Smith, President, 10 Lafayette Square, Buffalo NY 14203~~
(Name of Officer, Title, Address)