

..DID: 2035
 ..TXT: PSC NO: 8 GAS LEAF: 133
 COMPANY: NATIONAL FUEL GAS DISTRIBUTION CORPORATION REVISION: 0
 INITIAL EFFECTIVE DATE: 04/01/98 SUPERSEDING REVISION:
 STAMPS:
 Cancelled by 1 Rev. Leaf No. 133 Effective 06/01/1999
 RECEIVED: 01/05/98 STATUS: Cancelled EFFECTIVE: 04/01/98

GENERAL INFORMATION (Cont*d)

II. 32. CONTINUED

Company shall accept designation and appointment of Supplier, and identification of STBA Group, upon receipt of fully-executed Customer Consent Form(s), upon the terms and conditions contained in this Agreement and SC 19.

B. Identification of STBA Customers:

STBA Customers shall be identified by the Supplier on a list provided to the Company showing the name and account number of each STBA Customer for which Supplier has obtained an executed Customer Consent Form(s). By the first day of each month, for service commencing by the first day of the succeeding calendar month, Supplier will notify the Company of any Customer that is added or is deleted from Supplier's STBA Group by providing the Company with a Customer Consent Form for each additional STBA Customer or, in the case of deletions from the STBA Group, written notification thereof. Failure to provide the Company with such notification will be construed as Supplier's assent that the STBA Group has not changed.

C. Term of Agreement:

The term of this Agreement shall commence on _____ and shall continue through _____ unless otherwise terminated by mutual agreement or default of any terms and conditions applicable to service hereunder.

D. Supplier further agrees as follows:

1. Supplier will deliver natural gas to the Company's City Gate on behalf of STBA Customers included in Supplier's STBA Group.
2. Supplier is bound by the terms and conditions of the transportation service classification applicable to the STBA Customers in Supplier's STBA Group and Service Classification No. 19 in accordance with any changes or modifications thereof as approved by the Commission.
3. Supplier warrants that all information provided to the Company for the purpose of qualifying for service under Service Classification No. 19 is true, timely and accurate and Supplier acknowledges that such information has been provided to the Company for the purpose of inducing the Company to provide service pursuant to Service Classification No. 19.
4. As a condition of service under Service Classification No. 19, Supplier shall satisfy the credit criteria set forth in the General Information section of Company's tariff. Supplier acknowledges that its creditworthiness may be periodically reviewed during service hereunder, and any security requirement modified as determined by the Company to accommodate changes in the Supplier's financial standing, fitness to serve or ADDQ for Supplier's STBA Group.
5. Supplier acknowledges that its obligations to deliver natural gas on behalf of its STBA Customers will not be abated under any circumstances, including a breach of the obligations by any STBA Customer to the Supplier, except for events of Force Majeure as specified in Service Classification No. 19 or actions by the Company that prevent performance by Supplier.

E. Company's Duties and Obligations:

1. Company shall accept Supplier's STBA Group, as determined by STBA Customer Consent Form(s), and shall provide all services required to effectuate service under SC 19.
2. Company shall bill Supplier on a monthly basis for services rendered or to be rendered.

Issued by P.C. Ackerman, President, 10 Lafayette Square, Buffalo NY 14203
 (Name of Officer, Title, Address)