

..DID: 8223
..TXT: PSC NO: 8 GAS LEAF: 134
COMPANY: NATIONAL FUEL GAS DISTRIBUTION CORPORATION REVISION: 1
INITIAL EFFECTIVE DATE: 06/01/99 SUPERSEDING REVISION: 0
STAMPS: ISSUED IN COMPLIANCE WITH ORDER IN C. 98-M-1343 DATED 04/15/99.
RECEIVED: 04/26/99 STATUS: Effective EFFECTIVE: 06/01/99
GENERAL INFORMATION (Cont'd)

II. 32. CONTINUED

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.

6. Supplier shall comply with all applicable provisions of the UBPs for transacting business hereunder.

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.
3. Company shall comply with all applicable provisions of the UBPs for transacting business hereunder.
4. All other terms and conditions under SC 19 and Company's tariff apply as if fully stated herein.

F. Rates and Charges:

Rates and charges for STBA service shall be billed to Supplier pursuant to SC 19.

H. Incorporation by Reference:

A copy of the currently-effective form of SC 19 is attached hereto and is incorporated herein. If there is any inconsistency between this Agreement and SC 19, either as presently effective or as amended, then the provisions of SC 19 shall apply.

I. Notices:

All notices, invoices and other correspondence sent pursuant to this Agreement shall be addressed to the following parties:

To Company: National Fuel Gas Distribution Corporation
Gas Measurement Department
10 Lafayette Square, 14th Floor
Buffalo, New York 14203

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