

PSC NO: 9 GAS
NATIONAL FUEL GAS DISTRIBUTION CORPORATION
INITIAL EFFECTIVE DATE: 05/31/2016

SECTION: 4 LEAF: 5
REVISION: 0
SUPERSEDING REVISION:

SERVICE CLASSIFICATION No. 4 (Cont'd)

SUPPLEMENTAL SERVICE - Cont'd

The Customer's Maximum Daily Volume will remain in effect for a twelve month period, unless reestablished as set forth herein, and will be used by the Company for billing purposes during that term. If, in a subsequent winter month, the Customer exceeds the previously established Maximum Daily Volume, then the Customer will be deemed to have reestablished a Maximum Daily Volume equal to the higher volume of gas delivered to the Customer. The reestablished volume shall be the Maximum Daily Volume for a twelve month period commencing with the first month that the demand component of this rate reflects the reestablished Maximum Daily Volume.

After the expiration of the twelve month period, a new Maximum Daily Volume will be established, as set forth above, based on the Customer's consumption during the next winter month.

The term of this Agreement is in the time period during which the Customer receives supplemental service from the Company.

A Customer may not terminate service under this Service Classification until the end of the term of the Agreement unless the Customer pays the Company the present value of the remaining monies to be paid for the demand component of the rate, discounted with an annual interest rate of 12%.

All of the rates, terms and conditions of said Service Classification No. 4, and all of the other provisions of said Schedule For Gas Service to the extent not inconsistent therewith, shall be a part of this Agreement, are hereby incorporated by reference as if set forth in full, and are subject to the jurisdiction and directives of the Public Service Commission of the State of New York.

By entering into this Agreement the Customer certifies that said Customer meets the eligibility criteria for Service Classification No. 4 specified in the "Applicable To Use of Service For" provisions thereof.

All notices, bill for service, and other correspondence pursuant to this Agreement shall be addressed to the following:

(1) To the Customer:

(2) To the Company:

Carl M. Carlotti, President
National Fuel Gas Distribution Corporation
6363 Main Street
Williamsville, NY 14221

The foregoing may be changed by properly given written notice.

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