

PART 8 – FORMS OF SERVICE AGREEMENT

FT – Firm Transportation Service	Form 8.010
FT-S – Firm Transportation Service - Seasonal	Form 8.020
EFT – Enhanced Firm Transportation Service	Form 8.030
FST – Firm Storage Transportation Service	Form 8.040
IT – Interruptible Transportation Service	Form 8.050
PTR - Plant Thermal Reduction Transportation Service	Form 8.055
IAS – Interruptible Advance Service	Form 8.060
FSS – Firm Storage Service	Form 8.070
ESS – Enhanced Storage Service	Form 8.080
ISS – Interruptible Storage Service	Form 8.090
Reserved for Future Use	Form 8.100
Reserved for Future Use	Form 8.110
Reserved for Future Use	Form 8.120
Reserved for Future Use	Form 8.130
Reserved for Future Use	Form 8.140
SS-1 – 110-Day Underground Storage Service	Form 8.150
MPPAS – Market Pooling Point Aggregation Service	Form 8.160

**FORM OF SERVICE AGREEMENT
(FT Service)**

AGREEMENT made _____, by and between **NATIONAL FUEL GAS SUPPLY CORPORATION**, a Pennsylvania corporation, hereinafter called “Transporter” and _____, a _____, hereinafter called “Shipper.”

WHEREAS, Shipper has requested that Transporter transport natural gas; and

WHEREAS, Transporter has agreed to provide such transportation for Shipper subject to the terms and conditions hereof.

WITNESSETH: That, in consideration of the mutual covenants herein contained, the parties hereto agree that Transporter will transport for Shipper, on a firm basis, and Shipper will furnish, or cause to be furnished, to Transporter natural gas for such transportation during the term hereof, at the prices and on the terms and conditions hereinafter provided.

ARTICLE I

Quantities

Subject to the provisions of Transporter’s FT Rate Schedule, Transporter agrees to receive for Shipper’s account for transportation up to the following quantities of natural gas:

Contract Maximum Daily Transportation Quantity (MDTQ) of _____ Dekatherms (Dth)

Transporter agrees to deliver for Shipper’s account and Shipper agrees to accept delivery of the above quantities, provided, however, that Transporter will retain from the above quantities the applicable Transportation Fuel and Company Use retention and the applicable Transportation LAUF Retention.

ARTICLE II

Rate

Unless otherwise mutually agreed in a written amendment to this Agreement for the service provided by Transporter hereunder, Shipper shall pay Transporter the maximum rate provided under Rate Schedule FT set forth in Transporter’s effective FERC Gas Tariff.

In the event that Transporter places on file with the Federal Energy Regulatory Commission (“Commission”) another rate schedule which may be applicable to transportation service rendered hereunder, then Transporter, at its option, may from and after the effective date of such rate schedule, utilize such rate schedule in performance of this Agreement. Such a rate schedule(s) or superseding rate schedule(s) and any revisions thereof which shall be filed and become effective shall apply to and be a part of this Agreement. Transporter shall have the right to propose, file and make effective with the Commission, or other body having jurisdiction, changes and revisions of any effective rate schedule(s), or to propose, file, and make effective superseding rate schedules, for the purpose of changing the rate, charges, and other provisions thereof effective as to Shipper.

ARTICLE III

Term of Agreement

This Agreement shall be effective upon the date hereof. Service hereunder shall commence _____ (“Commencement Date”) and continue in effect for a [primary] term ending _____ [, and shall continue in effect thereafter unless and until terminated by either Shipper or Transporter upon (insert number as determined below) months’ advance written notice specifying as the termination date the expiration of the primary term or any anniversary thereof]. As of the Commencement Date, Transporter will stand ready to provide transportation service for Shipper pursuant to the terms of this Agreement, and Shipper shall be responsible for all charges hereunder, notwithstanding the status of any facilities being constructed by others to provide upstream or downstream transportation of gas to be transported hereunder.

{In general, the bracketed language shall be included in agreements with a term of one (1) year or longer, except for service agreements for capacity available only during an Interim Period under Section 26.5 of the General Terms and Conditions and service agreements for capacity available on a limited-term basis up to the in-service date of an expansion projects under Section 36 of the General Terms and Conditions. In general, the notice period to be inserted shall be six (6) months where the primary term is two (2) years or less, and twelve (12) months where the primary term is more than two (2) years. Transporter and Shipper may agree on a not unduly discriminatory basis to include the bracketed language in shorter-term agreements or to different notice or evergreen periods.}

[For agreements entered into or combined pursuant to Section 37.1 of the General Terms and Conditions, Article III - Term of Agreement - shall provide as follows: See Exhibit A.]

ARTICLE IV

Points of Receipt and Delivery

The Point(s) of Receipt for all gas that may be received for Shipper’s account for transportation by Transporter, and the MDTQ applicable to each point of receipt, shall be: See Exhibit A.

The Point(s) of Delivery for all gas to be delivered by Transporter for Shipper’s account and the MDTQ applicable to each point of delivery shall be: See Exhibit A.

For purposes of Section 2.8 of the FT Rate Schedule, Shipper’s transportation path and the eligible receipt and delivery points along such path are as follows: See Exhibit A.

ARTICLE V

Regulatory Approval

Performance under this Agreement by Transporter and Shipper shall be contingent upon Transporter receiving all necessary regulatory or other governmental approvals upon terms satisfactory to Transporter. Should Transporter be denied such approvals to provide the service contemplated herein or construct and operate any necessary facilities therefor upon the terms and conditions requested in the application therefor, then Transporter's and Shipper's obligations hereunder shall terminate.

ARTICLE VI

Incorporation by Reference of Tariff Provisions

To the extent not inconsistent with the terms and conditions of this agreement, the provisions of Rate Schedule FT, or any effective superseding rate schedule or otherwise applicable rate schedule, including any provisions of the General Terms and Conditions incorporated therein, and any revisions thereof that may be made effective hereafter are hereby made applicable to and a part hereof by reference.

ARTICLE VII

Miscellaneous

1. No change, modification or alteration of this Agreement shall be or become effective until executed in writing by the parties hereto, and no course of dealing between the parties shall be construed to alter the terms hereof, except as expressly stated herein.
2. No waiver by any party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any other default or defaults, whether of a like or of a different character.
3. Any company which shall succeed by purchase, merger or consolidation of the gas related properties, substantially as an entirety, of Transporter or of Shipper, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Either party may, without relieving itself of its obligations under this Agreement, assign any of its rights hereunder to a company with which it is affiliated, but otherwise, no assignment of this Agreement or of any of the rights or obligations hereunder shall be made unless there first shall have been obtained the consent thereto in writing of the other party. Consent shall not be unreasonably withheld.
4. Except as herein otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement, or any notice which either party may desire to give the other, shall be in writing and shall be considered as duly delivered when mailed by registered mail, or certified mail, or sent by UPS, FedEx or equivalent form of delivery that requires signature upon receipt to the Post Office address of the parties hereto, as the case may be, as follows:

Transporter: National Fuel Gas Supply Corporation
Commercial Services
6363 Main Street
Williamsville, New York 14221

Shipper:

or at such other address as either party shall designate by formal written notice. Routine communications, including monthly statements, shall be considered as duly delivered when mailed by either registered, certified, or ordinary mail, electronic communication, or telecommunication.

5. Transporter shall proceed with due diligence to obtain such governmental and other regulatory authorizations as may be required for the rendition of the services contemplated herein, provided that Transporter reserves the right to file and prosecute applications for such authorizations, any supplements or amendments thereto and, if necessary, any court review, in such manner as it deems to be in its best interest, including the right to withdraw the application or to file pleadings and motions (including motions for dismissal).

6. This Agreement and the respective obligations of the parties hereunder are subject to all present and future valid laws, orders, rules and regulations of constituted authorities having jurisdiction over the parties, their functions or gas supply, this Agreement or any provision hereof. Neither party shall be held in default for failure to perform hereunder if such failure is due to compliance with laws, orders, rules or regulations of any such duly constituted authorities.

7. The subject headings of the articles of this Agreement are inserted for the purpose of convenient reference and are not intended to be a part of the Agreement nor considered in any interpretation of the same.

8. No presumption shall operate in favor of or against either party hereto as a result of any responsibility either party may have had for drafting this Agreement.

9. THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, WITHOUT RECOURSE TO THE LAW REGARDING THE CONFLICT OF LAWS.

10. The Parties' obligations hereunder are not subject to the availability of transportation services upstream and downstream of Transporter's system. Shipper assumes all responsibility for the arrangement of any such upstream and downstream service.

11. It is expressly agreed that there is no Third Party Beneficiary of this Agreement, and that the provisions of this Agreement and the General Terms and Conditions do not impart enforceable rights to anyone who is not a party or successor or assignee of any party to this Agreement.

12. This Agreement and any amendments thereto may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The Parties agree that a facsimile, email or other electronic version of the Agreement, when properly executed, shall be considered for all purposes an original document, and a signed and binding Agreement.

[13. - 16.] [If service is provided under Subpart 284B of the Commission’s regulations, a reference thereto would be inserted here.]

[Where Transporter and Shipper agree that their service agreement will be subject to the provisions of Section 11 of the General Terms and Conditions, the following provision will be inserted:

Transporter and Shipper agree that this Agreement shall be treated as a Qualifying Agreement for purposes of Section 11 of the General Terms and Conditions.]

[include any restrictions on shipper’s right of first refusal here]

[In the case of a service agreement that is not a Qualifying Agreement under Section 11.1 of the General Terms and Conditions by virtue of Section 26.5 or Section 36 thereof, the following provision will be inserted:

Transporter and Shipper agree that this Agreement shall not be treated as a Qualifying Agreement for purposes of Section 11 of the General Terms and Conditions.]

[Any restrictions on a shipper’s right of first refusal resulting from a limitation on acquired capacity, pursuant to Section 35(c) of the General Terms and Conditions, shall be inserted here]

[If Transporter and Shipper have entered into a credit and/or reimbursement arrangement in connection with a facility construction project, the terms of such arrangement or a cross-reference will appear here.]

[The following language may be inserted, if applicable:

This agreement supersedes, cancels and terminates as of the effective date hereof the following agreements: _____]

The parties hereto have caused this Agreement to be signed by their duly authorized personnel the day and year first above written.

NATIONAL FUEL GAS SUPPLY CORPORATION
(Transporter)

Signature: _____

Name: _____

Title: _____

(Shipper)

Signature: _____

Name: _____

Title: _____

EXHIBIT A
To FT Service Agreement # _____
between
National Fuel Gas Supply Corporation (“Transporter”)
and
_____ (“Shipper”)

Point(s) of Receipt

<u>Point</u>	<u>MDTQ</u>	<u>Pressure</u>
The interconnection between Transporter and _____.	_____ Dth / Day	[Insert minimum receipt pressure if applicable, and any applicable time periods or conditions]

Point(s) of Delivery

<u>Point</u>	<u>MDTQ*</u>	<u>Pressure</u>
The interconnection between Transporter and _____.	_____ Dth / Day	[Insert minimum delivery pressure if applicable, and any applicable time periods or conditions]

Transportation Path

* Subject to reduction to reflect the Transportation Fuel and Company Use Retention and the Transportation LAUF Retention.

[For agreements entered into or combined pursuant to Section 37.1 of the General Terms and Conditions, the following information shall be included:

[This Agreement shall be effective upon the date hereof. Service hereunder shall commence _____ and continue in effect for a [primary] term ending _____ [, and shall continue in effect thereafter unless and until terminated by either Shipper or Transporter upon (insert number as determined below) months' advance written notice specifying as the termination date the expiration of the primary term or any anniversary thereof].

{In general, the bracketed language shall be included in agreements with a term of one (1) year or longer, except for service agreements for capacity available only during an Interim Period under Section 26.5 of the General Terms and Conditions and service agreements for capacity available on a limited-term basis up to the in-service date of an expansion projects under Section 36 of the General Terms and Conditions. In general, the notice period to be inserted shall be six (6) months where the primary term is two (2) years or less, and twelve (12) months where the primary term is more than two (2) years. Transporter and Shipper may agree on a not unduly discriminatory basis to include the bracketed language in shorter-term agreements or to different notice or evergreen periods. }

- ___ This Agreement shall be treated as a Qualifying Agreement under Section 11 of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- ___ This Agreement shall not be treated as a Qualifying Agreement under Section 11 of the General Terms and Conditions of Transporter's FERC Gas Tariff.]

[Any restrictions on a shipper's right of first refusal resulting from a limitation on acquired capacity, pursuant to Section 35(c) of the General Terms and Conditions, shall be inserted here]

**FORM OF SERVICE AGREEMENT
(FT-S Service)**

AGREEMENT made _____, by and between **NATIONAL FUEL GAS SUPPLY CORPORATION**, a Pennsylvania corporation, hereinafter called “Transporter” and _____, a _____, hereinafter called “Shipper.”

WHEREAS, Shipper has requested that Transporter transport natural gas; and

WHEREAS, Transporter has agreed to provide such transportation for Shipper subject to the terms and conditions hereof.

WITNESSETH: That, in consideration of the mutual covenants herein contained, the parties hereto agree that Transporter will transport for Shipper, on a firm basis, and Shipper will furnish, or cause to be furnished, to Transporter natural gas for such transportation during the term hereof, at the prices and on the terms and conditions hereinafter provided.

ARTICLE I

Quantities

Subject to the provisions of Transporter’s FT-S Rate Schedule, Transporter agrees to receive for Shipper’s account for transportation up to the following quantities of natural gas:

<u>Time Period</u>	<u>Contract Maximum Daily Transportation Quantity (MDTQ) in Dekatherms (Dth)</u>
--------------------	----------------------------------------------------------------------------------

Transporter agrees to deliver for Shipper’s account and Shipper agrees to accept delivery of the above quantities, provided, however, that Transporter will retain from the above quantities the applicable Transportation Fuel and Company Use Retention and the applicable Transportation LAUF Retention.

ARTICLE II

Rate

Unless otherwise mutually agreed in a written amendment to this Agreement for the service provided by Transporter hereunder, Shipper shall pay Transporter the maximum rate provided under Rate Schedule FT set forth in Transporter’s effective FERC Gas Tariff.

In the event that Transporter places on file with the Federal Energy Regulatory Commission (“Commission”) another rate schedule which may be applicable to transportation service rendered hereunder, then Transporter, at its option, may from and after the effective date of such rate schedule, utilize such rate schedule in performance of this Agreement. Such a rate schedule(s) or superseding rate schedule(s) and any revisions thereof which shall be filed and become effective shall apply to and be a part of this Agreement. Transporter shall have the right to propose, file and make effective with the Commission, or other body having jurisdiction, changes and revisions of any effective rate schedule(s), or to

propose, file, and make effective superseding rate schedules, for the purpose of changing the rate, charges, and other provisions thereof effective as to Shipper.

ARTICLE III

Term of Agreement

This Agreement shall be effective upon the date hereof. Service hereunder shall commence _____ (“Commencement Date”) and continue in effect for a [primary] term ending _____, and shall continue in effect thereafter unless and until terminated by either Shipper or Transporter upon (insert number as determined below) months’ advance written notice specifying as the termination date the expiration of the primary term or any anniversary thereof]. As of the Commencement Date, Transporter will stand ready to provide transportation service for Shipper pursuant to the terms of this Agreement, and Shipper shall be responsible for all charges hereunder, notwithstanding the status of any facilities being constructed by others to provide upstream or downstream transportation of gas to be transported hereunder.

(In general, the bracketed language shall be included in agreements with a term of one (1) year or longer, except for service agreements for capacity available only during an Interim Period under Section 26.5 of the General Terms and Conditions and service agreements for capacity available on a limited-term basis up to the in-service date of an expansion projects under Section 36 of the General Terms and Conditions. In general, the notice period to be inserted shall be six (6) months where the primary term is two (2) years or less, and twelve (12) months where the primary term is more than two (2) years. Transporter and Shipper may agree on a not unduly discriminatory basis to include the bracketed language in shorter-term agreements or to different notice or evergreen periods.)

[For agreements entered into or combined pursuant to Section 37.1 of the General Terms and Conditions, Article III - Term of Agreement - shall provide as follows: See Exhibit A.]

ARTICLE IV

Points of Receipt and Delivery

The Point(s) of Receipt for all gas that may be received for Shipper’s account for transportation by Transporter, and the MDTQ applicable to each point of receipt, shall be: See Exhibit A.

The Point(s) of Delivery for all gas to be delivered by Transporter for Shipper’s account and the MDTQ applicable to each point of delivery shall be: See Exhibit A.

For purposes of Section 2.8 of the FT-S Rate Schedule, Shipper’s transportation path and eligible receipt and delivery points along such path are as follows: See Exhibit A.

ARTICLE V

Regulatory Approval

Performance under this Agreement by Transporter and Shipper shall be contingent upon Transporter receiving all necessary regulatory or other governmental approvals upon terms satisfactory to Transporter. Should Transporter be denied such approvals to provide the service contemplated herein or construct and operate any necessary facilities therefor upon the terms and conditions requested in the application therefor, then Transporter's and Shipper's obligations hereunder shall terminate.

ARTICLE VI

Incorporation by Reference of Tariff Provisions

To the extent not inconsistent with the terms and conditions of this agreement, the provisions of Rate Schedule FT-S, or any effective superseding rate schedule or otherwise applicable rate schedule, including any provisions of the General Terms and Conditions incorporated therein, and any revisions thereof that may be made effective hereafter are hereby made applicable to and a part hereof by reference.

ARTICLE VII

Miscellaneous

1. No change, modification or alteration of this Agreement shall be or become effective until executed in writing by the parties hereto, and no course of dealing between the parties shall be construed to alter the terms hereof, except as expressly stated herein.

2. No waiver by any party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any other default or defaults, whether of a like or of a different character.

3. Any company which shall succeed by purchase, merger or consolidation of the gas related properties, substantially as an entirety, of Transporter or of Shipper, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Either party may, without relieving itself of its obligations under this Agreement, assign any of its rights hereunder to a company with which it is affiliated, but otherwise, no assignment of this Agreement or of any of the rights or obligations hereunder shall be made unless there first shall have been obtained the consent thereto in writing of the other party. Consent shall not be unreasonably withheld.

4. Except as herein otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement, or any notice which either party may desire to give the other, shall be in writing and shall be considered as duly delivered when mailed by registered mail, certified mail, or sent by UPS, FedEx, or equivalent form of delivery that requires signature upon receipt to the Post Office address of the parties hereto, as the case may be, as follows:

Transporter: National Fuel Gas Supply Corporation
Commercial Services
6363 Main Street
Williamsville, New York 14221

Shipper:

or at such other address as either party shall designate by formal written notice. Routine communications, including monthly statements, shall be considered as duly delivered when mailed by either registered, certified, or ordinary mail, electronic communication, or telecommunication.

5. Transporter shall proceed with due diligence to obtain such governmental and other regulatory authorizations as may be required for the rendition of the services contemplated herein, provided that Transporter reserves the right to file and prosecute applications for such authorizations, any supplements or amendments thereto and, if necessary, any court review, in such manner as it deems to be in its best interest, including the right to withdraw the application or to file pleadings and motions (including motions for dismissal).

6. This Agreement and the respective obligations of the parties hereunder are subject to all present and future valid laws, orders, rules and regulations of constituted authorities having jurisdiction over the parties, their functions or gas supply, this Agreement or any provision hereof. Neither party shall be held in default for failure to perform hereunder if such failure is due to compliance with laws, orders, rules or regulations of any such duly constituted authorities.

7. The subject headings of the articles of this Agreement are inserted for the purpose of convenient reference and are not intended to be a part of the Agreement nor considered in any interpretation of the same.

8. No presumption shall operate in favor of or against either party hereto as a result of any responsibility either party may have had for drafting this Agreement.

9. THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, WITHOUT RECOURSE TO THE LAW REGARDING THE CONFLICT OF LAWS.

10. The Parties' obligations hereunder are not subject to the availability of transportation services upstream and downstream of Transporter's system. Shipper assumes all responsibility for the arrangement of any such upstream and downstream service.

11. It is expressly agreed that there is no Third Party Beneficiary of this Agreement, and that the provisions of this Agreement and the General Terms and Conditions do not impart enforceable rights to anyone who is not a party or successor or assignee of any party to this Agreement.

12. This Agreement and any amendments thereto may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The Parties agree that a facsimile, email or other electronic version of the Agreement, when properly executed, shall be considered for all purposes an original document, and a signed and binding Agreement.

[13. - 16.] [If service is provided under Subpart 284B of the Commission’s regulations, a reference thereto would be inserted here.]

[Where Transporter and Shipper agree that their service agreement will be subject to the provisions of Section 11 of the General Terms and Conditions, the following provision will be inserted:

Transporter and Shipper agree that this Agreement shall be treated as a Qualifying Agreement for purposes of Section 11 of the General Terms and Conditions.]

[include any restrictions on shipper’s right of first refusal here]

[In the case of a service agreement that is not a Qualifying Agreement under Section 11.1 of the General Terms and Conditions by virtue of Section 26.5 or Section 36 thereof, the following provision will be inserted:

Transporter and Shipper agree that this Agreement shall not be treated as a Qualifying Agreement for purposes of Section 11 of the General Terms and Conditions.]

[Any restrictions on a shipper’s right of first refusal resulting from a limitation on acquired capacity, pursuant to Section 35(c) of the General Terms and Conditions, shall be inserted here]

[If Transporter and Shipper have entered into a credit and/or reimbursement arrangement in connection with a facility construction project, the terms of such arrangement or a cross-reference will appear here.]

[The following language may be inserted, if applicable:

This agreement supersedes, cancels and terminates as of the effective date hereof the following agreements: _____]

The parties hereto have caused this Agreement to be signed by their duly authorized personnel the day and year first above written.

NATIONAL FUEL GAS SUPPLY CORPORATION
(Transporter)

Signature: _____

Name: _____

Title: _____

(Shipper)

Signature: _____

Name: _____

Title: _____

EXHIBIT A
To FT-S Service Agreement # _____
between
National Fuel Gas Supply Corporation (“Transporter”)
and
_____ (“Shipper”)

Point(s) of Receipt

<u>Point</u>	<u>MDTQ</u>	<u>Pressure</u>
The interconnection between Transporter and _____.	_____ Dth / Day	[Insert minimum receipt pressure if applicable, and any applicable time periods or conditions]

Point(s) of Delivery

<u>Point</u>	<u>MDTQ*</u>	<u>Pressure</u>
The interconnection between Transporter and _____.	_____ Dth / Day	[Insert minimum delivery pressure if applicable, and any applicable time periods or conditions]

Transportation Path

* Subject to reduction to reflect the Transportation Fuel and Company Use Retention and the Transportation LAUF Retention.

[For agreements entered into or combined pursuant to Section 37.1 of the General Terms and Conditions, the following information shall be included:

[This Agreement shall be effective upon the date hereof. Service hereunder shall commence _____ and continue in effect for a [primary] term ending _____ [, and shall continue in effect thereafter unless and until terminated by either Shipper or Transporter upon (insert number as determined below) months' advance written notice specifying as the termination date the expiration of the primary term or any anniversary thereof].

{In general, the bracketed language shall be included in agreements with a term of one (1) year or longer, except for service agreements for capacity available only during an Interim Period under Section 26.5 of the General Terms and Conditions and service agreements for capacity available on a limited-term basis up to the in-service date of an expansion projects under Section 36 of the General Terms and Conditions. In general, the notice period to be inserted shall be six (6) months where the primary term is two (2) years or less, and twelve (12) months where the primary term is more than two (2) years. Transporter and Shipper may agree on a not unduly discriminatory basis to include the bracketed language in shorter-term agreements or to different notice or evergreen periods. }

- ___ This Agreement shall be treated as a Qualifying Agreement under Section 11 of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- ___ This Agreement shall not be treated as a Qualifying Agreement under Section 11 of the General Terms and Conditions of Transporter's FERC Gas Tariff.]

[Any restrictions on a shipper's right of first refusal resulting from a limitation on acquired capacity, pursuant to Section 35(c) of the General Terms and Conditions, shall be inserted here]

**FORM OF SERVICE AGREEMENT
(EFT Service)**

AGREEMENT made _____, by and between **NATIONAL FUEL GAS SUPPLY CORPORATION**, a Pennsylvania corporation, hereinafter called “Transporter” and _____, a _____, hereinafter called “Shipper.”

WHEREAS, Shipper has requested that Transporter transport natural gas; and

WHEREAS, Transporter has agreed to provide such transportation for Shipper subject to the terms and conditions hereof.

WITNESSETH: That, in consideration of the mutual covenants herein contained, the parties hereto agree that Transporter will transport for Shipper, on a firm basis, and Shipper will furnish, or cause to be furnished, to Transporter natural gas for such transportation during the term hereof, at the prices and on the terms and conditions hereinafter provided.

ARTICLE I

Quantities

Subject to the provisions of Transporter’s EFT Rate Schedule, Transporter agrees to transport for Shipper’s account up to the following quantities of natural gas:

Contract Maximum Daily Transportation Quantity (MDTQ) of _____ Dekatherms (Dth)

ARTICLE II

Rate

Unless otherwise mutually agreed in a written amendment to this Agreement, for the service provided by Transporter hereunder, Shipper shall pay Transporter the maximum rate provided under Rate Schedule EFT set forth in Transporter’s effective FERC Gas Tariff.

In the event that Transporter places on file with the Federal Energy Regulatory Commission (“Commission”) another rate schedule which may be applicable to transportation service rendered hereunder, then Transporter, at its option, may from and after the effective date of such rate schedule, utilize such rate schedule in performance of this Agreement. Such a rate schedule(s) or superseding rate schedule(s) and any revisions thereof which shall be filed and become effective shall apply to and be a part of this Agreement. Transporter shall have the right to propose, file and make effective with the Commission, or other body having jurisdiction, changes and revisions of any effective rate schedule(s), or to propose, file, and make effective superseding rate schedules, for the purpose of changing the rate, charges, and other provisions thereof effective as to Shipper.

ARTICLE III

Term of Agreement

This Agreement shall be effective upon the date hereof. Service hereunder shall commence _____ (“Commencement Date”) and continue in effect for a [primary] term ending _____ [, and shall continue in effect thereafter unless and until terminated by either Shipper or Transporter upon (insert number as determined below) months’ advance written notice specifying as the termination date the expiration of the primary term or any anniversary thereof]. As of the Commencement Date, Transporter will stand ready to provide transportation service for Shipper pursuant to the terms of this Agreement, and Shipper shall be responsible for all charges hereunder, notwithstanding the status of any facilities being constructed by others to provide upstream or downstream transportation of gas to be transported hereunder.

(In general, the bracketed language shall be included in agreements with a term of one (1) year or longer, except for service agreements for capacity available only during an Interim Period under Section 26.5 of the General Terms and Conditions and service agreements for capacity available on a limited-term basis up to the in-service date of an expansion projects under Section 36 of the General Terms and Conditions. In general, the notice period to be inserted shall be six (6) months where the primary term is two (2) years or less, and twelve (12) months where the primary term is more than two (2) years. Transporter and Shipper may agree on a not unduly discriminatory basis to include the bracketed language in shorter-term agreements or to different notice or evergreen periods.)

[For agreements entered into or combined pursuant to Section 37.1 of the General Terms and Conditions, Article III - Term of Agreement - shall provide as follows: See Exhibit A.]

ARTICLE IV

Points of Receipt and Delivery

The Point(s) of Receipt for all gas that may be received for Shipper’s account for transportation by Transporter, and the receipt entitlements applicable to each point of receipt, or combinations of receipt points, shall be: See Exhibit A.

The Point(s) of Delivery for all gas to be delivered by Transporter for Shipper’s account shall be: See Exhibit A.

ARTICLE V

Regulatory Approval

Performance under this Agreement by Transporter and Shipper shall be contingent upon Transporter receiving all necessary regulatory or other governmental approvals upon terms satisfactory to Transporter. Should Transporter be denied such approvals to provide the service contemplated herein or construct and operate any necessary facilities therefor upon the terms and conditions requested in the application therefor, then Transporter’s and Shipper’s obligations hereunder shall terminate.

ARTICLE VI

Incorporation by Reference of Tariff Provisions

To the extent not inconsistent with the terms and conditions of this agreement, the provisions of Rate Schedule EFT, or any effective superseding rate schedule or otherwise applicable rate schedule, including any provisions of the General Terms and Conditions incorporated therein, and any revisions thereof that may be made effective hereafter are hereby made applicable to and a part hereof by reference.

ARTICLE VII

Miscellaneous

1. No change, modification or alteration of this Agreement shall be or become effective until executed in writing by the parties hereto, and no course of dealing between the parties shall be construed to alter the terms hereof, except as expressly stated herein.

2. No waiver by any party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any other default or defaults, whether of a like or of a different character.

3. Any company which shall succeed by purchase, merger or consolidation of the gas related properties, substantially as an entirety, of Transporter or of Shipper, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Either party may, without relieving itself of its obligations under this Agreement, assign any of its rights hereunder to a company with which it is affiliated, but otherwise, no assignment of this Agreement or of any of the rights or obligations hereunder shall be made unless there first shall have been obtained the consent thereto in writing of the other party. Consent shall not be unreasonably withheld.

4. Except as herein otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement, or any notice which either party may desire to give the other, shall be in writing and shall be considered as duly delivered when mailed by registered mail, or certified mail, or sent by UPS, FedEx, or equivalent form of delivery that requires signature upon receipt to the Post Office address of the parties hereto, as the case may be, as follows:

Transporter: National Fuel Gas Supply Corporation
Commercial Services
6363 Main Street
Williamsville, New York 14221

Shipper:

or at such other address as either party shall designate by formal written notice. Routine communications, including monthly statements, shall be considered as duly delivered when mailed by either registered, certified, or ordinary mail, electronic communication, or telecommunication.

5. Transporter shall proceed with due diligence to obtain such governmental and other regulatory authorizations as may be required for the rendition of the services contemplated herein, provided that Transporter reserves the right to file and prosecute applications for such authorizations, any supplements or amendments thereto and, if necessary, any court review, in such manner as it deems to be in its best interest, including the right to withdraw the application or to file pleadings and motions (including motions for dismissal).

6. This Agreement and the respective obligations of the parties hereunder are subject to all present and future valid laws, orders, rules and regulations of constituted authorities having jurisdiction over the parties, their functions or gas supply, this Agreement or any provision hereof. Neither party shall be held in default for failure to perform hereunder if such failure is due to compliance with laws, orders, rules or regulations of any such duly constituted authorities.

7. The subject headings of the articles of this Agreement are inserted for the purpose of convenient reference and are not intended to be a part of the Agreement nor considered in any interpretation of the same.

8. No presumption shall operate in favor of or against either party hereto as a result of any responsibility either party may have had for drafting this Agreement.

9. THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, WITHOUT RECOURSE TO THE LAW REGARDING THE CONFLICT OF LAWS.

10. The Parties' obligations hereunder are not subject to the availability of transportation services upstream and downstream of Transporter's system. Shipper assumes all responsibility for the arrangement of any such upstream and downstream service.

11. It is expressly agreed that there is no Third Party Beneficiary of this Agreement, and that the provisions of this Agreement and the General Terms and Conditions do not impart enforceable rights to anyone who is not a party or successor or assignee of any party to this Agreement.

12. This Agreement and any amendments thereto may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The Parties agree that a facsimile, email or other electronic version of the Agreement, when properly executed, shall be considered for all purposes an original document, and a signed and binding Agreement.

[13. - 16.] [If service is provided under Subpart 284B of the Commission's regulations, a reference thereto would be inserted here.]

[Where Transporter and Shipper agree that their service agreement will be subject to the provisions of Section 11 of the General Terms and Conditions, the following provision will be inserted:

Transporter and Shipper agree that this Agreement shall be treated as a Qualifying Agreement for purposes of Section 11 of the General Terms and Conditions.]

[include any restrictions on shipper's right of first refusal here]

[In the case of a service agreement that is not a Qualifying Agreement under Section 11.1 of the General Terms and Conditions by virtue of Section 26.5 or Section 36 thereof, the following provision will be inserted:

Transporter and Shipper agree that this Agreement shall not be treated as a Qualifying Agreement for purposes of Section 11 of the General Terms and Conditions.]

[Any restrictions on a shipper’s right of first refusal resulting from a limitation on acquired capacity, pursuant to Section 35(c) of the General Terms and Conditions, shall be inserted here]

[If Transporter and Shipper have entered into a credit and/or reimbursement arrangement in connection with a facility construction project, the terms of such arrangement or a cross-reference will appear here.]

[The following language may be inserted, if applicable:

This agreement supersedes, cancels and terminates as of the effective date hereof the following agreements: _____]

The parties hereto have caused this Agreement to be signed by their duly authorized personnel the day and year first above written.

NATIONAL FUEL GAS SUPPLY CORPORATION
(Transporter)

Signature: _____
Name: _____
Title: _____

(Shipper)

Signature: _____
Name: _____
Title: _____

EXHIBIT A
To EFT Service Agreement # _____
between
National Fuel Gas Supply Corporation (“Transporter”)
and
_____ (“Shipper”)

Receipt Entitlements

[Identify receipt entitlements, and any linked delivery points or point combinations pursuant to Section 2.5 of the EFT Rate Schedule]

Receipt Points

Delivery Points

[For agreements entered into or combined pursuant to Section 37.1 of the General Terms and Conditions, the following information shall be included:

[This Agreement shall be effective upon the date hereof. Service hereunder shall commence _____ and continue in effect for a [primary] term ending _____ [, and shall continue in effect thereafter unless and until terminated by either Shipper or Transporter upon (insert number as determined below) months’ advance written notice specifying as the termination date the expiration of the primary term or any anniversary thereof].

{In general, the bracketed language shall be included in agreements with a term of one (1) year or longer, except for service agreements for capacity available only during an Interim Period under Section 26.5 of the General Terms and Conditions and service agreements for capacity available on a limited-term basis up to the in-service date of an expansion projects under Section 36 of the General Terms and Conditions. In general, the notice period to be inserted shall be six (6) months where the primary term is two (2) years or less, and twelve (12) months where the primary term is more than two (2) years. Transporter and Shipper may agree on a not unduly discriminatory basis to include the bracketed language in shorter-term agreements or to different notice or evergreen periods. }

___ This Agreement shall be treated as a Qualifying Agreement under Section 11 of the General Terms and Conditions of Transporter’s FERC Gas Tariff.

___ This Agreement shall not be treated as a Qualifying Agreement under Section 11 of the General Terms and Conditions of Transporter’s FERC Gas Tariff.]

[Any restrictions on a shipper’s right of first refusal resulting from a limitation on acquired capacity, pursuant to Section 35(c) of the General Terms and Conditions, shall be inserted here]

**FORM OF SERVICE AGREEMENT
(FST Service)**

AGREEMENT made _____, by and between **NATIONAL FUEL GAS SUPPLY CORPORATION**, a Pennsylvania corporation, hereinafter called “Transporter” and _____, a _____, hereinafter called “Shipper.”

WHEREAS, Shipper has requested that Transporter transport natural gas; and

WHEREAS, Transporter has agreed to provide such transportation for Shipper subject to the terms and conditions hereof.

WITNESSETH: That, in consideration of the mutual covenants herein contained, the parties hereto agree that Transporter will transport for Shipper, on a firm basis, and Shipper will furnish, or cause to be furnished, to Transporter natural gas for such transportation during the term hereof, at the prices and on the terms and conditions hereinafter provided.

ARTICLE I

Quantities

Subject to the provisions of Transporter’s FST Rate Schedule, Transporter agrees to transport for Shipper up to the following quantities of natural gas:

Contract Maximum Daily Injection Transportation Quantity (MDITQ) of _____ Dekatherms (Dth)

Contract Maximum Daily Withdrawal Transportation Quantity (MDWTQ) of _____ Dekatherms (Dth)

ARTICLE II

Rate

Unless otherwise mutually agreed in a written amendment to this Agreement for the service provided by Transporter hereunder, Shipper shall pay Transporter the maximum rate provided under Rate Schedule FST set forth in Transporter’s effective FERC Gas Tariff.

In the event that Transporter places on file with the Federal Energy Regulatory Commission (“Commission”) another rate schedule which may be applicable to transportation service rendered hereunder, then Transporter, at its option, may from and after the effective date of such rate schedule, utilize such rate schedule in performance of this Agreement. Such a rate schedule(s) or superseding rate schedule(s) and any revisions thereof which shall be filed and become effective shall apply to and be a part of this Agreement. Transporter shall have the right to propose, file and make effective with the Commission, or other body having jurisdiction, changes and revisions of any effective rate schedule(s), or to propose, file, and make effective superseding rate schedules, for the purpose of changing the rate, charges, and other provisions thereof effective as to Shipper.

ARTICLE III

Term of Agreement

This Agreement shall be effective upon the date hereof. Service hereunder shall commence _____ (“Commencement Date”) and continue in effect for a [primary] term ending _____ [, and shall continue in effect thereafter unless and until terminated by either Shipper or Transporter upon (insert number as determined below) months’ advance written notice specifying as the termination date the expiration of the primary term or any anniversary thereof]. As of the Commencement Date, Transporter will stand ready to provide transportation service for Shipper pursuant to the terms of this Agreement, and Shipper shall be responsible for all charges hereunder, notwithstanding the status of any facilities being constructed by others to provide upstream or downstream transportation of gas to be transported hereunder.

{In general, the bracketed language shall be included in agreements with a term of one (1) year or longer, except for service agreements for capacity available only during an Interim Period under Section 26.5 of the General Terms and Conditions and service agreements for capacity available on a limited-term basis up to the in-service date of an expansion projects under Section 36 of the General Terms and Conditions. In general, the notice period to be inserted shall be six (6) months where the primary term is two (2) years or less, and twelve (12) months where the primary term is more than two (2) years. Transporter and Shipper may agree on a not unduly discriminatory basis to include the bracketed language in shorter-term agreements or to different notice or evergreen periods.}

[For agreements entered into or combined pursuant to Section 37.1 of the General Terms and Conditions, Article III - Term of Agreement - shall provide as follows: See Exhibit A.]

ARTICLE IV

Points of Receipt and Delivery

The primary injection receipt point(s) for all gas that may be received for Shipper’s account for transportation by Transporter for injection, and the MDITQ applicable to each such point of receipt, shall be: See Exhibit A.

The primary injection delivery point(s) for all gas to be delivered by Transporter for Shipper’s account for injection and the MDITQ applicable to each point of delivery shall be: See Exhibit A.

The primary withdrawal receipt point(s) for all gas that may be received for Shipper’s account for transportation by Transporter after withdrawal and the MDWTQ applicable to each such point of receipt, shall be: See Exhibit A.

The primary withdrawal delivery point(s) for all gas to be delivered by Transporter for Shipper’s account after withdrawal and the MDWTQ applicable to each point of delivery shall be: See Exhibit A.

ARTICLE V

Regulatory Approval

Performance under this Agreement by Transporter and Shipper shall be contingent upon Transporter receiving all necessary regulatory or other governmental approvals upon terms satisfactory to Transporter. Should Transporter be denied such approvals to provide the service contemplated herein or construct and operate any necessary facilities therefor upon the terms and conditions requested in the application therefor, then Transporter's and Shipper's obligations hereunder shall terminate.

ARTICLE VI

Incorporation by Reference of Tariff Provisions

To the extent not inconsistent with the terms and conditions of this agreement, the provisions of Rate Schedule FST, or any effective superseding rate schedule or otherwise applicable rate schedule, including any provisions of the General Terms and Conditions incorporated therein, and any revisions thereof that may be made effective hereafter are hereby made applicable to and a part hereof by reference.

ARTICLE VII

Miscellaneous

1. No change, modification or alteration of this Agreement shall be or become effective until executed in writing by the parties hereto, and no course of dealing between the parties shall be construed to alter the terms hereof, except as expressly stated herein.

2. No waiver by any party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any other default or defaults, whether of a like or of a different character.

3. Any company which shall succeed by purchase, merger or consolidation of the gas related properties, substantially as an entirety, of Transporter or of Shipper, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Either party may, without relieving itself of its obligations under this Agreement, assign any of its rights hereunder to a company with which it is affiliated, but otherwise, no assignment of this Agreement or of any of the rights or obligations hereunder shall be made unless there first shall have been obtained the consent thereto in writing of the other party. Consent shall not be unreasonably withheld.

4. Except as herein otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement, or any notice which either party may desire to give the other, shall be in writing and shall be considered as duly delivered when mailed by registered mail, or certified mail, or sent by UPS, FedEx, or equivalent form of delivery that requires signature upon receipt to the Post Office address of the parties hereto, as the case may be, as follows:

Transporter: National Fuel Gas Supply Corporation
Commercial Services
6363 Main Street
Williamsville, New York 14221

Shipper:

or at such other address as either party shall designate by formal written notice. Routine communications, including monthly statements, shall be considered as duly delivered when mailed by either registered, certified, or ordinary mail, electronic communication, or telecommunication.

5. Transporter shall proceed with due diligence to obtain such governmental and other regulatory authorizations as may be required for the rendition of the services contemplated herein, provided that Transporter reserves the right to file and prosecute applications for such authorizations, any supplements or amendments thereto and, if necessary, any court review, in such manner as it deems to be in its best interest, including the right to withdraw the application or to file pleadings and motions (including motions for dismissal).

6. This Agreement and the respective obligations of the parties hereunder are subject to all present and future valid laws, orders, rules and regulations of constituted authorities having jurisdiction over the parties, their functions or gas supply, this Agreement or any provision hereof. Neither party shall be held in default for failure to perform hereunder if such failure is due to compliance with laws, orders, rules or regulations of any such duly constituted authorities.

7. The subject headings of the articles of this Agreement are inserted for the purpose of convenient reference and are not intended to be a part of the Agreement nor considered in any interpretation of the same.

8. No presumption shall operate in favor of or against either party hereto as a result of any responsibility either party may have had for drafting this Agreement.

9. THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, WITHOUT RECOURSE TO THE LAW REGARDING THE CONFLICT OF LAWS.

10. The Parties' obligations hereunder are not subject to the availability of transportation services upstream and downstream of Transporter's system. Shipper assumes all responsibility for the arrangement of any such upstream and downstream service.

11. It is expressly agreed that there is no Third Party Beneficiary of this Agreement, and that the provisions of this Agreement and the General Terms and Conditions do not impart enforceable rights to anyone who is not a party or successor or assignee of any party to this Agreement.

12. This Agreement and any amendments thereto may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The Parties agree that a facsimile, email or other electronic version of the Agreement, when properly executed, shall be considered for all purposes an original document, and a signed and binding Agreement.

[13. - 16.] [If service is provided under Subpart 284B of the Commission’s regulations, a reference thereto would be inserted here.]

[Where Transporter and Shipper agree that their service agreement will be subject to the provisions of Section 11 of the General Terms and Conditions, the following provision will be inserted:

Transporter and Shipper agree that this Agreement shall be treated as a Qualifying Agreement for purposes of Section 11 of the General Terms and Conditions.]

[include any restrictions on shipper’s right of first refusal here]

[In the case of a service agreement that is not a Qualifying Agreement under Section 11.1 of the General Terms and Conditions by virtue of Section 26.5 or Section 36 thereof, the following provision will be inserted:

Transporter and Shipper agree that this Agreement shall not be treated as a Qualifying Agreement for purposes of Section 11 of the General Terms and Conditions.]

[Any restrictions on a shipper’s right of first refusal resulting from a limitation on acquired capacity, pursuant to Section 35(c) of the General Terms and Conditions, shall be inserted here]

[If Transporter and Shipper have entered into a credit and/or reimbursement arrangement in connection with a facility construction project, the terms of such arrangement or a cross-reference will appear here.]

[The following language may be inserted, if applicable:

This agreement supersedes, cancels and terminates as of the effective date hereof the following agreements: _____]

The parties hereto have caused this Agreement to be signed by their duly authorized personnel the day and year first above written.

NATIONAL FUEL GAS SUPPLY CORPORATION
(Transporter)

Signature: _____

Name: _____

Title: _____

(Shipper)

Signature: _____

Name: _____

Title: _____

Exhibit A
To FST Service Agreement #____
Between
National Fuel Gas Supply Corporation (“Transporter”)
and
_____ (“Shipper”)

Primary Injection Receipt Point(s)

<u>Point</u>	<u>MDITQ</u>	<u>Pressure</u>
The interconnection between Transporter and _____	_____ Dth/Day	[Insert minimum receipt pressure if applicable, and any applicable time periods or conditions]

Primary Injection Delivery Point(s)

<u>Point</u>	<u>MDITQ*</u>	<u>Pressure</u>
Transporter’s Storage System.	_____ Dth/Day	[Insert minimum delivery pressure if applicable, and any applicable time periods or conditions]

Primary Withdrawal Receipt Point(s)

<u>Point</u>	<u>MDWTQ</u>	<u>Pressure</u>
Transporter’s Storage System.	_____ Dth/Day	[Insert minimum receipt pressure if applicable, and applicable time periods or conditions]

Primary Withdrawal Delivery Point(s)

<u>Point</u>	<u>MDWTQ*</u>	<u>Pressure</u>
The interconnection between Transporter and _____	_____ Dth/Day	[Insert minimum delivery pressure if applicable, and any applicable time periods or conditions]

*Less applicable Transportation Fuel and Company Use Retention and the applicable Transportation LAUF Retention.

[For agreements entered into or combined pursuant to Section 37.1 of the General Terms and Conditions, the following information shall be included:

[This Agreement shall be effective upon the date hereof. Service hereunder shall commence _____ and continue in effect for a [primary] term ending _____ [, and shall continue in effect thereafter unless and until terminated by either Shipper or Transporter upon (insert number as determined below) months' advance written notice specifying as the termination date the expiration of the primary term or any anniversary thereof].

{In general, the bracketed language shall be included in agreements with a term of one (1) year or longer, except for service agreements for capacity available only during an Interim Period under Section 26.5 of the General Terms and Conditions and service agreements for capacity available on a limited-term basis up to the in-service date of an expansion projects under Section 36 of the General Terms and Conditions. In general, the notice period to be inserted shall be six (6) months where the primary term is two (2) years or less, and twelve (12) months where the primary term is more than two (2) years. Transporter and Shipper may agree on a not unduly discriminatory basis to include the bracketed language in shorter-term agreements or to different notice or evergreen periods.}

___ This Agreement shall be treated as a Qualifying Agreement under Section 11 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

___ This Agreement shall not be treated as a Qualifying Agreement under Section 11 of the General Terms and Conditions of Transporter's FERC Gas Tariff.]

[Any restrictions on a shipper's right of first refusal resulting from a limitation on acquired capacity, pursuant to Section 35(c) of the General Terms and Conditions, shall be inserted here]

**FORM OF SERVICE AGREEMENT
(IT Service)**

AGREEMENT made _____, by and between **NATIONAL FUEL GAS SUPPLY CORPORATION**, a Pennsylvania corporation, hereinafter called “Transporter” and _____, a _____, hereinafter called “Shipper.”

WHEREAS, Shipper has requested that Transporter transport natural gas; and

WHEREAS, Transporter has agreed to provide such transportation for Shipper subject to the terms and conditions hereof.

WITNESSETH: That, in consideration of the mutual covenants herein contained, the parties hereto agree that Transporter will transport for Shipper, on an interruptible basis, and Shipper will furnish, or cause to be furnished, to Transporter natural gas for such transportation during the term hereof, at the prices and on the terms and conditions hereinafter provided.

ARTICLE I

Quantities

Subject to the provisions of Transporter’s IT Rate Schedule, Transporter agrees to receive for Shipper’s account for transportation up to the following quantities of natural gas:

Maximum Daily Transportation Quantity (MDTQ) of _____ Dekatherms (Dth)

Transporter agrees to deliver for Shipper’s account and Shipper agrees to accept delivery of the quantities received from Shipper, provided, however, that Transporter will retain from the above quantities the applicable Transportation Fuel and Company Use Retention and the applicable Transportation LAUF Retention.

ARTICLE II

Rate

Unless otherwise mutually agreed in a written amendment to this Agreement, for the service provided by Transporter hereunder, Shipper shall pay Transporter the maximum rate provided under Rate Schedule IT set forth in Transporter’s effective FERC Gas Tariff.

In the event that Transporter places on file with the Federal Energy Regulatory Commission (“Commission”) another rate schedule which may be applicable to transportation service rendered hereunder, then Transporter, at its option, may from and after the effective date of such rate schedule, utilize such rate schedule in performance of this Agreement. Such a rate schedule(s) or superseding rate schedule(s) and any revisions thereof which shall be filed and become effective shall apply to and be a part of this Agreement. Transporter shall have the right to propose, file and make effective with the Commission, or other body having jurisdiction, changes and revisions of any effective rate schedule(s), or to propose, file, and make effective Superseding rate schedules, for the purpose of changing the rate, charges, and other provisions thereof effective as to Shipper.

ARTICLE III

Term of Agreement

This Agreement shall be effective upon the date hereof. Service hereunder shall commence _____ (“Commencement Date”) and continue in effect for a [primary] term ending _____ [, and shall continue in effect thereafter unless and until terminated by either Shipper or Transporter upon (insert number as determined below) months’ advance written notice specifying as the termination date the expiration of the primary term or any anniversary thereof]. As of the Commencement Date, Transporter will stand ready to provide transportation service for Shipper pursuant to the terms of this Agreement, and Shipper shall be responsible for all charges hereunder, notwithstanding the status of any facilities being constructed by others to provide upstream or downstream transportation of gas to be transported hereunder.

{In general, the bracketed language shall be included in agreements with a term of one (1) year or longer. In general, the notice period to be inserted shall be six (6) months where the primary term is two (2) years or less, and twelve (12) months where the primary term is more than two (2) years. Transporter and Shipper may agree on a not unduly discriminatory basis to include the bracketed language in shorter-term agreements or to different notice or evergreen periods.}

ARTICLE IV

Points of Receipt and Delivery

The Point(s) of Receipt for all gas received for Shipper’s account for transportation by Transporter shall be:

The Point(s) of Delivery for all gas delivered by Transporter for Shipper’s account shall be:

ARTICLE V

Regulatory Approval

Performance under this Agreement by Transporter and Shipper shall be contingent upon Transporter receiving all necessary regulatory or other governmental approvals upon terms satisfactory to Transporter. Should Transporter be denied such approvals to provide the service contemplated herein or construct and operate any necessary facilities therefor upon the terms and conditions requested in the application therefor, then Transporter’s and Shipper’s obligations hereunder shall terminate.

ARTICLE VI

Incorporation by Reference of Tariff Provisions

To the extent not inconsistent with the terms and conditions of this agreement, the provisions of Rate Schedule IT, including any provisions of the General Terms and Conditions incorporated therein, or any effective superseding rate schedule or otherwise applicable rate schedule, and any revisions thereof that may be made effective hereafter are hereby made applicable to and a part hereof by reference.

ARTICLE VII

Miscellaneous

1. No change, modification or alteration of this Agreement shall be or become effective until executed in writing by the parties hereto, and no course of dealing between the parties shall be construed to alter the terms hereof, except as expressly stated herein.

2. No waiver by any party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any other default or defaults, whether of a like or of a different character.

3. Any company which shall succeed by purchase, merger or consolidation of the gas related properties, substantially as an entirety, of Transporter or of Shipper, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Either party may, without relieving itself of its obligations under this Agreement, assign any of its rights hereunder to a company with which it is affiliated, but otherwise, no assignment of this Agreement or of any of the rights or obligations hereunder shall be made unless there first shall have been obtained the consent thereto in writing of the other party. Consent shall not be unreasonably withheld.

4. Except as herein otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement, or any notice which either party may desire to give the other, shall be in writing and shall be considered as duly delivered when mailed by registered mail, or certified mail, or sent by UPS, FedEx, or equivalent form of delivery that requires signature upon receipt to the Post Office address of the parties hereto, as the case may be, as follows:

Transporter: National Fuel Gas Supply Corporation
Commercial Services
6363 Main Street
Williamsville, New York 14221

Shipper:

or at such other address as either party shall designate by formal written notice. Routine communications, including monthly statements, shall be considered as duly delivered when mailed by either registered, certified, ordinary mail, electronic communication, or telecommunication.

5. Transporter shall proceed with due diligence to obtain such governmental and other regulatory authorizations as may be required for the rendition of the services contemplated herein, provided that Transporter reserves the right to file and prosecute applications for such authorizations, any supplements or amendments thereto and, if necessary, any court review, in such manner as it deems to be in its best interest, including the right to withdraw the application or to file pleadings and motions (including motions for dismissal).

6. This Agreement and the respective obligations of the parties hereunder are subject to all present and future valid laws, orders, rules and regulations of constituted authorities having jurisdiction over the parties, their functions or gas supply, this Agreement or any provision hereof. Neither party shall be held in default for failure to perform hereunder if such failure is due to compliance with laws, orders, rules or regulations of any such duly constituted authorities.

7. The subject headings of the articles of this Agreement are inserted for the purpose of convenient reference and are not intended to be a part of the Agreement nor considered in any interpretation of the same.

8. No presumption shall operate in favor of or against either party hereto as a result of any responsibility either party may have had for drafting this Agreement.

9. THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, WITHOUT RECOURSE TO THE LAW REGARDING THE CONFLICT OF LAWS.

10. The Parties' obligations hereunder are not subject to the availability of transportation services upstream and downstream of Transporter's system. Shipper assumes all responsibility for the arrangement of any such upstream and downstream service.

11. It is expressly agreed that there is no Third Party Beneficiary of this Agreement, and that the provisions of this Agreement and the General Terms and Conditions do not impart enforceable rights to anyone who is not a party or successor or assignee of any party to this Agreement.

12. This Agreement and any amendments thereto may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The Parties agree that a facsimile, email or other electronic version of the Agreement, when properly executed, shall be considered for all purposes an original document, and a signed and binding Agreement.

[13. - 16.] [If service is provided under Subpart 284B of the Commission's regulations, a reference thereto would be inserted here.]]

[The following language may be inserted, if applicable:

This agreement supersedes, cancels and terminates as of the effective date hereof the following agreements: _____]

The parties hereto have caused this Agreement to be signed by their duly authorized personnel the day and year first above written.

NATIONAL FUEL GAS SUPPLY CORPORATION
(Transporter)

Signature: _____

Name: _____

Title: _____

(Shipper)

Signature: _____

Name: _____

Title: _____

**FORM OF SERVICE AGREEMENT
(PTR Service)**

AGREEMENT made _____, by and between **NATIONAL FUEL GAS SUPPLY CORPORATION**, a Pennsylvania corporation, hereinafter called “Transporter” and _____, a _____, hereinafter called “Shipper.”

WHEREAS, Shipper has requested that Transporter transport natural gas; and

WHEREAS, Transporter has agreed to provide such transportation for Shipper subject to the terms and conditions hereof.

WITNESSETH: That, in consideration of the mutual covenants herein contained, the parties hereto agree that Transporter will transport for Shipper, on an interruptible basis, and Shipper will furnish, or cause to be furnished, to Transporter natural gas for such transportation during the term hereof, at the prices and on the terms and conditions hereinafter provided.

ARTICLE I

Quantities

Subject to the provisions of Transporter’s PTR Rate Schedule, Transporter agrees to transport quantities of natural gas for Shipper’s account through its Unprocessed Gas System (as defined in Section 24.1 of the General Terms and Conditions of Transporter’s FERC Gas Tariff) that are associated with the Related Gas Stream (as defined in Section 1 of the PTR Rate Schedule).

ARTICLE II

Rate

Unless otherwise mutually agreed in a written amendment to this Agreement, for the service provided by Transporter hereunder, Shipper shall pay Transporter the maximum rate provided under Rate Schedule PTR set forth in Transporter’s effective FERC Gas Tariff.

In the event that Transporter places on file with the Federal Energy Regulatory Commission (“Commission”) another rate schedule which may be applicable to transportation service rendered hereunder, then Transporter, at its option, may from and after the effective date of such rate schedule, utilize such rate schedule in performance of this Agreement. Such a rate schedule(s) or superseding rate schedule(s) and any revisions thereof which shall be filed and become effective shall apply to and be a part of this Agreement. Transporter shall have the right to propose, file and make effective with the Commission, or other body having jurisdiction, changes and revisions of any effective rate schedule(s), or to propose, file, and make effective superseding rate schedules, for the purpose of changing the rate, charges, and other provisions thereof effective as to Shipper.

ARTICLE III

Term of Agreement

This Agreement shall be effective upon the date hereof. Service hereunder shall commence on _____, and continue in effect on a month to month basis until terminated by either party by written notice to the other no later than thirty (30) days prior to the beginning of a month.

ARTICLE IV

Points of Receipt and Delivery

The Point(s) of Receipt for all gas received for Shipper's account for transportation by Transporter shall be those interconnections between Shipper's and Transporter's facilities located on Transporter's Unprocessed Gas System, as defined in Section 24.1 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

The Point(s) of Delivery for all gas delivered by Transporter for Shipper's account shall be the Third-Party Processing Plants specified in Section 24.1 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE V

Regulatory Approval

Performance under this Agreement by Transporter and Shipper shall be contingent upon Transporter receiving all necessary regulatory or other governmental approvals upon terms satisfactory to Transporter. Should Transporter be denied such approvals to provide the service contemplated herein or construct and operate any necessary facilities therefor upon the terms and conditions requested in the application therefor, then Transporter's and Shipper's obligations hereunder shall terminate.

ARTICLE VI

Incorporation by Reference of Tariff Provisions

To the extent not inconsistent with the terms and conditions of this agreement, the provisions of Rate Schedule PTR, including any provisions of the General Terms and Conditions incorporated therein, or any effective superseding rate schedule or otherwise applicable rate schedule, and any revisions thereof that may be made effective hereafter are hereby made applicable to and a part hereof by reference.

ARTICLE VII

Miscellaneous

1. No change, modification or alteration of this Agreement shall be or become effective until executed in writing by the parties hereto, and no course of dealing between the parties shall be construed to alter the terms hereof, except as expressly stated herein.

2. No waiver by any party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any other default or defaults, whether of a like or of a different character.

3. Any company which shall succeed by purchase, merger or consolidation of the gas related properties, substantially as an entirety, of Transporter or of Shipper, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Either party may, without relieving itself of its obligations under this Agreement, assign any of its rights hereunder to a company with which it is affiliated, but otherwise, no assignment of this Agreement or of any of the rights or obligations hereunder shall be made unless there first shall have been obtained the consent thereto in writing of the other party. Consent shall not be unreasonably withheld.

4. Except as herein otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement, or any notice which either party may desire to give the other, shall be in writing and shall be considered as duly delivered when mailed by registered mail, or certified mail, or sent by UPS, FedEx, or equivalent form of delivery that requires signature upon receipt to the Post Office address of the parties hereto, as the case may be, as follows:

Transporter: National Fuel Gas Supply Corporation
Commercial Services
6363 Main Street
Williamsville, New York 14221

Shipper:

or at such other address as either party shall designate by formal written notice. Routine communications, including monthly statements, shall be considered as duly delivered when mailed by either registered, certified, ordinary mail, electronic communication, or telecommunication.

5. Transporter shall proceed with due diligence to obtain such governmental and other regulatory authorizations as may be required for the rendition of the services contemplated herein, provided that Transporter reserves the right to file and prosecute applications for such authorizations, any supplements or amendments thereto and, if necessary, any court review, in such manner as it deems to be in its best interest, including the right to withdraw the application or to file pleadings and motions (including motions for dismissal).

6. This Agreement and the respective obligations of the parties hereunder are subject to all present and future valid laws, orders, rules and regulations of constituted authorities having jurisdiction over the parties, their functions or gas supply, this Agreement or any provision hereof. Neither party shall be held in default for failure to perform hereunder if such failure is due to compliance with laws, orders, rules or regulations of any such duly constituted authorities.

7. The subject headings of the articles of this Agreement are inserted for the purpose of convenient reference and are not intended to be a part of the Agreement nor considered in any interpretation of the same.

8. No presumption shall operate in favor of or against either party hereto as a result of any responsibility either party may have had for drafting this Agreement.

9. THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, WITHOUT RECOURSE TO THE LAW REGARDING THE CONFLICT OF LAWS.

10. The Parties' obligations hereunder are not subject to the availability of transportation services upstream and downstream of Transporter's system. Shipper assumes all responsibility for the arrangement of any such upstream and downstream service.

11. It is expressly agreed that there is no Third Party Beneficiary of this Agreement, and that the provisions of this Agreement and the General Terms and Conditions do not impart enforceable rights to anyone who is not a party or successor or assignee of any party to this Agreement.

12. This Agreement and any amendments thereto may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The Parties agree that a facsimile, email or other electronic version of the Agreement, when properly executed, shall be considered for all purposes an original document, and a signed and binding Agreement.

13. Shipper appoints the shipper(s) of the Related Gas Stream (as defined in Section 1.1 of the PTR Rate Schedule) as its agent(s) for purposes of invoicing and payment hereunder.

[14. - 15.] [If service is provided under Subpart 284B of the Commission's regulations, a reference thereto would be inserted here.]

[The following language may be inserted, if applicable:

This agreement supersedes, cancels and terminates as of the effective date hereof the following agreements: _____]

The parties hereto have caused this Agreement to be signed by their duly authorized personnel the day and year first above written.

NATIONAL FUEL GAS SUPPLY CORPORATION
(Transporter)

Signature: _____

Name: _____

Title: _____

(Shipper)

Signature: _____

Name: _____

Title: _____

**FORM OF SERVICE AGREEMENT
(IAS Service)**

AGREEMENT made _____, by and between **NATIONAL FUEL GAS SUPPLY CORPORATION**, a Pennsylvania corporation, hereinafter called “Transporter” and _____, a _____, hereinafter called “Shipper.”

WHEREAS, Shipper has requested that Transporter advance natural gas; and

WHEREAS, Transporter has agreed to provide such advance for Shipper subject to the terms and conditions hereof.

WITNESSETH: That, in consideration of the mutual covenants herein contained, the parties hereto agree that Transporter will advance to Shipper, on an interruptible basis, and Shipper will return, or cause to be returned, to Transporter natural gas, at the prices and on the terms and conditions hereinafter provided.

ARTICLE I

Quantities

Subject to the provisions of Transporter’s IAS Rate Schedule, Transporter agrees to advance to Shipper up to the following quantities of natural gas: Maximum Advance Quantity (MAQ) of _____ Dekatherms (Dth)

ARTICLE II

Rate

Unless otherwise mutually agreed in a written amendment to this Agreement, for the service provided by Transporter hereunder, Shipper shall pay Transporter the maximum rate provided under Rate Schedule IAS set forth in Transporter’s effective FERC Gas Tariff.

In the event that Transporter places on file with the Federal Energy Regulatory Commission (“Commission”) another rate schedule which may be applicable to advance service rendered hereunder, then Transporter, at its option, may from and after the effective date of such rate schedule, utilize such rate schedule in performance of this Agreement. Such a rate schedule(s) or superseding rate schedule(s) and any revisions thereof which shall be filed and become effective shall apply to and be a part of this Agreement. Transporter shall have the right to propose, file and make effective with the Commission, or other body having jurisdiction, changes and revisions of any effective rate schedule(s), or to propose, file, and make effective superseding rate schedules, for the purpose of changing the rate, charges, and other provisions thereof effective as to Shipper.

ARTICLE III

Term of Agreement

This Agreement shall be effective upon the date hereof. Service hereunder shall commence _____ and continue in effect for a [primary] term ending _____ [, and shall continue in effect thereafter unless and until terminated by either Shipper or Transporter upon (insert number as determined below) months' advance written notice specifying as the termination date the expiration of the primary term or any anniversary thereof].

{In general, the bracketed language shall be included in agreements with a term of one (1) year or longer. In general, the notice period to be inserted shall be six (6) months where the primary term is two (2) years or less, and twelve (12) months where the primary term is more than two (2) years. Transporter and Shipper may agree on a not unduly discriminatory basis to include the bracketed language in shorter-term agreements or to different notice or evergreen periods. }

ARTICLE IV

Points of Receipt and Delivery

The Point(s) of Receipt for all gas returned to Transporter shall be:

ARTICLE V

Regulatory Approval

Performance under this Agreement by Transporter and Shipper shall be contingent upon Transporter receiving all necessary regulatory or other governmental approvals upon terms satisfactory to Transporter. Should Transporter be denied such approvals to provide the service contemplated herein or construct and operate any necessary facilities therefor upon the terms and conditions requested in the application therefor, then Transporter's and Shipper's obligations hereunder shall terminate.

ARTICLE VI

Incorporation by Reference of Tariff Provisions

To the extent not inconsistent with the terms and conditions of this agreement, the provisions of Rate Schedule IAS, including any provisions of the General Terms and Conditions incorporated therein, or any effective superseding rate schedule or otherwise applicable rate schedule, and any revisions thereof that may be made effective hereafter are hereby made applicable to and a part hereof by reference.

ARTICLE VII

Miscellaneous

1. No change, modification or alteration of this Agreement shall be or become effective until executed in writing by the parties hereto, and no course of dealing between the parties shall be construed to alter the terms hereof, except as expressly stated herein.

2. No waiver by any party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any other default or defaults, whether of a like or of a different character.

3. Any company which shall succeed by purchase, merger or consolidation of the gas related properties, substantially as an entirety, of Transporter or of Shipper, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Either party may, without relieving itself of its obligations under this Agreement, assign any of its rights hereunder to a company with which it is affiliated, but otherwise, no assignment of this Agreement or of any of the rights or obligations hereunder shall be made unless there first shall have been obtained the consent thereto in writing of the other party. Consent shall not be unreasonably withheld.

4. Except as herein otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement, or any notice which either party may desire to give the other, shall be in writing and shall be considered as duly delivered when mailed by registered mail, or certified mail, or sent by UPS, FedEx, or equivalent form of delivery that requires signature upon receipt to the Post Office address of the parties hereto, as the case may be, as follows:

Transporter: National Fuel Gas Supply Corporation
Commercial Services
6363 Main Street
Williamsville, New York 14221

Shipper:

or at such other address as either party shall designate by formal written notice. Routine communications, including monthly statements, shall be considered as duly delivered when mailed by either registered, certified, ordinary mail, electronic communication, or telecommunication.

5. Transporter shall proceed with due diligence to obtain such governmental and other regulatory authorizations as may be required for the rendition of the services contemplated herein, provided that Transporter reserves the right to file and prosecute applications for such authorizations, any supplements or amendments thereto and, if necessary, any court review, in such manner as it deems to be in its best interest, including the right to withdraw the application or to file pleadings and motions (including motions for dismissal).

6. This Agreement and the respective obligations of the parties hereunder are subject to all present and future valid laws, orders, rules and regulations of constituted authorities having jurisdiction over the parties, their functions or gas supply, this Agreement or any provision hereof. Neither party shall be

held in default for failure to perform hereunder if such failure is due to compliance with laws, orders, rules or regulations of any such duly constituted authorities.

7. The subject headings of the articles of this Agreement are inserted for the purpose of convenient reference and are not intended to be a part of the Agreement nor considered in any interpretation of the same.

8. No presumption shall operate in favor of or against either party hereto as a result of any responsibility either party may have had for drafting this Agreement.

9. THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, WITHOUT RECOURSE TO THE LAW REGARDING THE CONFLICT OF LAWS.

10. The Parties' obligations hereunder are not subject to the availability of transportation services upstream and downstream of Transporter's system. Shipper assumes all responsibility for the arrangement of any such upstream and downstream service.

11. It is expressly agreed that there is no Third Party Beneficiary of this Agreement, and that the provisions of this Agreement and the General Terms and Conditions do not impart enforceable rights to anyone who is not a party or successor or assignee of any party to this Agreement.

12. This Agreement and any amendments thereto may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The Parties agree that a facsimile, email or other electronic version of the Agreement, when properly executed, shall be considered for all purposes an original document, and a signed and binding Agreement.

[13. - 14.] [If service is provided under Subpart 284B of the Commission's regulations, a reference thereto would be inserted here.]

[The following language may be inserted, if applicable:

This agreement supersedes, cancels and terminates as of the effective date hereof the following agreements: _____]

The parties hereto have caused this Agreement to be signed by their duly authorized personnel the day and year first above written.

NATIONAL FUEL GAS SUPPLY CORPORATION
(Transporter)

Signature: _____

Name: _____

Title: _____

(Shipper)

Signature: _____

Name: _____

Title: _____

**FORM OF SERVICE AGREEMENT
(FSS Service)**

AGREEMENT made _____, by and between **NATIONAL FUEL GAS SUPPLY CORPORATION**, a Pennsylvania corporation, hereinafter called “Transporter,” and _____, a _____, hereinafter called “Shipper.”

WITNESSETH: That in consideration of the mutual covenants herein contained, the parties hereto agree that Transporter will store natural gas for Shipper during the term, at the rates and on the terms and conditions hereinafter provided.

ARTICLE I

Quantities

Subject to the provisions of Transporter’s FSS Rate Schedule Transporter agrees to receive, cause to be injected into storage for Shipper’s account, store, withdraw from storage, and deliver to Shipper quantities of natural gas as follows:

Maximum Storage Quantity (MSQ) of _____ Dekatherms (Dth)

Maximum Daily Injection Quantity (MDIQ) of _____ Dth

Maximum Daily Withdrawal Quantity (MDWQ) of _____ Dth

[Pursuant to Section 2.9 of the FSS Rate Schedule, any seasonal, inventory-related or other limitation on injections and/or withdrawals, and any inventory reduction schedule applicable to a particular agreement will be inserted here.]

ARTICLE II

Rate

Unless otherwise mutually agreed in a written amendment to this Agreement, for the service provided by Transporter hereunder, Shipper shall pay Transporter the maximum rate provided under Rate Schedule FSS set forth in Transporter’s effective FERC Gas Tariff.

In the event that Transporter places on file with the Federal Energy Regulatory Commission (“Commission”) another rate schedule which may be applicable to transportation service rendered hereunder, then Transporter, at its option, may from and after the effective date of such rate schedule, utilize such rate schedule in performance of this Agreement. Such a rate schedule(s) or superseding rate schedule(s) and any revisions thereof which shall be filed and become effective shall apply to and be a part of this Agreement. Transporter shall have the right to propose, file and make effective with the Commission, or other body having jurisdiction, changes and revisions of any effective rate schedule(s), or to propose, file, and make effective superseding rate schedules, for the purpose of changing the rate, charges, and other provisions thereof effective as to Shipper.

ARTICLE III

Term of Agreement

This Agreement shall be effective upon the date hereof. Service hereunder shall commence _____ (“Commencement Date”) and continue in effect for a [primary] term ending (date coincides with the end of the storage period) _____ [, and shall continue in effect thereafter unless and until terminated by either Shipper or Transporter upon (insert number as determined below) months’ advance written notice specifying as the termination date the expiration of the primary term or any anniversary thereof]. As of the Commencement Date, Transporter will stand ready to provide storage service for Shipper pursuant to the terms of this Agreement, and Shipper shall be responsible for all charges hereunder, notwithstanding the status of any facilities being constructed by others to provide upstream or downstream transportation of gas to be transported hereunder

{In general, the bracketed language shall be included in agreements with a term of one (1) year or longer, except for service agreements for capacity available only during an Interim Period under Section 26.5 of the General Terms and Conditions and service agreements for capacity available on a limited-term basis up to the in-service date of an expansion projects under Section 36 of the General Terms and Conditions. In general, the notice period to be inserted shall be six (6) months where the primary term is two (2) years or less, and twelve (12) months where the primary term is more than two (2) years. Transporter and Shipper may agree on a not unduly discriminatory basis to include the bracketed language in shorter-term agreements or to different notice or evergreen periods.}

The Injection Period shall be from _____ to _____ and the Withdrawal Period shall be from _____ to _____. The Injection and Withdrawal Periods shall constitute the Storage period.

[For agreements entered into or combined pursuant to Section 37.1 of the General Terms and Conditions, Article III - Term of Agreement - shall provide as follows: See Exhibit A.]

ARTICLE IV

Receipt and Delivery Points

The Point(s) of Receipt for all gas that may be received for Shipper’s account for storage by Transporter, and the MDTQ applicable to each point of receipt, shall be:

The Point(s) of Delivery for all gas to be delivered by Transporter for Shipper’s account and the MDTQ applicable to each point of delivery shall be:

ARTICLE V

Regulatory Approval

Performance under this Agreement by Transporter and Shipper shall be contingent upon Transporter receiving all necessary regulatory or other governmental approvals upon terms satisfactory to Transporter. Should Transporter be denied such approvals to provide the service contemplated herein or construct and operate any necessary facilities therefor upon the terms and conditions requested in the application therefor, then Transporter’s and Shipper’s obligations hereunder shall terminate.

ARTICLE VI

Incorporation by Reference of Tariff Provisions

To the extent not inconsistent with the terms and conditions of this agreement, the provisions of Rate Schedule FSS, or any effective superseding rate schedule or otherwise applicable rate schedule, including any provisions of the General Terms and Conditions incorporated therein, and any revisions thereof that may be made effective hereafter are hereby made applicable to and a part hereof by reference.

ARTICLE VII

Miscellaneous

1. No change, modification or alteration of this Agreement shall be or become effective until executed in writing by the parties hereto, and no course of dealing between the parties shall be construed to alter the terms hereof, except as expressly stated herein.

2. No waiver by any party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any other default or defaults, whether of a like or of a different character.

3. Any company which shall succeed by purchase, merger or consolidation of the gas related properties, substantially as an entirety, of Transporter or of Shipper, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Either party may, without relieving itself of its obligations under this Agreement, assign any of its rights hereunder to a company with which it is affiliated, but otherwise, no assignment of this Agreement or of any of the rights or obligations hereunder shall be made unless there first shall have been obtained the consent thereto in writing of the other party. Consent shall not be unreasonably withheld.

4. Except as herein otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement, or any notice which either party may desire to give the other, shall be in writing and shall be considered as duly delivered when mailed by registered mail, or certified mail, or sent by UPS, FedEx, or equivalent form of delivery that requires signature upon receipt to the Post Office address of the parties hereto, as the case may be, as follows:

Transporter: National Fuel Gas Supply Corporation
Commercial Services
6363 Main Street
Williamsville, New York 14221

Shipper:

or at such other address as either party shall designate by formal written notice. Routine communications, including monthly statements, shall be considered as duly delivered when mailed by either registered, certified, or ordinary mail, electronic communication, or telecommunication.

5. Transporter shall proceed with due diligence to obtain such governmental and other regulatory authorizations as may be required for the rendition of the services contemplated herein, provided that Transporter reserves the right to file and prosecute applications for such authorizations, any supplements or amendments thereto and, if necessary, any court review, in such manner as it deems to be in its best interest, including the right to withdraw the application or to file pleadings and motions (including motions for dismissal).

6. This Agreement and the respective obligations of the parties hereunder are subject to all present and future valid laws, orders, rules and regulations of constituted authorities having jurisdiction over the parties, their functions or gas supply, this Agreement or any provision hereof. Neither party shall be held in default for failure to perform hereunder if such failure is due to compliance with laws, orders, rules or regulations of any such duly constituted authorities.

7. The subject headings of the articles of this Agreement are inserted for the purpose of convenient reference and are not intended to be a part of the Agreement nor considered in any interpretation of the same.

8. No presumption shall operate in favor of or against either party hereto as a result of any responsibility either party may have had for drafting this Agreement.

9. THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, WITHOUT RECOURSE TO THE LAW REGARDING THE CONFLICT OF LAWS.

10. The Parties' obligations hereunder are not subject to the availability of transportation services upstream and downstream of Transporter's system. Shipper assumes all responsibility for the arrangement of any such upstream and downstream service.

11. It is expressly agreed that there is no Third Party Beneficiary of this Agreement, and that the provisions of this Agreement and the General Terms and Conditions do not impart enforceable rights to anyone who is not a party or successor or assignee of any party to this Agreement.

12. This Agreement and any amendments thereto may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The Parties agree that a facsimile, email or other electronic version of the Agreement, when properly executed, shall be considered for all purposes an original document, and a signed and binding Agreement.

[13. - 14.] [If service is provided under Subpart 284B of the Commission's regulations, a reference thereto would be inserted here.]

[Where Transporter and Shipper agree that their service agreement will be subject to the provisions of Section 11 of the General Terms and Conditions, the following provision will be inserted:

Transporter and Shipper agree that this Agreement shall be treated as a Qualifying Agreement for purposes of Section 11 of the General Terms and Conditions.]

[include any restrictions on shipper's right of first refusal here]

[In the case of a service agreement that is not a Qualifying Agreement under Section 11.1 of the General Terms and Conditions by virtue of Section 26.5 or Section 36 thereof, the following provision will be inserted:

Transporter and Shipper agree that this Agreement shall not be treated as a Qualifying Agreement for purposes of Section 11 of the General Terms and Conditions.]

[Any restrictions on a shipper's right of first refusal resulting from a limitation on acquired capacity, pursuant to Section 35(c) of the General Terms and Conditions, shall be inserted here]

[If Transporter and Shipper have entered into a credit and/or reimbursement arrangement in connection with a facility construction project, the terms of such arrangement or a cross-reference will appear here.]

[The following language may be inserted, if applicable:

This agreement supersedes, cancels and terminates as of the effective date hereof the following agreements: _____]

The parties hereto have caused this Agreement to be signed by their duly authorized personnel the day and year first above written.

NATIONAL FUEL GAS SUPPLY CORPORATION
(Transporter)

Signature: _____

Name: _____

Title: _____

(Shipper)

Signature: _____

Name: _____

Title: _____

**FORM OF SERVICE AGREEMENT
(ESS Service)**

AGREEMENT made _____, by and between **NATIONAL FUEL GAS SUPPLY CORPORATION**, a Pennsylvania corporation, hereinafter called “Transporter,” and _____, a _____, hereinafter called “Shipper.”

WITNESSETH: That in consideration of the mutual covenants herein contained, the parties hereto agree that Transporter will store natural gas for Shipper during the term, at the rates and on the terms and conditions hereinafter provided.

ARTICLE I

Quantities

Subject to the provisions of Transporter’s ESS Rate Schedule Transporter agrees to cause to be injected into storage for Shipper’s account, store, and withdraw from storage, quantities of natural gas as follows:

Maximum Storage Quantity (MSQ) of _____ Dekatherms (Dth)
Maximum Injection Quantity (MDIQ) of _____ Dth
Maximum Withdrawal Quantity (MDWQ) of _____ Dth

ARTICLE II

Rate

Unless otherwise mutually agreed in a written amendment to this Agreement, for the service provided by Transporter hereunder, Shipper shall pay Transporter the maximum rate provided under Rate Schedule ESS set forth in Transporter’s effective FERC Gas Tariff.

In the event that Transporter places on file with the Federal Energy Regulatory Commission (“Commission”) another rate schedule which may be applicable to transportation service rendered hereunder, then Transporter, at its option, may from and after the effective date of such rate schedule, utilize such rate schedule in performance of this Agreement. Such a rate schedule(s) or superseding rate schedule(s) and any revisions thereof which shall be filed and become effective shall apply to and be a part of this Agreement. Transporter shall have the right to propose, file and make effective with the Commission, or other body having jurisdiction, changes and revisions of any effective rate schedule(s), or to propose, file, and make effective superseding rate schedules, for the purpose of changing the rate, charges, and other provisions thereof effective as to Shipper.

ARTICLE III

Term of Agreement

This Agreement shall be effective upon the date hereof. Service hereunder shall commence _____ (“Commencement Date”) and continue in effect for a [primary] term ending April 1, _____ [, and shall continue in effect thereafter unless and until terminated by either Shipper or Transporter upon (insert number as determined below) months’ advance written notice specifying as the termination date the expiration of the primary term or any anniversary thereof]. As of the Commencement Date, Transporter will stand ready to provide storage service for Shipper pursuant to the terms of this Agreement, and Shipper shall be responsible for all charges hereunder, notwithstanding the status of any facilities being constructed by others to provide upstream or downstream transportation of gas to be transported hereunder

{In general, the bracketed language shall be included in agreements with a term of one (1) year or longer, except for service agreements for capacity available only during an Interim Period under Section 26.5 of the General Terms and Conditions and service agreements for capacity available on a limited-term basis up to the in-service date of an expansion projects under Section 36 of the General Terms and Conditions. In general, the notice period to be inserted shall be six (6) months where the primary term is two (2) years or less, and twelve (12) months where the primary term is more than two (2) years. Transporter and Shipper may agree on a not unduly discriminatory basis to include the bracketed language in shorter-term agreements or to different notice or evergreen periods.}

[For agreements entered into or combined pursuant to Section 37.1 of the General Terms and Conditions, Article III - Term of Agreement - shall provide as follows: See Exhibit A.]

ARTICLE IV

Regulatory Approval

Performance under this Agreement by Transporter shall be contingent upon Transporter receiving all necessary regulatory or other governmental approvals upon terms satisfactory to Transporter. Should Transporter be denied such approvals to provide the service contemplated herein or construct and operate any necessary facilities therefor upon the terms and conditions requested in the application therefor, then Transporter’s and Shipper’s obligations hereunder shall terminate.

ARTICLE V

Incorporation by Reference of Tariff Provisions

To the extent not inconsistent with the terms and conditions of this agreement, the provisions of Rate Schedule ESS, or any effective superseding rate schedule or otherwise applicable rate schedule, including any provisions of the General Terms and Conditions incorporated therein, and any revisions thereof that may be made effective hereafter are hereby made applicable to and a part hereof by reference.

ARTICLE VI

Miscellaneous

1. No change, modification or alteration of this Agreement shall be or become effective until executed in writing by the parties hereto, and no course of dealing between the parties shall be construed to alter the terms hereof, except as expressly stated herein.

2. No waiver by any party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any other default or defaults, whether of a like or of a different character.

3. Any company which shall succeed by purchase, merger or consolidation of the gas related properties, substantially as an entirety, of Transporter or of Shipper, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Either party may, without relieving itself of its obligations under this Agreement, assign any of its rights hereunder to a company with which it is affiliated, but otherwise, no assignment of this Agreement or of any of the rights or obligations hereunder shall be made unless there first shall have been obtained the consent thereto in writing of the other party. Consent shall not be unreasonably withheld.

4. Except as herein otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement, or any notice which either party may desire to give the other, shall be in writing and shall be considered as duly delivered when mailed by registered mail, or certified mail, or sent by UPS, FedEx, or equivalent form of delivery that requires signature upon receipt to the Post Office address of the parties hereto, as the case may be, as follows:

Transporter: National Fuel Gas Supply Corporation
Commercial Services
6363 Main Street
Williamsville, New York 14221

Shipper:

or at such other address as either party shall designate by formal written notice. Routine communications, including monthly statements, shall be considered as duly delivered when mailed by either registered, certified, or ordinary mail, electronic communication, or telecommunication.

5. Transporter shall proceed with due diligence to obtain such governmental and other regulatory authorizations as may be required for the rendition of the services contemplated herein, provided that Transporter reserves the right to file and prosecute applications for such authorizations, any supplements or amendments thereto and, if necessary, any court review, in such manner as it deems to be in its best interest, including the right to withdraw the application or to file pleadings and motions (including motions for dismissal).

6. This Agreement and the respective obligations of the parties hereunder are subject to all present and future valid laws, orders, rules and regulations of constituted authorities having jurisdiction over the parties, their functions or gas supply, this Agreement or any provision hereof. Neither party shall be

held in default for failure to perform hereunder if such failure is due to compliance with laws, orders, rules or regulations of any such duly constituted authorities.

7. The subject headings of the articles of this Agreement are inserted for the purpose of convenient reference and are not intended to be a part of the Agreement nor considered in any interpretation of the same.

8. No presumption shall operate in favor of or against either party hereto as a result of any responsibility either party may have had for drafting this Agreement.

9. THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, WITHOUT RECOURSE TO THE LAW REGARDING THE CONFLICT OF LAWS.

10. The Parties' obligations hereunder are not subject to the availability of transportation services upstream and downstream of Transporter's system. Shipper assumes all responsibility for the arrangement of any such upstream and downstream service.

11. It is expressly agreed that there is no Third Party Beneficiary of this Agreement, and that the provisions of this Agreement and the General Terms and Conditions do not impart enforceable rights to anyone who is not a party or successor or assignee of any party to this Agreement.

12. This Agreement and any amendments thereto may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The Parties agree that a facsimile, email or other electronic version of the Agreement, when properly executed, shall be considered for all purposes an original document, and a signed and binding Agreement.

[13. - 14.] [If service is provided under Subpart 284B of the Commission's regulations, a reference thereto would be inserted here.]

[Where Transporter and Shipper agree that their service agreement will be subject to the provisions of Section 11 of the General Terms and Conditions, the following provision will be inserted:

Transporter and Shipper agree that this Agreement shall be treated as a Qualifying Agreement for purposes of Section 11 of the General Terms and Conditions.]

[include any restrictions on shipper's right of first refusal here]

[In the case of a service agreement that is not a Qualifying Agreement under Section 11.1 of the General Terms and Conditions by virtue of Section 26.5 or Section 36 thereof, the following provision will be inserted:

Transporter and Shipper agree that this Agreement shall not be treated as a Qualifying Agreement for purposes of Section 11 of the General Terms and Conditions.]

[Any restrictions on a shipper's right of first refusal resulting from a limitation on acquired capacity, pursuant to Section 35(c) of the General Terms and Conditions, shall be inserted here]

[If Transporter and Shipper have entered into a credit and/or reimbursement arrangement in connection with a facility construction project, the terms of such arrangement or a cross-reference will appear here.]

[The following language may be inserted, if applicable:

This agreement supersedes, cancels and terminates as of the effective date hereof the following agreements: _____]

The parties hereto have caused this Agreement to be signed by their duly authorized personnel the day and year first above written.

NATIONAL FUEL GAS SUPPLY CORPORATION
(Transporter)

Signature: _____

Name: _____

Title: _____

(Shipper)

Signature: _____

Name: _____

Title: _____

**FORM OF SERVICE AGREEMENT
(ISS Service)**

AGREEMENT made _____, by and between **NATIONAL FUEL GAS SUPPLY CORPORATION**, a Pennsylvania corporation, hereinafter called “Transporter,” and _____, a _____, hereinafter called “Shipper.”

WITNESSETH: That in consideration of the mutual covenants herein contained, the parties hereto agree that Transporter will store natural gas for Shipper during the term, at the rates and on the terms and conditions hereinafter provided.

ARTICLE I

Quantities

Subject to the provisions of Transporter’s ISS Rate Schedule Transporter agrees to receive, cause to be injected into storage for Shipper’s account, store, withdraw from storage, and deliver to Shipper quantities of natural gas as follows:

Maximum Storage Quantity (MSQ) of _____ Dekatherms (Dth)

Maximum Daily Injection Quantity (MDIQ) of _____ Dth

Maximum Daily Withdrawal Quantity (MDWQ) of _____ Dth

ARTICLE II

Rate

Unless otherwise mutually agreed in a written amendment to this Agreement, for the service provided by Transporter hereunder, Shipper shall pay Transporter the maximum rate provided under Rate Schedule ISS set forth in Transporter’s effective FERC Gas Tariff.

In the event that Transporter places on file with the Federal Energy Regulatory Commission (“Commission”) another rate schedule which may be applicable to transportation service rendered hereunder, then Transporter, at its option, may from and after the effective date of such rate schedule, utilize such rate schedule in performance of this Agreement. Such a rate schedule(s) or superseding rate schedule(s) and any revisions thereof which shall be filed and become effective shall apply to and be a part of this Agreement. Transporter shall have the right to propose, file and make effective with the Commission, or other body having jurisdiction, changes and revisions of any effective rate schedule(s), or to propose, file, and make effective superseding rate schedules, for the purpose of changing the rate, charges, and other provisions thereof effective as to Shipper.

ARTICLE III

Term of Agreement

This Agreement shall be effective upon the date hereof. Service hereunder shall commence _____ (“Commencement Date”) and continue in effect for a [primary] term ending _____ [, and shall continue in effect thereafter unless and until terminated by either Shipper or Transporter upon (insert number as determined below) months’ advance written notice specifying as the termination date the expiration of the primary term or any anniversary thereof]. As of the Commencement Date, Transporter will stand ready to provide storage service for Shipper pursuant to the terms of this Agreement, and Shipper shall be responsible for all charges hereunder, notwithstanding the status of any facilities being constructed by others to provide upstream or downstream transportation of gas to be transported hereunder

{In general, the bracketed language shall be included in agreements with a term of one (1) year or longer. In general, the notice period to be inserted shall be six (6) months where the primary term is two (2) years or less, and twelve (12) months where the primary term is more than two (2) years. Transporter and Shipper may agree on a not unduly discriminatory basis to include the bracketed language in shorter-term agreements or to different notice or evergreen periods.}

ARTICLE IV

Receipt and Delivery Points

The Point(s) of Receipt for all gas that may be received for Shipper’s account for transportation by Transporter, shall be:

The Point(s) of Delivery for all gas to be delivered by Transporter for Shipper’s account shall be:

ARTICLE V

Regulatory Approval

Performance under this Agreement by Transporter and Shipper shall be contingent upon Transporter receiving all necessary regulatory or other governmental approvals upon terms satisfactory to Transporter. Should Transporter be denied such approvals to provide the service contemplated herein or construct and operate any necessary facilities therefor upon the terms and conditions requested in the application therefor, then Transporter’s and Shipper’s obligations hereunder shall terminate.

ARTICLE VI

Incorporation by Reference of Tariff Provisions

To the extent not inconsistent with the terms and conditions of this agreement, the provisions of Rate Schedule ISS, or any effective superseding rate schedule or otherwise applicable rate schedule, including any provisions of the General Terms and Conditions incorporated therein, and any revisions thereof that may be made effective hereafter are hereby made applicable to and a part hereof by reference.

ARTICLE VII

Miscellaneous

1. No change, modification or alteration of this Agreement shall be or become effective until executed in writing by the parties hereto, and no course of dealing between the parties shall be construed to alter the terms hereof, except as expressly stated herein.

2. No waiver by any party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any other default or defaults, whether of a like or of a different character.

3. Any company which shall succeed by purchase, merger or consolidation of the gas related properties, substantially as an entirety, of Transporter or of Shipper, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Either party may, without relieving itself of its obligations under this Agreement, assign any of its rights hereunder to a company with which it is affiliated, but otherwise, no assignment of this Agreement or of any of the rights or obligations hereunder shall be made unless there first shall have been obtained the consent thereto in writing of the other party. Consent shall not be unreasonably withheld.

4. Except as herein otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement, or any notice which either party may desire to give the other, shall be in writing and shall be considered as duly delivered when mailed by registered or certified mail, or sent by UPS, FedEx, or equivalent form of delivery that requires signature upon receipt to the Post Office address of the parties hereto, as the case may be, as follows:

Transporter: National Fuel Gas Supply Corporation
Commercial Services
6363 Main Street
Williamsville, New York 14221

Shipper:

or at such other address as either party shall designate by formal written notice. Routine communications, including monthly statements, shall be considered as duly delivered when mailed by either registered, certified, or ordinary mail, electronic communication, or telecommunication.

5. Transporter shall proceed with due diligence to obtain such governmental and other regulatory authorizations as may be required for the rendition of the services contemplated herein, provided that Transporter reserves the right to file and prosecute applications for such authorizations, any supplements or amendments thereto and, if necessary, any court review, in such manner as it deems to be in its best interest, including the right to withdraw the application or to file pleadings and motions (including motions for dismissal).

6. This Agreement and the respective obligations of the parties hereunder are subject to all present and future valid laws, orders, rules and regulations of constituted authorities having jurisdiction over the parties, their functions or gas supply, this Agreement or any provision hereof. Neither party shall be

held in default for failure to perform hereunder if such failure is due to compliance with laws, orders, rules or regulations of any such duly constituted authorities.

7. The subject headings of the articles of this Agreement are inserted for the purpose of convenient reference and are not intended to be a part of the Agreement nor considered in any interpretation of the same.

8. No presumption shall operate in favor of or against either party hereto as a result of any responsibility either party may have had for drafting this Agreement.

9. THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, WITHOUT RECOURSE TO THE LAW REGARDING THE CONFLICT OF LAWS.

10. The Parties' obligations hereunder are not subject to the availability of transportation services upstream and downstream of Transporter's system. Shipper assumes all responsibility for the arrangement of any such upstream and downstream service.

11. It is expressly agreed that there is no Third Party Beneficiary of this Agreement, and that the provisions of this Agreement and the General Terms and Conditions do not impart enforceable rights to anyone who is not a party or successor or assignee of any party to this Agreement.

12. This Agreement and any amendments thereto may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The Parties agree that a facsimile, email or other electronic version of the Agreement, when properly executed, shall be considered for all purposes an original document, and a signed and binding Agreement.

[13. - 14.] [If service is provided under Subpart 284B of the Commission's regulations, a reference thereto would be inserted here.]

[The following language may be inserted, if applicable:

This agreement supersedes, cancels and terminates as of the effective date hereof the following agreements: _____]

The parties hereto have caused this Agreement to be signed by their duly authorized personnel the day and year first above written.

NATIONAL FUEL GAS SUPPLY CORPORATION
(Transporter)

Signature: _____

Name: _____

Title: _____

(Shipper)

Signature: _____

Name: _____

Title: _____

Reserved for Future Use

Reserved for Future Use

Reserved for Future Use

Reserved for Future Use

Reserved for Future Use

**FORM OF UNDERGROUND STORAGE SERVICE AGREEMENT
(Rate Schedule SS-1 -- 110 Day Service)**

THIS AGREEMENT made _____, by and between **NATIONAL FUEL GAS SUPPLY CORPORATION**, a Pennsylvania corporation having its office and principal place of business at 6363 Main Street, Williamsville, New York 14221, hereinafter called “Transporter” and _____, a corporation having its principal place of business at _____, hereinafter called “Buyer”.

WITNESSETH: That in consideration of the mutual covenants herein contained, the parties hereto agree that on the terms and conditions hereinafter provided and subject to the terms of Transporter’s Rate Schedule SS-1 and all the General Terms and Conditions contained in Transporter’s FERC Gas Tariff and any revisions thereof that may be made effective hereafter, such Rate Schedule and General Terms and Conditions being hereby incorporated by reference:

ARTICLE I

Character of Service and Volumes

Transporter agrees to (a) transport or cause gas to be transported for Buyer from the delivery point set forth in Article IV hereof, (b) store gas, and (c) transport or cause gas to be transported to the delivery point set forth in Article IV hereof, as provided herein, and Buyer agrees to engage Transporter to transport and store, and to pay therefore, volumes of natural gas as follows:

(i) Annual Storage Volume

The Annual Storage Volume applicable under this agreement is _____ Mcf.

(ii) Maximum Daily Injection Volume

From the commencement of the first contract year and continuing for the remaining term of this agreement the Maximum Daily Injection Volume will vary according to the percentage of Buyer’s Annual Storage Volume occupied at the commencement of any given day as follows:

<u>Maximum Daily Percentage Annual Storage Volume Occupied</u>	<u>Injection Volume Based on _____ (Mcf)</u>
Less than 10%	1/150
From greater than 10% to 30%	1/160
From greater than 30% to 50%	1/175
From greater than 50% to 70%	1/185
From greater than 70% to 100%	1/200

(iii) Maximum Daily Withdrawal Volume

From the commencement of the first contract year and continuing for the remaining term of this agreement the Maximum Daily Withdrawal Volume will vary according to the percentage of Buyer's Annual Storage Volume occupied at the commencement of any given day as follows:

Maximum Daily Percentage Annual Storage <u>Volume Occupied</u>	Injection Volume Based on _____ <u>(Mcf)</u>
From greater than 30% to 100%	1/110
From greater than 15% to 30%	1/120
From greater than 10% to 15%	1/135
Less than 10%	1/150

ARTICLE II

Term of Agreement

The term of this agreement shall commence as of _____ and continue in effect until _____, and from year to year thereafter until terminated by either Transporter or Buyer upon not less than 12 months' prior written notice to the other specifying a termination date at the end of such period or any subsequent anniversary thereof.

ARTICLE III

Rate Schedule

Buyer shall pay Transporter for all service rendered hereunder at the rate established under Transporter's Rate Schedule SS-1 as filed with the Federal Regulatory Commission and as the same may hereafter be amended or superseded in accordance with applicable rules and regulations of the Federal Energy Regulatory Commission or successor agency having jurisdiction. This agreement shall be and remain subject to the terms and provisions of said rate schedule as in effect from time to time. It is agreed that Transporter may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE IV

Delivery Point and Pressures

The point of delivery for gas received for Buyer's account by Transporter and redelivered by Transporter to or for Buyer's account shall be at the pipeline interconnection of Transporter's Line EC-1 with the interstate transmission facilities of Tennessee Gas Pipeline Company ("Tennessee") and/or other facilities of Transporter near Transporter's Ellisburg Station in Potter County, Pennsylvania. The gas received by Transporter at such Ellisburg interconnection shall be at the pressure at which Tennessee or

Transporter is operating its facilities, but not less than 400 psig. The points of delivery for gas redelivered by Transporter to or for Buyer's account shall be the said Ellisburg interconnection [and also the interconnection of Transporter's Line EC-1 with the facilities of Columbia Gas Transmission Corporation ("Columbia") near Transporter's Independence Compressor Station in the town of Independence, Allegany County, New York]. The gas redelivered by Transporter to or for the account of Buyer shall be at pipeline pressures suitable for delivery into Tennessee's, [Columbia's] or Transporter's system, as the case may be; provided that Transporter shall not be obligated to deliver gas at a pressure in excess of 1,000 psig.

ARTICLE V

Miscellaneous

1. No modification of the terms and provisions of this agreement shall be or become effective except by this execution of written contracts by all parties hereto.

2. Any individual or entity which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of Transporter or Buyer, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this agreement. Either party may, without relieving itself of its obligations under this agreement, assign any of its rights hereunder to a company with which it is affiliated, but otherwise no assignment of this agreement or any of the rights or obligations hereunder shall be made unless there first shall have been obtained the consent thereto in writing of the other party, which consent shall not be unreasonably withheld.

3. For purposes of giving notice the post office address of each of the parties hereto at the time of executing this agreement is as follows:

Transporter: National Fuel Gas Supply Corporation
Commercial Services
6363 Main Street
Williamsville, New York 14221

Buyer:

4. The subject headings of the Articles of this agreement are inserted for the purpose of convenient reference and are not intended to be a part of the agreement nor considered in any interpretation of the same.

5. THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH THE LAWS OF THE STATE OF PENNSYLVANIA, WITHOUT RECOURSE TO THE LAW REGARDING THE CONFLICT OF LAWS.

6. This agreement supersedes, cancels and terminates as of the effective date hereof the following agreements:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their proper officers thereunto duly authorized as of the date first above written.

ATTEST:

NATIONAL FUEL GAS SUPPLY CORPORATION

Secretary

By: _____
President

ATTEST:

Secretary

By: _____
President

**FORM OF SERVICE AGREEMENT
(MPPAS Service)**

AGREEMENT made _____, by and between **NATIONAL FUEL GAS SUPPLY CORPORATION**, a Pennsylvania corporation, hereinafter called “Transporter” and _____, a _____, hereinafter called “Pool Aggregator.”

WHEREAS, Pool Aggregator has requested that Transporter enter into an agreement under which Pool Aggregator may operate one or more Market Pools at Market Pooling Points identified in Transporter’s Market Pooling Point Aggregation Service Rate Schedule and Transporter will account for the quantities nominated into and out of such pools in accordance with such rate schedule; and

WHEREAS, Transporter has agreed to provide such service for Pool Aggregator subject to the terms and conditions hereof.

WITNESSETH: That, in consideration of the mutual covenants herein contained, and subject to the terms and conditions hereof, the parties hereto agree as follows:

ARTICLE I

Quantities

This Agreement shall apply to all quantities shipped or transferred to or from Pooling Aggregator’s Market Pools pursuant to Transporter’s MPPAS Rate Schedule. Such quantities shall be limited to a Maximum Daily Aggregation Quantity of _____ Dth.

ARTICLE II

Rate

Unless otherwise mutually agreed in a written amendment to this Agreement, for the service provided by Transporter hereunder, Pool Aggregator shall pay Transporter the maximum rate provided under Rate Schedule MPPAS set forth in Transporter’s effective FERC Gas Tariff.

In the event that Transporter places on file with the Federal Energy Regulatory Commission (“Commission”) another rate schedule which may be applicable to transportation service rendered hereunder, then Transporter, at its option, may from and after the effective date of such rate schedule, utilize such rate schedule in performance of this Agreement. Such a rate schedule(s) or superseding rate schedule(s) and any revisions thereof which shall be filed and become effective shall apply to and be a part of this Agreement. Transporter shall have the right to propose, file and make effective with the Commission, or other body having jurisdiction, changes and revisions of any effective rate schedule(s), or to propose, file, and make effective superseding rate schedules, for the purpose of changing the rate, charges, and other provisions thereof effective as to Pool Aggregator.

ARTICLE III

Term of Agreement

This Agreement shall be effective upon the date hereof. Service hereunder shall commence on _____, and shall continue in effect thereafter on a month-to-month basis unless and until terminated by either Shipper or Transporter upon thirty (30) days' advance written notice.

ARTICLE IV

Regulatory Approval

Performance under this Agreement by Transporter and Shipper shall be contingent upon Transporter receiving all necessary regulatory or other governmental approvals upon terms satisfactory to Transporter. Should Transporter be denied such approvals to provide the service contemplated herein or construct and operate any necessary facilities therefor upon the terms and conditions requested in the application therefor, then Transporter's and Shipper's obligations hereunder shall terminate.

ARTICLE V

Incorporation by Reference of Tariff Provisions

To the extent not inconsistent with the terms and conditions of this agreement, the provisions of Rate Schedule MPPAS, including any provisions of the General Terms and Conditions incorporated therein, or any effective superseding rate schedule or otherwise applicable rate schedule, and any revisions thereof that may be made effective hereafter are hereby made applicable to and a part hereof by reference.

ARTICLE VI

Miscellaneous

1. No change, modification or alteration of this Agreement shall be or become effective until executed in writing by the parties hereto, and no course of dealing between the parties shall be construed to alter the terms hereof, except as expressly stated herein.

2. No waiver by any party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any other default or defaults, whether of a like or of a different character.

3. Any company which shall succeed by purchase, merger or consolidation of the gas related properties, substantially as an entirety, of Transporter or of Shipper, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Either party may, without relieving itself of its obligations under this Agreement, assign any of its rights hereunder to a company with which it is affiliated, but otherwise, no assignment of this Agreement or of any of the rights or obligations hereunder shall be made unless there first shall have been obtained the consent thereto in writing of the other party. Consent shall not be unreasonably withheld.

4. Except as herein otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement, or any notice which either party may desire to give the other, shall be in writing and shall be considered as duly delivered when mailed by registered mail, or certified mail, or sent by UPS, FedEx or equivalent form of delivery that requires signature upon receipt to the Post Office address of the parties hereto, as the case may be, as follows:

Transporter: National Fuel Gas Supply Corporation
Commercial Services
6363 Main Street
Williamsville, New York 14221

Pool Aggregator:

or at such other address as either party shall designate by formal written notice. Routine communications, including monthly statements, shall be considered as duly delivered when mailed by either registered, certified, ordinary mail, electronic communication, or telecommunication.

5. Transporter shall proceed with due diligence to obtain such governmental and other regulatory authorizations as may be required for the rendition of the services contemplated herein, provided that Transporter reserves the right to file and prosecute applications for such authorizations, any supplements or amendments thereto and, if necessary, any court review, in such manner as it deems to be in its best interest, including the right to withdraw the application or to file pleadings and motions (including motions for dismissal).

6. This Agreement and the respective obligations of the parties hereunder are subject to all present and future valid laws, orders, rules and regulations of constituted authorities having jurisdiction over the parties, their functions or gas supply, this Agreement or any provision hereof. Neither party shall be held in default for failure to perform hereunder if such failure is due to compliance with laws, orders, rules or regulations of any such duly constituted authorities.

7. The subject headings of the articles of this Agreement are inserted for the purpose of convenient reference and are not intended to be a part of the Agreement nor considered in any interpretation of the same.

8. No presumption shall operate in favor of or against either party hereto as a result of any responsibility either party may have had for drafting this Agreement.

9. THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, WITHOUT RECOURSE TO THE LAW REGARDING THE CONFLICT OF LAWS.

10. This Agreement and any amendments thereto may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The Parties agree that a facsimile, email or other electronic version of the Agreement, when properly executed, shall be considered for all purposes an original document, and a signed and binding Agreement.

11. It is expressly agreed that there is no Third Party Beneficiary of this Agreement, and that the provisions of this Agreement and the General Terms and Conditions do not impart enforceable rights to anyone who is not a party or successor or assignee of any party to this Agreement.

[12.] [The following language may be inserted, if applicable:

This agreement supersedes, cancels and terminates as of the effective date hereof the following agreements: _____]

The parties hereto have caused this Agreement to be signed by their duly authorized personnel the day and year first above written.

NATIONAL FUEL GAS SUPPLY CORPORATION
(Transporter)

Signature: _____

Name: _____

Title: _____

(Pool Aggregator)

Signature: _____

Name: _____

Title: _____

PART 9 – OTHER FORMS OF AGREEMENT

Master Service Agreement for Capacity Release Transactions	Form 9.010
Title Transfer Tracking Nominations Processing Agreement	Form 9.020
System License Agreement	Form 9.030

**FORM OF
MASTER SERVICE AGREEMENT
FOR CAPACITY RELEASE TRANSACTIONS**

AGREEMENT made this ____ day of _____, 20____, by and between **NATIONAL FUEL GAS SUPPLY CORPORATION**, a Pennsylvania corporation, hereinafter called “Transporter”, and _____, a _____, hereinafter called “Shipper”.

WHEREAS, Shipper has requested that Transporter provide transportation or storage service on its behalf in the event that Shipper is awarded by Transporter capacity released by one or more other firm transportation or storage customers of Transporter pursuant to Section 10 of the General Terms and Conditions of Transporter’s FERC Gas Tariff; and

WHEREAS, Transporter agrees to provide such transportation or storage service subject to the terms and conditions hereof.

WITNESSETH: That, in consideration of the mutual covenants herein contained, and subject to the terms and conditions hereof, the parties hereto agree that Transporter will transport or store gas for Shipper, on a firm basis.

ARTICLE I

Scope of Agreement

Transporter and Shipper acknowledge that this is a Master Service Agreement entered into pursuant to Section 10.4 of the General Terms and Conditions of Transporter’s FERC Gas Tariff. Upon Transporter’s posting of the award of capacity, Shipper shall be bound by the terms of the source service agreement between Transporter and the releasing shipper, subject to any limitations or conditions stated in Transporter’s capacity release award. The awarding and posting of the award of capacity by Transporter shall not, in and of itself, relieve the releasing shipper of further obligations under the source service agreement.

ARTICLE II

Quantities

To be specified in the applicable capacity award, not to exceed the quantities specified in the source service agreement between Transporter and the releasing shipper.

ARTICLE III

Authority for Transportation Service

To be specified in the applicable Award Notice.

(To the extent Shipper desires to utilize receipt/delivery points pursuant to Part 284 B (Section 311 of the NGPA and Section 284.102 of the Commission's regulations), Shipper must execute a separate agreement with Transporter and Shipper must also certify that the transportation of gas will be on behalf of either an intrastate pipeline or a local distribution company.)

ARTICLE IV

Rate Schedule

To be specified in the applicable Award Notice.

ARTICLE V

Term of Agreement

This Agreement shall be effective on the date hereof, and shall remain in effect unless and until terminated by either Shipper or Transporter upon thirty (30) days' notice. Termination of this Master Service Agreement shall terminate Shipper's status as a preapproved bidder pursuant to Section 10 of the General Terms and Conditions of Transporter's FERC Gas Tariff, but shall have no effect upon any capacity release transactions in effect as of the effective date of such termination.

The term of any particular release transaction shall be as specified in Transporter's capacity release award. Such term shall be subject to the exercise by the releasing Shipper of any right(s) it may have to recall its capacity or suspend or terminate the particular release transaction, and Transporter shall be authorized to rely upon any communication(s) from the releasing Shipper concerning such matters.

ARTICLE VI

Rates

The reservation, capacity or demand charge (or volumetric equivalent thereof) applicable to Shipper for service provided to and from primary receipt and primary delivery points and secondary receipt and delivery points identified in Transporter's capacity release award shall be as stated in Transporter's capacity release award. Unless Transporter shall agree otherwise, the reservation, capacity or demand charge (or volumetric equivalent thereof) applicable to Shipper for service provided to or from a secondary receipt or delivery point not identified in Transporter's capacity release award shall be at the maximum rates provided under the rate schedule applicable to the source service agreement.

The commodity, injection, withdrawal, Transportation Fuel and Company Use Retention, Transportation LAUF Retention, Storage Operating and LAUF Retention and other variable charges and any other related fees or surcharges shall be at the maximum rates provided under the rate schedule applicable to the source service agreement.

ARTICLE VII

Points of Receipt and Delivery

Transporter's capacity release award shall indicate the primary or secondary receipt and delivery points applicable to a particular release transaction. Gas pressures for each receipt and delivery point shall be as stated in the source service agreement. If Shipper is awarded capacity subject to Transporter's FT or FT-S Rate Schedule, the capacity release award shall indicate the eligible secondary receipt and delivery points located along Shipper's transportation path for purposes of Section 2.5 of such rate schedules.

ARTICLE VIII

Communications

Transporter shall award the capacity to Shipper and make any requisite posting on-line via Transporter's web site. Shipper acknowledges that any on-line award communicated by Transporter to Shipper via Transporter's web site shall constitute a binding agreement between Transporter and Shipper.

Except as herein otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or in a service agreement, or any notice which either party may desire to give the other, shall be in writing and shall be considered as duly delivered when mailed by registered mail, or certified mail, or sent by UPS, FedEx, or equivalent form of delivery that requires signature upon receipt to the Post Office address of the parties hereto, as the case may be, as follows:

Transporter:

Shipper:

or at such other address as either party shall designate by formal written notice. Routine communications, including monthly statements, shall be considered as duly delivered when mailed by either registered, certified, or ordinary mail, electronic communication, or telecommunication.

ARTICLE IX

Incorporation by Reference of Tariff Provisions

To the extent not inconsistent with the terms and conditions of this Agreement, any revisions to Transporter's tariff that may be made effective hereafter are hereby made applicable to and a part hereof by reference.

ARTICLE X

Miscellaneous

1. No change, modification or alteration of this Agreement shall be or become effective until executed in writing by the parties hereto, and no course of dealing between the parties shall be construed to alter the terms hereof, except as expressly stated herein.

2. No waiver by any party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any other default or defaults, whether of a like or of a different character.

3. Any company which shall succeed by purchase, merger or consolidation of the gas-related properties, substantially as an entirety, of Transporter or of Shipper, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Either party may, without relieving itself of its obligations under this Agreement, assign any of its rights hereunder to a company with which it is affiliated, but otherwise, no assignment of this Agreement or of any of the rights or obligations hereunder shall be made unless there first shall have been obtained the consent thereto in writing of the other party. Consent shall not be unreasonably withheld.

4. This Agreement and the respective obligations of the parties hereunder are subject to all present and future valid laws, orders, rules and regulations of constituted authorities having jurisdiction over the parties, their functions or gas supply, this Agreement or any provision hereof. Neither party shall be held in default for failure to perform hereunder if such failure is due to compliance with laws, orders, rules or regulations of any such duly constituted authorities.

5. The subject headings of the articles of this Agreement are inserted for the purpose of convenient reference and are not intended to be a part of the Agreement nor considered in any interpretation of the same.

6. No presumption shall operate in favor of or against either party hereto as a result of any responsibility either party may have had for drafting this Agreement.

7. THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, WITHOUT RECOURSE TO THE LAW REGARDING THE CONFLICT OF LAWS.

8. This Agreement and any amendments thereto may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The Parties agree that a facsimile, email or other electronic version of the Agreement, when properly executed, shall be considered for all purposes an original document, and a signed and binding Agreement.

The parties hereto have caused this Agreement to be signed by their duly authorized personnel the day and year first above written.

NATIONAL FUEL GAS SUPPLY CORPORATION
(Transporter)

Signature: _____

Name: _____

Title: _____

(Shipper)

Signature: _____

Name: _____

Title: _____

**FORM OF
TITLE TRANSFER TRACKING NOMINATIONS
PROCESSING AGREEMENT**

AGREEMENT made this ____ day of _____, ____, by and between **NATIONAL FUEL GAS SUPPLY CORPORATION**, a Pennsylvania corporation, hereinafter called “Transporter”, and _____, a _____, hereinafter called “Title Transfer Party.”

WHEREAS, Title Transfer Party has requested that Transporter enter into this Agreement, under which Transporter shall accept and process Title Transfer Tracking Nominations (“TTT Noms”) from Title Transfer Party, pursuant to and subject to the provisions of Section 13.1(f) of the General Terms and Conditions of Transporter’s FERC Gas Tariff.

WITNESSETH: That, in consideration of the mutual covenants herein contained, and subject to the terms and conditions hereof, the parties hereto agree as follows:

ARTICLE I

Scope of Agreement

Title Transfer Party and Transporter acknowledge that this is a Title Transfer Tracking Nominations Processing Agreement entered into pursuant and subject to Section 13.1(f) of the General Terms and Conditions of Transporter’s FERC Gas Tariff. Such section, which is incorporated herein by reference, sets forth the rights and obligations of the parties hereto, as supplemented by the terms and conditions of this Agreement.

ARTICLE II

Term

Upon the date of execution by the last of the parties identified on the first page hereof, this Agreement shall be effective, and it shall remain in effect on a month to month basis until terminated by either party by written notice to the other no later than thirty (30) days prior to the beginning of a calendar month.

ARTICLE III

Incorporation by Reference of Tariff Provisions

To the extent not inconsistent with the terms and conditions of this Agreement, any revisions to Transporter’s tariff that may be made effective hereafter are hereby made applicable to and a part hereof by reference.

ARTICLE IV

Miscellaneous

1. No change, modification or alteration of this Agreement shall be or become effective until executed in writing by the parties hereto, and no course of dealing between the parties shall be construed to alter the terms hereof, except as expressly stated herein.

2. No waiver by any party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any other default or defaults, whether of a like or of a different character.

3. Any company which shall succeed by purchase, merger or consolidation of the gas-related properties, substantially as an entirety, of Transporter or of Shipper, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Either party may, without relieving itself of its obligations under this Agreement, assign any of its rights hereunder to a company with which it is affiliated, but otherwise, no assignment of this Agreement or of any of the rights or obligations hereunder shall be made unless there first shall have been obtained the consent thereto in writing of the other party. Consent shall not be unreasonably withheld.

4. This Agreement and the respective obligations of the parties hereunder are subject to all present and future valid laws, orders, rules and regulations of constituted authorities having jurisdiction over the parties, their functions or gas supply, this Agreement or any provision hereof. Neither party shall be held in default for failure to perform hereunder if such failure is due to compliance with laws, orders, rules or regulations of any such duly constituted authorities.

5. The subject headings of the articles of this Agreement are inserted for the purpose of convenient reference and are not intended to be a part of the Agreement nor considered in any interpretation of the same.

6. No presumption shall operate in favor of or against either party hereto as a result of any responsibility either party may have had for drafting this Agreement.

7. THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, WITHOUT RECOURSE TO THE LAW REGARDING THE CONFLICT OF LAWS.

8. This Agreement and any amendments thereto may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The Parties agree that a facsimile, email or other electronic version of the Agreement, when properly executed, shall be considered for all purposes an original document, and a signed and binding Agreement.

The parties hereto have caused this Agreement to be signed by their duly authorized personnel the day and year first above written.

NATIONAL FUEL GAS SUPPLY CORPORATION
(Transporter)

(Title Transfer Party)

**FORM OF
SYSTEM LICENSE AGREEMENT**

This System License Agreement (“Agreement”) is entered into between **NATIONAL FUEL GAS SUPPLY CORPORATION** (“Transporter”) and _____, (“Subscriber”). Transporter and Subscriber are at times referred to herein collectively as the “Parties” and individually as a “Party”.

WITNESSETH: That, for and in consideration of the mutual covenants and provisions herein contained and subject to the terms and conditions set forth below, Transporter and Subscriber agree as follows:

WHEREAS, the Transporter uses an electronic information system to communicate with its customers and other third parties and to provide and manage transportation and related services in the normal course of business; and

WHEREAS, Transporter desires to continue to conduct such communication and business activities by use of its electronic system only; and

WHEREAS, Transporter desires to enhance and also to document the manner in which existing subscribers are accessing and using Transporter’s electronic information system (“System”); and

WHEREAS, Subscriber, through its duly authorized representatives, desires to begin and/or continue, as applicable, using Transporter’s System, in the manner and for the purposes set forth herein, upon the effective date of its tariff, approved to implement the revisions to Transporter’s System.

THEREFORE, as of the effective date, which, for current shippers shall be the date the System Administrator tariff provisions become effective, and which for other shippers shall be the date specified by the Parties on the signature page (“Effective Date”), for and in consideration of the mutual benefits to accrue to the Parties hereunder, Subscriber and Transporter agree as follows:

1. **Term.** This Agreement shall become effective as of the Effective Date, and shall remain in force until terminated by either Subscriber or Transporter giving the other not less than ten (10) business days’ prior written notice; provided however that termination of this Agreement shall not affect the respective obligations or rights of the Parties arising out of any business transacted through the System prior to termination or arising out of the confidentiality provisions of this Agreement. Termination of this Agreement shall not be construed or interpreted as having the effect of terminating any service or related agreement(s) executed by Subscriber while using the System during the period in which this Agreement was in effect.
2. **License.** Subscriber acknowledges that the System is proprietary to the Transporter, that access is granted for the convenience of the Subscriber, and that Transporter retains all rights of ownership in its System. Nothing contained herein shall be construed to give Subscriber an express or implied license or right in any of Transporter’s existing or future copyrights, trademarks, service marks, trade secrets, patents, patent applications or other proprietary rights associated with the System, including the design and architecture thereof. Subscriber shall not reverse engineer, decompile, disassemble or engage in any other acts regarding the source code of the System in its present or any future version. Transporter reserves the right to modify, change, adjust, replace or terminate all or any portion of the System at any time and for any reason.

3. System Business Functions.

- (a) Pursuant to the provisions of this Agreement, and subject to any limitations contained in Transporter's tariff or Standards of Conduct ("SOC") and/or internal business procedures, as applicable, and any applicable modifications to Transporter's tariff from time-to-time, Subscriber shall be given access to the System and allowed to use the System to perform the following business functions, as applicable, to the extent available, and in accordance with this Agreement: (1) obtain information relating to service under Subscriber's existing service agreement(s); (2) submit and/or confirm nominations; (3) designate the notice contacts required under service agreements and/or applicable Tariffs and/or SOC; (4) view, submit and/or download gas volume data; and (5) view and/or download invoices; and (6) agree to agents and assignment of rights to such agents. Such available business functions may change from time to time as specified by Transporter, and any such changes will be communicated by system-wide notice(s) posted on the Transporter's web site. Subscriber and/or its authorized users shall obtain at its cost computer hardware and software necessary to utilize the System (including without limitation, a NAESB-compliant internet browser, Adobe document reader software, and MS Excel software, all as upgraded and/or superseded from time to time). Additionally, Subscriber and/or its authorized users will ensure the lawful installation and maintenance of such software for each computer, smart phone, tablet, or other internet-compatible device from which the System will be accessed.
- (b) Should Subscriber participate in a capacity release program on Transporter, Subscriber can, subject to Transporter's tariff and/or internal business procedures, use the System to post an offer or withdraw an offer to release capacity, place or withdraw bids for released capacity, accept awarded capacity and recall released capacity. In addition, subject to applicable tariff and/or internal business procedures, if capacity is awarded to Subscriber in a temporary capacity release transaction, the System will automatically create a binding agreement with Transporter under terms consistent with such Transporter's current applicable form of service agreement and the terms of such release transaction contained in the applicable capacity release documentation (e.g., offer, bid) related thereto.

4. Access and Security Terms.

- (a) Subscriber shall designate one individual and a backup individual as a Security Administrator ("SA") for the purpose of identifying individual user(s) that require access to Transporter's System, and establishing access rights for authorized users on behalf of Subscriber. The initial designation of an SA shall be made in writing and in the form required by Transporter ("SA Request Form"). Subscriber can designate replacement/additional SA(s) from time to time by completing a new SA Request Form. Upon receipt and acceptance of the SA Request Form, Transporter or its designee shall provide Subscriber with necessary user information ("User ID(s)") and perform related setup activities for the indicated SA. Subscriber's SA shall be responsible for requesting System access for new users and updating any individual user's information and system access authority in the System for Subscriber's users, including, but not limited to, any changes in a user's or SA's employment status or role in performing certain activities on behalf of Subscriber. Subscriber's SA shall be required to perform periodic

reviews of the status of a Subscriber's individual users. Subscriber represents and warrants to Transporter that the person(s) who are designated to perform a specific function or activity from time to time will have been duly authorized by Subscriber to perform that activity. In particular, Subscriber understands and agrees that those persons so designated to take actions on Transporter's system, including SAs executing any contracts will have the authorization necessary to enter into such agreements, (such as agency agreements or any other agreements to the extent such capability is provided in the future from time to time) in the System on behalf of Subscriber, and Subscriber acknowledges that any such contracts, agreements or amendments entered into through the System by an SA shall legally bind Subscriber to the terms and conditions thereof. Subscriber also understands and acknowledges that persons designated to submit any offer, bid or recall for capacity on behalf of Subscriber pursuant to Transporter's capacity release program will have the authorization necessary to bind Subscriber to the results of such actions, including the acquisition or release of Subscriber's capacity and the associated additional charges or revised capacity rights created once the subject release transaction has been effectuated.

- (b) Any person permitted by Subscriber to access the System as provided in Section 4(a) above must have, and shall be deemed to have, the legal authority to act on behalf of Subscriber in performing those functions as listed on the menu of the System which may change from time to time. The person or persons executing this Agreement represent and warrant that they have the authority to enter into this Agreement and to authorize the appointment of the SA and other representatives of Subscriber to perform the specified functions. Transporter shall be entitled to rely on Subscriber's request in writing or its SA's designation of any individual user as having been duly authorized by Subscriber to perform the designated function or activity. It shall be Subscriber's responsibility to ensure that only properly designated individuals are granted access to the System. Transporter can act, and shall be fully protected by Subscriber in acting, in reliance upon any acts or things done or performed by subscriber's employees or designated agents on behalf of Subscriber and in respect to all matters conducted through the System.
- (c) Transporter shall not have any responsibility to monitor Subscriber's employees' access to the System or to determine or verify whether each individual using the issued User ID either (i) has the authority to perform the designated function or (ii) is actually the same employee that was issued the User ID. Any use of the System through the use of valid User IDs issued to Subscriber that have not been reported to Transporter as missing or stolen, shall be deemed to be used by Subscriber. Subscriber shall be solely responsible for any and all unauthorized or otherwise improper use of User ID issued to Subscriber including, but not limited to, the use of such User ID and passwords by persons who are no longer under Subscriber's employment or control or no longer have the requisite authorization to conduct business on the System.
- (d) A User ID that remains inactive for ninety days or longer is subject to immediate suspension without notice. Transporter reserves the right to invalidate, immediately and without notice any User ID reasonably believed to have been subject to unauthorized, invalid or improper use or when Transporter has reason to believe that a security breach has occurred. Further, Transporter reserves the right

to invalidate immediately and without prior notice any User ID or password in the event Subscriber breaches any of the terms of this Agreement.

5. Confidentiality. Subscriber shall treat all User IDs and passwords as confidential and allow use of such User IDs only by personnel that are designated by Subscriber's SA. Subscriber agrees that it will not disclose such User IDs and passwords and will inform its authorized personnel to keep confidential and not disclose any of the User IDs and passwords assigned to Subscriber to anyone without authority to access or conduct business on the System. Subscriber agrees to report to Transporter as soon as possible if it has reason to believe that a User ID has been misappropriated or stolen either directly or indirectly through the misappropriation ("hacking") of data on Subscriber's systems or if there is any indication that a security breach has occurred. Subscriber agrees to access data only for which it has authorization. Subscriber will notify Transporter in the event it is able to access through the System a third party's proprietary information or data not related to business transactions conducted by Subscriber. Subscriber shall also treat all information concerning the design or structure of the System as confidential, except as provided herein, and shall use reasonable efforts to prevent any unauthorized use of the System or the disclosure of any information relating to the design or structure of the System to any third party, whether such information is in the form of abstracts, printouts, computer generated data aggregations or files, or otherwise. Confidential information shall not include information that is: (1) public at the time of disclosure to Subscriber; (2) in Subscriber's possession at the time of disclosure through means which were not in violation of any obligation of confidentiality; (3) disclosed to Subscriber by a third party not under an obligation of confidentiality; or (4) required to be disclosed by Subscriber pursuant to applicable law, rule or regulation. Subscriber shall give Transporter written notice within three (3) business days of Subscriber's discovery of any event which reasonably suggests that the confidential relationship described herein has been violated by Subscriber. If Subscriber fails to maintain the confidentiality as specified herein, Transporter retains the right, in addition to any other remedy that it may have, to immediately terminate this Agreement without prior notification. Subscriber's obligations under this section shall survive the termination of this Agreement.
6. Limited Warranty.
 - (a) Transporter will make reasonable efforts to ensure that the information accessible through the System is accurate and complete and to minimize any system downtime. However, Transporter does not warrant that any information accessible or transmitted through the System is, in fact, accurate, complete or without error. Subscriber acknowledges that, as with any electronic system, the System is subject to interruptions, failures and data corruption and that downtime may be necessary for repair, modification, upgrades or maintenance on the System. Therefore, Subscriber acknowledges that Transporter shall not be responsible for any data additions, omissions, failures, delays or interruption of the System.
 - (b) TRANSPORTER MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, REGARDING THE OPERATION, PERFORMANCE OR USE OF ITS ELECTRONIC INFORMATION SYSTEM.

7. Disclaimer of Liability.

- (a) Except for the negligence, bad faith, fraud or willful misconduct of Transporter, Transporter expressly disclaims any and all liability for loss or damage to Subscriber or to any third parties associated with Subscriber's actions on or use of the System, including but not limited to any loss or damage resulting from any one or more of the following: (i) Subscriber's negligent or otherwise improper use of the System; (ii) any unauthorized use of the System; (iii) the loss or disclosure, whether deliberate or inadvertent, of any User ID or password provided to Subscriber under the terms herein; (iv) any events of force majeure as specified under the terms of Transporter's Tariff or SOC, but also specifically including, electrical shortages or surges and/or power outages; (v) the performance of any third-party software or systems, third-party service providers, or Subscriber's internal networks, including the compatibility of the System therewith; (vi) an error in the entry of security or access data by Subscriber's SA; and (vii) any defects in computer hardware or equipment, interruption or failure of computer equipment, or other technical matters beyond Transporter's control.
- (b) Subscriber agrees to defend, indemnify and hold Transporter harmless for all claims, demands, and causes of action, and any resulting damages, losses, costs and expenses (including reasonable attorneys' fees and court costs) and all other liabilities of any nature whatsoever which may be asserted against or imposed upon Transporter by any entity arising from Subscriber's use of the System, whether or not such use was proper or improper, or a breach of this Agreement by Subscriber. However, Subscriber shall not be obligated to defend or indemnify Transporter for the negligence, bad faith, fraud or willful misconduct of such party. If Subscriber is a municipality or other state instrumentality, this Section 7(b) shall not apply to the extent it is contrary to the laws of the state in which the municipality or other state instrumentality is located.
- (c) NEITHER PARTY HERETO SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING FROM OR AS A RESULT OF THE USE OR THE INABILITY TO USE THE SYSTEM. IN PARTICULAR, AND WITHOUT INTENT TO LIMIT THE FOREGOING, TRANSPORTER IS NOT RESPONSIBLE FOR LOST PROFITS OR REVENUES, DAMAGE TO COMPUTER HARDWARE OR SOFTWARE, LOSS OF DATA, OR CLAIMS OF SUBSCRIBER OR THIRD PARTIES ARISING OUT OF SUBSCRIBER'S USE OF THE SYSTEM.

8. Validity and Enforceability of Agreements and Notices. This Agreement has been executed by the Parties to evidence their mutual intent to exchange information and conduct business by use of the System, including the creation of binding agency agreements and/or such other agreements to the extent such agreement capability is provided by Transporter in the future and any related agreements, amendments, and obligations arising thereunder and otherwise related thereto. Any contractual commitment executed on the System by an SA shall be deemed for all purposes to have been "signed" and to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business. The Parties agree not to contest the validity or enforceability of any such contractual commitments under the provisions of any applicable law relating to whether certain agreements are to be in writing or signed by the Party to be

bound thereby. Any contractual commitment entered into by the Parties through the System may be introduced as documentary evidence in any judicial, arbitration, mediation or administrative proceedings, and will be admissible as between the Parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither Party shall contest the admissibility of copies of any contractual commitment entered into by the Parties through the System under either the business records exception to the hearsay rule or the best evidence rule on the basis that the contractual commitments were not originated or maintained in documentary form. To the extent Subscriber and Transporter utilize the System to transmit and receive notices consistent with the terms of the respective tariff, SOCs, and service agreements of Transporter, then such notice obligations shall be deemed to be satisfied and shall constitute valid notice by the Party giving such notice. Subscriber is responsible for maintaining and updating the email addresses of those individual users that Subscriber elects to receive electronic notices under the terms of Transporter's tariff and SOCs and for ensuring that its personnel responsible for receiving electronic notices take all necessary steps to ensure that any notices received through e-mail messages are promptly opened and read.

9. Miscellaneous

- a.) No waiver by any party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any other default or defaults, whether of a like or of a different character.
- b.) Any company which shall succeed by purchase, merger or consolidation of the gas related properties, substantially as an entirety, of Transporter or of Shipper, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Either party may, without relieving itself of its obligations under this Agreement, assign any of its rights hereunder to a company with which it is affiliated, but otherwise, no assignment of this Agreement or of any of the rights or obligations hereunder shall be made unless there first shall have been obtained the consent thereto in writing of the other party. Consent shall not be unreasonably withheld.
- c.) This Agreement and the respective obligations of the parties hereunder are subject to all present and future valid laws, orders, rules and regulations of constituted authorities having jurisdiction over the parties, their functions or gas supply, this Agreement or any provision hereof. Neither party shall be held in default for failure to perform hereunder if such failure is due to compliance with laws, orders, rules or regulations of any such duly constituted authorities.
- d.) The subject headings of the articles of this Agreement are inserted for the purpose of convenient reference and are not intended to be a part of the Agreement nor considered in any interpretation of the same.
- e.) No presumption shall operate in favor of or against either party hereto as a result of any responsibility either party may have had for drafting this Agreement.

- f.) **THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, WITHOUT RECOURSE TO THE LAW REGARDING THE CONFLICT OF LAWS.**
- g.) This Agreement and any amendments thereto may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The Parties agree that a facsimile, email or other electronic version of the Agreement, when properly executed, shall be considered for all purposes an original document, and a signed and binding Agreement.
- h.) To the extent not inconsistent with the terms and conditions of this Agreement, any revisions to Transporter's tariff that may be made effective hereafter are hereby made applicable to and a part hereof by reference.

The Parties hereto have caused this Agreement to be signed by their respective representatives thereunto duly authorized on this ____ day of _____, 20__.

SUBSCRIBER:

Company Name: _____

By: _____
(Please sign)

Name: _____
(Please print)

Title: _____
(Must be an officer or authorized agent)

TRANSPORTER:

NATIONAL FUEL GAS SUPPLY CORPORATION

By: _____
(Please sign)

Name: _____
(Please print)

Title: _____
(Must be an officer or authorized agent)

[Signature Page to System License Agreement]