

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

LEAF: 128
REVISION: 1
SUPERSEDING REVISION: 0

GENERAL INFORMATION (Cont'd)

II. 29. CONTINUED

A copy of the currently effective form of SC 18 is attached hereto and is incorporated herein. If there is any inconsistency between this Agreement and SC 18, either as presently effective or as amended, then the provisions of SC 18 shall apply.

I. Notices:

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

To Company: National Fuel Gas Distribution Corporation
Transportation Services Department
10 Lafayette Square
Buffalo, New York 14203

To Aggregator _____

J. Limitation on Company's Liability:

Company shall not be liable for any error in judgment or any mistake of law or fact or any act done in good faith in the exercise of the powers and authority herein conferred of for any loss, damage, delay or failure to perform in whole or in part resulting from causes beyond Company's control, including, but not limited to, fires, strikes, insurrections, riots, embargoes, shortages in supplies, delays in transportation, or requirements of any governmental authority. Furthermore, in no event shall Company be liable for consequential, punitive, incidental, indirect or special damages in the provision of services hereunder.

K. Aggregator Indemnity Obligations:

Aggregator shall indemnify, save harmless and, at Company's option, defend Company from and against any and all losses, claims, demands, damages, costs (including, without limitations, reasonable attorneys' fees), expenses, liabilities, proceedings, suits, actions, restrictions, injunctions, fines, judgments, penalties and assessments which Company may suffer for, on account of, by reason of or in connection with any adverse claim of any person or persons to the gas purchased by Company pursuant to Paragraph 1. under SC 18, regarding purchases of CBA Net Surplus Imbalances, and in connection with any bodily injury, including death to any person or persons (including, without limitation, Customers' employees) or any damage to or destruction of any property, including, without limitation, loss of use thereof, arising out of, in any manner connected with or resulting from the goods, work or services furnished by Agent with respect to this Agreement. The provisions of this Paragraph K shall survive the termination or expiration of this Agreement.

L. Entire Contract:

This agreement and express incorporations sets forth the entire contract between the parties concerning the subject hereof, and supersedes all prior and contemporaneous written or oral negotiations and agreements between them concerning the subject hereof.

M. Modification of Agreement:

Any amendment to this Agreement may be made in the sole discretion of Company so long as such changes are not inconsistent with the applicable tariff(s) and any modification of this Agreement must be in writing and signed by both parties.