

PSC NO: 8 GAS
NATIONAL FUEL GAS DISTRIBUTION CORPORATION
INITIAL EFFECTIVE DATE: 05/01/04

LEAF: 268
REVISION: 4
SUPERSEDING REVISION: 3

SERVICE CLASSIFICATION No. 19 (Cont'd)

SUPPLIER TRANSPORTATION, BALANCING AND AGGREGATION - Continued

11. Force Majeure

Supplier will be excused from delivering the required daily quantity of supply on any given day for Force Majeure events which directly and substantially affect a Supplier's natural gas deliveries to the Company and for which alternate supply arrangements cannot be obtained by Supplier or, if the Supplier is unsuccessful in obtaining alternate supplies, for which the Company cannot obtain supplies on behalf of the Supplier. For supplies provided by the Company, the Supplier shall be charged the higher of the rate for deficiency imbalance sales service under SC 11 or the highest price reported in the "Appalachia, Dominion South Point" index of the Gas Daily "Daily Price Survey" for each day such alternate supplies are delivered on behalf of Supplier. For purposes of this Service Classification, a Force Majeure event will be any failure of the final pipeline delivering gas to the Company or an upstream pipeline feeding such pipeline, with such failure having been classified as a Force Majeure event pursuant to the terms of that pipeline's Federal Energy Regulatory Commission-approved tariff. A Force Majeure event that curtails the Supplier's firm transportation service on an upstream pipeline that ultimately feeds a downstream pipeline, which directly and substantially affects a Supplier's natural gas deliveries to the Company, and for which no alternative supplies are available from the Company or other sources will excuse a Supplier from performing pursuant to this Service Classification to the extent of such curtailment. If at such time the Supplier is delivering gas to Customers on other systems, the volume excused from performance on the Company's system will be no more than a proportionate amount of the affected deliveries curtailed by the Force Majeure event. The Supplier is responsible for supplying complete information and verifiable proof of all the particulars requested by the Company related to any such Force Majeure exclusion. In order to validate a claim of Force Majeure, the Supplier must have a firm, non-interruptible service with the affected pipeline that is covered by the Force Majeure event and must be willing to present such agreements to the Company. The advent of the Year 2000 or any leap year, and any events or disruptions related to the advent of Year 2000 or any leap year shall not constitute a Force Majeure event, or otherwise be treated as Force Majeure.

Volumes curtailed pursuant to this Special Provision must be made up by Supplier as soon as possible at a delivery rate to be established by the Company. Any curtailed volumes which are not made-up within thirty (30) days will be sold to Supplier at a rate of \$10.00 per Mcf.

12. Supplies accepted by the Company for service hereunder shall meet the quality standards set forth in the Company's standard Transportation Service Agreement, General Information Section 26.
13. A Supplier taking service under this Service Classification accepts the Company's calculation of the DDQ or ADDQ. The Company shall not be liable for errors in the calculation of the applicable DDQ or ADDQ.
14. Supplier warrants that, at the time of delivery of gas to the Company's City Gate, Supplier or Customer shall have good title to deliver all volumes made available.

Issued by D. E. Smith, President, 6363 Main Street, Williamsville, NY 14221
(Name of Officer, Title, Address)