

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

SECTION: 0 LEAF: 106
REVISION: 0
SUPERSEDING REVISION:

GENERAL INFORMATION (Cont'd)

II.26.A. – Cont'd

- (8) To the extent that the Company is to receive volumes of gas to be transported hereunder from National Fuel Gas Supply Corporation, Paragraphs (3), (4), (5), (6) and (7) of this Agreement shall not apply.
- (9) This TSA will be binding on and inure to the benefit of the parties hereto and their respective successors and assigns, but may not be assigned without consent of each party, such consent not to be unreasonably withheld.
- (10) The TSA and expressly incorporated tariff provisions, set forth the entire understanding of the parties and no modification of the terms and provisions, except as provided herein, shall be or become effective except as set forth and confirmed in writing by the parties hereto.
- (11) No waiver by any party of any one or more defaults by the other in performance of any provisions herein shall operate or be construed as a waiver of any other default or defaults, whether of a like or different character.
- (12) The Equal Employment Opportunity clause in Section 202, Paragraphs 1 through 7 of Executive Order 11246 as amended and Section 503/2012 relative to equal employment opportunity and the implementing Rules and Regulations of the Office of Federal Contracts Compliance are incorporated into the TSA as if fully stated herein.
- (13) All notices, bills for service, and other correspondence pursuant to the TSA shall be addressed to the customer at the name and address set forth on the TSA, and to the Company at:

National Fuel Gas Distribution Corporation
6363 Main Street
Williamsville, NY 14221

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