3. Distribution Contact Person Information

The contact names, phone & fax numbers and email addresses for Distribution are as follows:

General Information/Marketer Liaison:
Joanne Maciok  (716) 857-7670  (716) 857-7479  MaciokJ@natfuel.com

24-hour help desk number:  (716) 857-7232

Retail sales contact:
Robert Eck  (716) 857-7711  (716) 857-7254  EckR@natfuel.com

Billing contact:
TSD Billing  (716) 857-7432  (716) 857-7479  TSD-Billing@natfuel.com

Dispute Resolution/Regulatory contact:
Ty Holt  (716) 857-7735  (716) 857-7254  HoltT1@natfuel.com

Credit contact:
Betty Szretter  (716) 857-7570  (716) 857-7439  SzretterB@natfuel.com

Media Relations contact:
Karen Merkel*  (716) 857-7654  (716) 857-7439  MerkelK@natfuel.com

GTOP contact:
Joanne Maciok  (716) 857-7670  (716) 857-7479  MaciokJ@natfuel.com

The mailing address for the above contacts is:

National Fuel Gas Distribution Corporation
6363 Main St
Williamsville, NY 14221-5887

* 24-hour Media Relations contact is available by calling (716) 609-0438.
4. Production Pool Operations & Other Producer Issues

a. General

Distribution has numerous gas production meters feeding directly into its distribution system. Non-discriminatory access is provided, however, producers must follow applicable rules and procedures. Approximately 5% of the gas flowing on Distribution’s system comes from production within its New York franchise area.

b. Setup Procedures & Parameters

For the purposes of nomination, production meters are organized into Production Pools at a logical pooling point. The Production Pools are classified as monthly or daily pools. While any meter is eligible for inclusion in a monthly pool, meters are eligible for inclusion in daily pools based upon the presence of telemetric measurement and availability of volumetric information to Distribution on a real-time basis. Market Pool Operators serving large volume daily market pools (e.g. consisting of SC-13 customers) may only nominate production receipts from Daily Production Pools. Market Pool Operators serving STBA (SC-19 customers) may nominate production receipts from either Daily Production Pools or Monthly Production Pools.

Individual local production meters may be added to or deleted from existing Production Pools prior to the start of the coming month. Using TSS, Production Pool Operators must complete pool setup by the end (11:59 PM) of the day (approximately the seventh (7th) calendar day prior to the beginning of the next month) specified as the Pool Setup Deadline on Distribution’s web site. To establish a new Production Pool, the pool operator must first contact Transportation Services Help Desk at (716) 857-7232 to name and create the pool within TSS.

As a measure of projected daily deliveries from a telemetered or non-telemetered Production Pool, a Production Daily Quantity (PDQ) is based upon historical production data. The first choice for the PDQ is the same month in the previous year (e.g. June/Current Year would be based upon June/Year Ago). The second choice is the last prior actual month (June/Current Year would be based upon April/Current Year). The third choice would be zero in the absence of the first two choices (or the production pool operator could provide an estimate). Receipt nominations by Market Pool Operators from Production Pools should total to 95%-105% of the PDQ on a daily basis. This is to ensure that the system operates in balance, i.e. on a gas-in, gas-out basis. Production Pool Operators are not to deliver gas into the system during the early part of the month in anticipation of nominations later during the month. Analogously, Market Pool Operators may not over nominate Production Pools early in the month in anticipation of increased production or reduced nominations later during the month. If total nominations on a daily basis exceed the high end of this tolerance band, Distribution will cut the nomination to the volume allowed by the high-end tolerance limit.

To accommodate changes in production operations that are not reflected in historical data, a Production Pool Operator may request a change to the PDQ calculated by Distribution. For example, a gathering system operator may inform Distribution that wells may have been added to the gathering system or are shut-in. In either case, the volume of gas expected to flow may be different than the historical average daily production. Such requests will, if submitted before 1:30 PM and upon approval by Transportation Services, become effective for the next Gas Day. Requests submitted after noon become effective on the next following Gas Day, upon approval by Transportation Services. A PDQ Override may be entered which would supersede the original PDQ. Such requests should be submitted via TSS by 1:30 PM, on the business day prior to the Gas Day the change is requested to take effect. In the event of an emergency situation where TSS is unavailable, the request should be submitted via to all three of the following: MaciokJ@natfuel.com, CzechowiczD@natfuel.com, TSSsupport@natfuel.com.

The “DDQ/PDQ Email Change Request” form is available on the NFGDC website at:
The request should specify the amount by which the PDQ should be changed as well as provide justification for the change.

Other rules applicable to Production Pools are as follows:

- Monthly, non-telemetered, production meters may only be included in Monthly Production Pools.
- Daily, telemetered, production meters may be included in either Daily or Monthly Production Pools.
- Daily Production Pools can be nominated to either DMT or STBA pools but gas is allocated into DMT pools ahead of STBA pools.
- Both Daily and Monthly Production Pools are “balanced” to a zero-imbalance position. Excess production can be allocated to an STBA pool or purchased by the Company but it cannot be allocated to a DMT pool.
- Production meters cannot be assigned to more than one Production Pool during a given month. If a meter is listed in more than one Production Pool, those Production Pools will be invalid (no nominations will be allowed against those pools) until such time as the issue of where the meter belongs is resolved.
- New local production meters may be added to a Production Pool during a month by contacting Transportation Services.

Further details on the day-to-day operations of Production Pools are contained within the TSS Production Pool Operator Manual available on the internet at:

http://www.nationalfuelgas.com/marketers/TSS/ManualsAndForms/TSSPRODPOOLMANUAL.pdf

c. Non-Telemetric Production Deliveries to Market Pools

To promote the use of local production without imposing a daily metering requirement, 100% of historical average daily production (represented by the PDQ) for the month shall be made available to meet extreme day requirements otherwise served by capacity upstream of the intermediate capacity. Where Distribution has more current information concerning production deliverability, it may use such information in place of the historical daily average production. Gas must be scheduled on a daily basis to be delivered to an STBA pool. In no event shall volumes under the 95%-105% tolerance level that are not scheduled for delivery to STBA pools be made available as a carryover for nominations to STBA pools on a subsequent day during the month.

Non-telemetered gas cannot be nominated or delivered to DMT Market Pools.

d. Receipt Facility Measurement

The Company measures gas following the recommendations of the ANSI/API 2530 “Orifice Metering of Natural Gas and Other Related Hydrocarbon Fluids” (A.G.A. Report No. 3) including the A.G.A. Manual for Determination of Supercompressibility Factors of Natural Gas or the A.G.A. Transmission Measurement Committee Report No. 8 “Compressibility and Supercompressibility for Natural Gas and Other Hydrocarbon Gases”, ANSI B109.3 “Standard for Rotary Meters” and “Measurement by Turbine Meters – Volumetric Flow Measurement” (A.G.A. Report No. 7), as appropriate to the type of measurement installed at the receipt facility. If the receipt facility gas flow characteristics are such that calculations cannot be performed consistent with the above-mentioned recommendations due to a decline in production or other operational matters, the Company shall have the right to turn off a meter until a replacement meter meeting the above specifications is installed.

Prior to executing its right to turn off a meter, Distribution shall notify the affected producer, in writing, identifying the meter(s) for which measurement calculations cannot be performed consistent with the above-
mentioned recommendations. If the producer does not respond to notification, Distribution may shut off the meter 30 days after the date of such notification. If the producer responds within 30 days and agrees to installation of a suitable replacement meter(s), the meter(s) will continue to flow until at least 60 days after the date of the initial notification. Otherwise, Distribution may shut off the meter(s).

Within 60 days of the notification, if the producer identifies a Distribution approved contractor to perform meter installation(s) and an installation date(s) is set, the meter(s) will continue to flow until such installation takes place. If the producer does not identify a contractor to perform the installation(s) and/or agree to an installation date(s), Distribution may shut off the meter(s).

If Distribution delays or cancels an installation, it shall notify the producer at least one business day in advance. A new installation date will be determined within 30 days of cancellation but will not necessarily be set within this period. The meter will continue to flow through the agreed upon new installation date. If the producer does not agree to a new installation date within 30 days of cancellation, Distribution may shut off the meter with at least one business day of written notice to the producer.

If the producer cancels a meter installation, it shall notify Distribution at least one business day in advance. A new installation date will be determined within 30 days of cancellation but will not necessarily be set within this period. The meter will continue to flow through the agreed upon new installation date. If the producer does not agree to an installation date within 30 days of cancellation, Distribution may shut off the meter with at least one business day of written notice to the producer.

If a producer cancels a meter installation without notice, Distribution may shut off the meter with at least one business day of written notice to the producer. If a producer cancels a meter installation with notice more than twice, Distribution may shut off the meter with at least one business day of written notice to the producer. Distribution may, however, elect a different course of action to the extent it believes the circumstances were beyond the producer’s control and the producer is still making a good faith attempt to install suitable measurement.

e. Gas Quality: BTU Content

The Producer Interconnection Agreement (included in the Appendices of this GTOP) establishes a standard “heat” content range of 967 to 1100 BTUs for receipt of supplies into Distribution’s system. Distribution may also accept any supplies that, as measured by Distribution or Distribution’s agent, bear a heat content outside the standard range. While a BTU conversion factor of 1000 is presumed for nomination purposes, any production gas with a BTU content of at least 967 will be allocated as if the BTU was 1000. When the BTU content falls below 967, if Distribution accepts such supplies, the volumes received will be adjusted to reflect the lower content. For example, 1000 Mcf with a heat content of 965 BTU will be adjusted to 965 Mcf for allocation purposes. There is no corresponding upward adjustment when heat content exceeds 1100 BTU for local production purchases (above the standard range) nor is there an adjustment when heat content exceeds 1000 BTU for transportation of local production.

f. Gas Quality: Water Vapor Content
g. Gas Quality: Gas Delivery Pressure

Producers must not jeopardize Distribution’s system by delivering gas at pressures that will cause it to exceed its maximum allowable operating pressure (“MAOP”). Distribution requires that producers not exceed their required lock up pressure as set by Distribution for each area of its system. In the event a producer exceeds its designated lock up pressure, Distribution will lock the meter station and direct the producer to correct the issue.

h. Production Retest Notification and Fees

The Producer Interconnection Agreement provides for testing of gas quality. Testing is coordinated through Distribution’s Local Production Office in Erie, Pennsylvania. The point of contact for producer testing issues is:

Chuck Campbell  Phone: (814) 871-8539  Fax: (814) 871-8672  Email: CampbellC@natfuel.com

The Local Production Office will coordinate the scheduling of the tests with Distribution’s field personnel.

Where a test at an interconnection meter shows that the quality of gas does not meet Distribution’s quality specifications and/or is non-standard, Distribution will shut in the meter. The producer shall take corrective action and request a retest be performed by Distribution in order for the meter to be turned back on. The procedures below will apply in cases where the initial test requires that a production meter be shut off:

1. The Gas Quality Shut-Off Notice will be faxed to Distribution’s Local Production Office from the Service Center that performed the meter inspection/quality testing.

2. The Local Production Office will notify the producer by telephone of the shut off and remind the producer to contact the Local Production Office to schedule a retest when the quality issue has been addressed.

3. The shut off history on the meter for the previous 24 months is reviewed:
   a. To determine if any additional equipment or change in procedure is required before the meter is turned back online. Distribution will notify the producer if such equipment or procedural change is necessary.
   b. To determine the fee associated with the retest.

   There is a charge of $150 per meter for each scheduled service call to retest gas quality, up to three, within the last 24-month period. For additional service calls to retest gas quality during the same period, the
charge shall be $250 per service call. Distribution has the right to shut off and remove the meter permanently if service calls to retest gas quality are in excess of five during the 24-month period.

4. The producer will notify Distribution by telephone that it is ready for a retest, provide the details of how it plans to mitigate the gas quality matter and, if applicable, if it has installed any required equipment. If acceptable to Distribution, a retest will be scheduled. Otherwise, Distribution will identify deficiencies in the plan and when remedied, the producer should call to indicate it is ready for a retest.

5. The Local Production Office will generate the work order instructing the Service Center to retest the meter. The Service Center will schedule the retest appointment with the producer.

6. If the retest shows the quality of gas to be satisfactory, and the installed equipment, if applicable, is functional, the meter will be turned on. If these conditions are not met, then the meter will remain off and the above process will be repeated.

7. If the retest was performed by the close of business on the 5th business day after the day the producer notified Distribution that it was ready for a retest, the Local Production Office will send an invoice to the producer in the appropriate amount.

8. In the event that Distribution performs the retest after the 5th business day, such retest will be free of charge and no invoice will be issued.

9. If the producer fails to pay the invoice by the due date, the meter will be shut in and not turned on until payment is received for the invoiced retest. An additional $150 turn on fee must be paid prior to scheduling the turn on.

10. If a producer fails to appear for its scheduled retest, the meter will remain shut in and an invoice will be sent to the producer. The producer must call the Local Production Office again to repeat the above process.

i. Late Charts/Meter Readings

Pursuant to the Article V. of the Producer Interconnect Agreement, month-end orifice meter charts and index readings (from the correctors on displacement meters) are due no later than the fifth (5th) working day of the month. Working days are equivalent to the business days Distribution’s office is open. To minimize confusion, the actual due date will be posted on Distribution’s website:

http://www.natfuel.com/marketers/ProducerSupplierPostings/dist_due_dates.pdf

If charts/readings are not received on time, any gas associated with a late, end-of-the-month chart or reading will not be allocated to transportation as an adjustment during a subsequent month. Instead, such volumes will be subject to cash out at 65% of the month-end Index Price. The purpose of this policy is to present an incentive for timely delivery of month-end orifice meter charts and index readings.

This index price will be based off the Dominion South Point price (as described on Section 0 - Leaf 112 of Distribution’s Tariff) and posted on the above mentioned website. In any month, Distribution reserves the right to suspend the cash out and process the gas associated with late chart(s) or index readings as transportation adjustments in the subsequent month. Distribution will post notification of suspension on its website by the 10th business day following month-end.

As a convenience, upon execution of a National Fuel System Administrator Security Process Agency Agreement, producers may enter displacement meter index readings online through a secure web site:

https://sbsprd.natfuel.com/psp/gmprd/nfsbsgm/sbsprd/c/nform_gas_measurement.nfoe_gm_prod_rdg.gbl

A form of the agreement, along with associated instructions, is available from the Distribution’s General Producer & Supplier Postings web page at:

https://nationalfuelgas.com/marketers/ProducerSupplierPostings/ProducerSupplierPostings.aspx
j. Odorization Compatibility

Producers that add odorant to their gas upstream of delivery to Distribution are required to use odorant that is compatible with NFGDC’s system operations. Allowed odorant includes Odor Tech’s SPOTLEAK 1039, or other similarly formulated compounds. Please read and refer to product literature posted on Distribution’s General Producer & Supplier Postings web page at:

http://nationalfuelgas.com/marketers/ProducerSupplierPostings/ProducerSupplierPostings.aspx

Producers are responsible for their own procurement of odorant supplies as Distribution does not sell or supply this product. If there are any operational questions or if you wish to discuss this in more detail, please call Thomas Ferger at (716) 827-2376 or contact him at fergert@natfuel.com.

k. Renewable Natural Gas

Gas that that is produced from the anaerobic decomposition of organic material may be delivered into Distribution’s system provided that it is effectively processed and upgraded into merchantable Renewable Natural Gas (“RNG”). Raw biogas is known to contain constituents such that it would not be considered merchantable and therefore would not be accepted into Distribution’s system. In addition to meeting the generally applicable gas quality standards specified in Distribution’s tariff, parties wishing to produce RNG for delivery into Distribution’s system (“RNG Operators”) are required to meet supplemental Renewable Natural Gas Quality Standards for Constituents of Concern (“COC”) provided in an Renewable Natural Gas Interconnection Agreement (“RNG-IA”). RNG Operators wishing to produce RNG for delivery into Distribution’s system are required to execute an RNG-IA as a condition of access. A standard form RNG-IA is included in the appendices of the GTOP.

Distribution may, but is not required to, accept RNG into its system if it determines, in its sole discretion, that:

(i) The RNG is free from bacteria, pathogens and any other substances injurious to utility facilities or people, or other constituents that would cause the gas to be unmarketable;
(ii) The RNG can be delivered into Distribution’s existing high-pressure system at a point with sufficient flows and pressures to enable blending sufficient to ensure proper dilution of constituents;
(iii) Delivery of the RNG into Distribution’s system will not jeopardize the integrity or normal operations of Distribution’s system or otherwise adversely affect Distribution’s customers; and
(iv) The RNG complies with any gas quality specifications including those set forth above and any additional specifications required by Distribution.

Distribution uses the Gas Technology Institute’s Interconnect Guide for Renewable Natural Gas (RNG) in New York State as a guidance document for its procedures applicable to RNG. There are four sources of RNG that may be accepted into Distribution’s system:

(i) Landfill
(ii) Dairy, Swine
(iii) Waste Water Treatment Plant (“WWTP”)
(iv) Food Waste

In addition, wood-waste feedstock processed into RNG by a gasifier, or other Syngas, may also be accepted into Distribution’s system.

While the threshold levels provided in the RNG-IA are intended to be applicable to all COC, testing of individual COC will vary by source of RNG. Distribution may, however, change which COC are tested based upon its experience or that of others in the gas industry as applicable to RNG. Further, Distribution may change the
frequency or equipment used for testing based upon its experience or that of others in the gas industry as applicable to RNG. Finally, if a mixed feedstock is utilized by the Operator, Distribution may test for all COCs.

Additionally, if Distribution determines that it will accept an Applicant’s RNG into its system, the Applicant shall pay for any initial and ongoing testing and/or monitoring of the RNG, as well as any baseline and/or ongoing monitoring of Distribution’s system that Distribution, in its sole discretion, deems necessary, appropriate or convenient.

Hazardous waste landfills (“Hazardous Waste Landfills”) include all contiguous land and structures, and other appurtenances and improvements, on the land used for the treatment, transfer, storage, resource recovery, disposal, or recycling of hazardous waste. The facility may consist of one or more treatment, transfer, storage, resource recovery, disposal, or recycling hazardous waste management units, or combinations of these units. Distribution will not accept or transport RNG from Hazardous Waste Landfills, including landfills permitted by the Department of Toxic Substances Control. Before Distribution will interconnect with the RNG Operator’s system, the RNG Operator must demonstrate and certify to Distribution’s satisfaction that the biogas was not collected from a Hazardous Waste Landfill.

To ensure that raw biogas is effectively processed and upgraded into merchantable RNG, the following additional testing protocols will be administered

1. Renewable Natural Gas - Pre-Interconnection Testing
   (i) Prior to the delivery of RNG to Distribution, the RNG Operator shall conduct two tests over a two to four week period for the constituents identified in Exhibit B - Table 1 of the RNG-IA for the applicable RNG source.

   (ii) Pre-interconnection testing shall be performed by the RNG Operator using Distribution-approved independent certified third party laboratories qualified to perform testing in accordance with the following methods: EPA Method 29, EPA 200.8, EPA Method 8270, TO-15, TO-11A, as applicable. Distribution shall be notified of the RNG sampling and tests and have the option to observe the samples being taken. Test results will be shared with Distribution within five calendar days of the test results being received by the Operator.

   (iii) If any COCs are found to be above the threshold level during pre-interconnection testing, the RNG cannot be accepted by Distribution. The Operator shall make necessary modifications to lower applicable COC levels below the threshold level and restart pre-interconnection testing. If those pre-interconnection COC sample test results are below threshold levels, then the Operator is authorized to commence delivering RNG to Distribution’s receipt point, specified in Exhibit A of the RNG-IA.

m. Renewable Natural Gas – RNG Periodic Testing
   (i) COC testing shall be conducted quarterly upon deliveries of approved RNG (at least once during every three-month period in which deliveries occur) or any time the RNG Operator changes feedstock.

   (ii) If four consecutive quarterly test results for all COC remain below threshold levels, subsequent periodic testing frequency may be reduced to once during every 12-month period in which deliveries occur.

   (iii) If testing demonstrates that any COC levels exceed threshold levels, then Distribution shall cease RNG deliveries by shutting off the RNG interconnect, pursuant to Article 4 of the RNG-IA and the RNG Interconnect Shut-Off and Restart Procedures section below.

   (iv) The figure below demonstrates the testing protocols.
n. Renewable Natural Gas – RNG Interconnect Shut-Off and Restart Procedures

The RNG interconnect may be shut off when one or both of the following occur:

(i) The RNG Operator or Distribution determines that a change in the biogas source at the facility or a change in the RNG Operator’s process or treatment equipment will potentially increase the level of any COC over the previously measured baseline levels.

(ii) COC sample results indicate that one or more COCs exceed their allowable concentration threshold levels.

If the RNG interconnect has been shut off, deliveries of RNG may be recommenced and continued only after the following occur:

(i) The RNG Operator fulfills the requirements set forth in Article 4 of the RNG-IA. The Operator must conduct testing of the RNG at its own expense using Distribution-approved independent certified third party laboratories qualified to perform testing in accordance with the following methods: EPA Method 29, EPA 200.8, EPA Method 8270, TO-15, TO-11A, as applicable.
(ii) Once deliveries of RNG resume, the RNG shall be subject to the periodic testing requirements set forth in the RNG Periodic Testing section above if the test indicates the following:

   a. the RNG complies with the gas quality specifications contained in applicable tariffs, contract(s) or agreement(s); and
   b. the levels of all COCs are below threshold levels. Thereafter, the Operator shall reevaluate COCs to determine if the RNG is eligible for less frequent testing.

o. Renewable Natural Gas – RNG Testing Procedures

The RNG Operator shall collect samples at the Interconnect receipt point identified in Exhibit A of the RNG-IA. Samples will be analyzed by Distribution-approved independent certified third party laboratories qualified to perform EPA 200.8 testing. Testing shall be by methods approved as, or considered to be, industry standard. Retesting shall be allowed to verify and validate the results. The cost of retesting shall be borne by the entity requesting the retest.

p. Renewable Natural Gas – Continuous Monitoring of Upgrading Process Integrity

Absent an agreement otherwise, the RNG Operator’s continuous monitoring of and compliance with applicable gas quality specifications shall be used as an indicator that the upgraded equipment or process system is effectively conditioning and upgrading the biogas to acceptable RNG standards. If the indicator(s) used to continuously monitor RNG constituent levels indicates the RNG has not been sufficiently conditioned and upgraded, the RNG Operator may accelerate the RNG periodic testing schedule and initiate immediate testing. Accelerated periodic testing shall satisfy the recommended periodic testing requirements described in the RNG Periodic Testing section above.
Standard-Form Producer Interconnection Agreement

PRODUCER INTERCONNECTION AGREEMENT

THIS INTERCONNECTION AGREEMENT (the “Agreement”) is made and entered into this ______________ day of ______________, ______________, by and between ____________________________, hereinafter, “Operator,” and

NATIONAL FUEL GAS DISTRIBUTION CORPORATION, 6363 Main Street, Williamsville, New York, 14221-5887, hereinafter, “NFGDC.”

WITNESSETH

WHEREAS, NFGDC is a public utility authorized and obligated to receive and transport natural gas and to provide retail natural gas service subject to the jurisdiction of the Public Service Commission of the State of New York hereinafter, “NYSPSC”; and

WHEREAS, NFGDC is a public utility authorized and obligated to receive and transport natural gas and to provide retail natural gas service subject to the jurisdiction of the Pennsylvania Public Utility Commission, hereinafter, “PAPUC”; and

WHEREAS, by means of facilities operated by it, Operator proposes to deliver to, and deliver into facilities owned and operated by NFGDC natural gas produced in the State of New York or deliver into facilities owned and operated by NFGDC natural gas produced in the Commonwealth of Pennsylvania; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, NFGDC and Operator agree as follows:

ARTICLE 1. DEFINITIONS

1.1 “Receipt Point” means the point of interconnection between Operator’s facilities and the facilities of NFGDC located immediately upstream of NFGDC’s measurement facility which is used to identify such point of interconnection in Exhibit A.

1.2 “Exhibit A” means the document entitled “Exhibit A” which is attached hereto (and by such attachment, made a part hereof), as said document may be amended or supplemented, from time to time.

1.3 “Btu” or “British Thermal Unit” means, generally, the amount of heat required to raise the temperature of 1 pound of liquid water by 1°F at a constant pressure of one atmosphere and is a measure of heat value (energy content). Btu is calculated in conformance with applicable ANSI/API and A.G.A. recommendations.

1.4 “Cubic Foot” means the volume of gas contained in one (1) cubic foot of space at a standard pressure of fourteen and seventy-three hundredths (14.73) pounds per square inch absolute and a standard temperature of sixty degrees Fahrenheit (60°F), under standard gravitational force.

1.5 “Mcf” means one thousand (1,000) cubic feet of gas, determined on the measurement basis set forth in this Agreement.
1.6 "Meter Location" means the state, New York or Pennsylvania, in which an individual meter on Exhibit A is geographically located.

1.7 "NFGDC’s Tariff" or "Tariff" means NFGDC’s Schedule For Gas Service Applicable In The Entire Territory (PSC No. 9 – GAS, as amended from time to time, or any superseding tariff), for gas delivered by Operator in New York or Rates, Rules And Regulations Governing The Furnishing of Natural Gas Service (Gas--Pa. P.U.C. No. 9, as amended from time to time, or any superseding tariff) for gas delivered by Operator in Pennsylvania. Meter Location determines the applicable Tariff.

1.8 "Gas Transportation Operating Procedures Manual" or "GTOP" is a document describing operating procedures, protocols and business practices for transportation service, as amended from time to time. The GTOP applicable to gas delivered by Operator in New York is filed with the NYSPSC and the GTOP applicable to gas delivered by Operator in Pennsylvania is filed with the PAPUC. Each GTOP is posted on the NFGDC web site. Meter Location determines the applicable GTOP.

1.9 "Day" means the twenty-four (24) hour period commencing at an hour specified in the Tariff of an interstate pipeline delivering gas to NFGDC at a city gate station, or as otherwise specified in NFGDC’s GTOP.

1.10 "Month" means the period commencing on the first Day of a calendar month and ending immediately prior to the commencement of the first Day of the next calendar month.

1.11 "Operator's Gas" means the natural gas delivered into NFGDC's facilities at any given time at any given Receipt Point.

1.12 "Commission" means the NYSPSC or PAPUC depending on Meter Location.

1.13 "NFGDC Contacts Addendum" means the document so entitled which is attached hereto (and by such attachment, made a part hereof), providing NFGDC contact information pertinent to this Agreement. Said document may be amended or supplemented, from time to time by NFGDC and communicated to Operator through facsimile, e-mail or a posting to the NFGDC website,

1.14 "Operator Contacts Addendum" means the document so entitled which is attached hereto (and by such attachment, made a part hereof), providing Operator contact information pertinent to this Agreement. Said document may be amended or supplemented, from time to time by Operator and communicated to NFGDC as provided therein.

1.15 "Gas Scheduling" means the administrative function(s) of arranging for Operator’s Gas to be delivered for the account of NFGDC transportation customers and/or their suppliers, including nominations, confirmations, pool assignments and related activities.

ARTICLE 2. DELIVERY OF GAS INTO NFGDC FACILITIES

2.1 Operator shall not deliver (or permit the delivery of) any gas into any facility owned or operated by NFGDC other than at a Receipt Point identified on Exhibit A at the time of such delivery (the "Exhibit A Receipt Point(s)"). No Receipt Point shall be deemed to have been added to Exhibit A, and Exhibit A shall not be deemed to have been otherwise amended or supplemented, unless and until such amendment or supplement of Exhibit A shall be evidenced by a writing executed by Operator and NFGDC.

2.2 Operator warrants and represents as follows:
2.2.1 All gas delivered into NFGDC’s facilities at any one Receipt Point shall be gas produced exclusively from wells configured to deliver to such Receipt Point.

2.2.2 Gas produced or scheduled by Operator to be produced from additional well(s) flowing through a Receipt Point identified in Exhibit A shall be authorized and gas received therefrom accepted by Distribution at the designated Receipt Point so long as:

   2.2.2.1 Operator provides Distribution with 15 days written notice of its intent to add said additional well(s), together with the scheduled turn-on date; and

   2.2.2.2 The well has been tested by or caused to be tested by Distribution and the results therefrom meet Distribution’s satisfaction;

   2.2.2.3 Provided, however, if Distribution fails to perform or cause to perform such well test by Operator’s scheduled turn-on date, as provided in subdivision (i) above, said well(s) may nonetheless be turned on and production therefrom shall be accepted by Distribution at the designated Receipt Point, subject to Operator’s sole liability for damages resulting from such production, and further subject to Distribution’s determination, upon testing at any later date, that such gas is not acceptable pursuant to the terms and conditions of this Agreement.

   2.2.2.4 The criteria contained in paragraph 2.2.2 shall also apply to new or different formations of gas that are accessed from an existing well already flowing through a Receipt Point identified on Exhibit A.

2.3 Operator shall deliver gas at a pressure sufficient to enable such gas to enter NFGDC’s facilities against the pressure prevailing therein from time to time, provided, however, that Operator shall not deliver gas at any Receipt Point at a pressure in excess of the pressure designated by NFGDC.

2.4 Operator shall not install or operate (or permit any other entity to install or operate) compression facilities in order to deliver gas into any NFGDC facility (“NFGDC-Related Compression Operations”) without the express prior written consent of NFGDC, which consent shall not be unreasonably withheld.

2.5 Operator warrants that all NFGDC-Related Compression Operations shall be conducted in a manner (i) so as to prevent the pulsations therefrom from interfering with NFGDC’s measurement at any Receipt Point, and (ii) so that compressed gas will be delivered to NFGDC at a temperature not exceeding one hundred twenty degrees Fahrenheit (120° F).

2.6 Operator shall give NFGDC written notice at least fourteen (14) days prior to the commencement of (and any material change in) authorized NFGDC-Related Compression Operations.

2.7 Operator shall give NFGDC written notice at least twenty-four (24) hours prior to any material change in the maintenance routine applicable to any compressor used in NFGDC-Related Compression Operations. For purposes of this subsection, “material” shall mean any change that may produce a variance in gas volumes or pressure.

2.8 In the event that the installation, operation and/or maintenance of Operator’s compressor used in NFGDC-Related Compression Operations requires (in NFGDC’s reasonable judgment) modification(s) to any facility owned or operated by NFGDC, the cost of such modification(s) shall be borne by Operator. Operator shall consult with NFGDC so as to assist NFGDC in ascertaining the extent to which such modification may be indicated, and on the basis of such consultation and NFGDC’s own judgment, NFGDC shall endeavor to notify Operator of its determination prior to the date scheduled by Operator for such installation, operation and/or maintenance. Notwithstanding
NFGDC’s efforts to provide such notice to Operator, Operator shall remain solely responsible for costs incurred by NFGDC in the event resulting and reasonably unforeseen modification of NFGDC facilities are required.

2.9 Operator shall, at its own cost and expense, (i) obtain, provide NFGDC with, and maintain any easement(s) or other land interest(s) which, in NFGDC’s judgment as to type and extent, are reasonably necessary for the installation, operation and maintenance of NFGDC’s receipt and related measurement facilities; and (ii) upon NFGDC’s request, provide NFGDC with a copy of the recorded instruments evidencing such land interests and NFGDC’s beneficial interest therein.

2.10 Receipt facilities shall be installed, owned and maintained by and at the expense of either NFGDC or Operator according to the below schedule. Such equipment shall be installed at each Exhibit A Receipt Point facility, which, in NFGDC’s reasonable judgment, may be necessary to accommodate the deliveries of gas received and projected to be received by it at the Receipt Points. The normal operation, calibration, maintenance, adjustment and repair of the measurement equipment shall be performed by the owner of the equipment. Modifications to Receipt Facilities resulting from changes in Operator’s operations shall be performed at Operator’s cost and expense. The Receipt Facilities shall be operated in accordance with the applicable specifications of the Gas Measurement Committee of the Natural Gas Department of the American Gas Association, as amended from time to time, or in accordance with any other mutually agreeable standard commonly accepted in the industry.

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Install By</th>
<th>Own By</th>
<th>Maintain By</th>
<th>Paid By</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meter/Recording instrument</td>
<td>NFGDC</td>
<td>NFGDC</td>
<td>NFGDC</td>
<td>Either*</td>
</tr>
<tr>
<td>Meter run and valves</td>
<td>Either</td>
<td>Either</td>
<td>Either</td>
<td>Operator</td>
</tr>
<tr>
<td>Regulator</td>
<td>Operator</td>
<td>Operator</td>
<td>Operator</td>
<td>Operator</td>
</tr>
<tr>
<td>Drying Equipment</td>
<td>Operator</td>
<td>NFGDC</td>
<td>NFGDC</td>
<td>NFGDC</td>
</tr>
<tr>
<td>Odorizing Equipment</td>
<td>NFGDC</td>
<td>Operator</td>
<td>NFGDC</td>
<td>Operator</td>
</tr>
<tr>
<td>“Pop-offs”/Relief valves</td>
<td>Either</td>
<td>Either</td>
<td>NFGDC</td>
<td>Operator</td>
</tr>
<tr>
<td>Mainline valve</td>
<td>Either**</td>
<td>NFGDC</td>
<td>NFGDC</td>
<td>Operator</td>
</tr>
<tr>
<td>Heaters</td>
<td>Operator</td>
<td>Operator</td>
<td>Operator</td>
<td>Operator</td>
</tr>
<tr>
<td>Water separator/drips</td>
<td>Operator</td>
<td>Operator</td>
<td>Operator</td>
<td>Operator</td>
</tr>
<tr>
<td>Communications facilities</td>
<td>Operator</td>
<td>Operator</td>
<td>Operator</td>
<td>Operator</td>
</tr>
<tr>
<td>Telemetrics/Teleflow</td>
<td>NFGDC</td>
<td>NFGDC</td>
<td>NFGDC</td>
<td>Operator</td>
</tr>
</tbody>
</table>

* NFGDC for initial installation and replacements due to normal wear and tear; otherwise by Operator except on a case by case basis.

**Pursuant to a determination by NFGDC

2.11 Operator shall pay to NFGDC the Receipt Facility Maintenance Fee(s), if any, which shall be applicable, from time to time, pursuant to the provisions of NFGDC’s Tariff. In this connection, Operator agrees that NFGDC shall have the unilateral right, exercisable at its sole option, to file with any regulatory authority having jurisdiction, and to make effective, (i) initial and revised rates and charges applicable to NFGDC’s operations hereunder, (ii) changes in any provision of the General Terms and Conditions of NFGDC’s Tariff applicable to NFGDC’s operations hereunder, and (iii) the terms and conditions of this Agreement (hereinafter, collectively, the “Receipt Parameters”). NFGDC agrees that Operator may protest or contest any such filing and/or may seek from any duly constituted regulatory authority having jurisdiction such revision of any one or more of the Receipt Parameters as may be necessary or appropriate to cause the same to be, in all respects, just and reasonable.

2.12 Operator shall, at its own cost and expense, provide, operate and maintain in safe and efficient operating condition such regulators, relief valves, and other equipment as may be necessary in NFGDC’s reasonable judgment to avoid excessive pressures (and the risk of such pressures) in facilities owned and operated by NFGDC or its customers.
2.13 Operator acknowledges that:

2.13.1 The Receipt Points identified in Exhibit A are located on NFGDC’s gas distribution facilities;

2.13.2 NFGDC must, at all times, be in a position to operate, maintain, enhance, and/or replace any one or more of its facilities in such a manner, at such times, and under such circumstances as will enable it to furnish and provide facilities and service which are safe and adequate and in all respects just and reasonable;

2.13.3 The maximum and/or minimum delivery pressures or other parameters applicable to Operator’s delivery of gas into NFGDC’s facilities may vary from time to time, in light of the above, and in order to enable NFGDC to satisfy its retail market requirements, including but not limited to its firm service obligations, transportation obligations, and to ensure the maintenance of safe operating conditions throughout its system, including, but not limited to, the maintenance, enhancement and/or improvement of its facilities;

2.13.4 Operator acknowledges NFGDC’s right (a) to restrict and/or completely stop Operator’s deliveries at any one or more Receipt Points insofar as reasonably necessary in NFGDC’s judgment to accommodate the above requirements, and/or (b) to designate and re-designate, from time to time, the maximum pressure or other delivery parameter(s) temporarily applicable to deliveries of gas by Operator at any one or more Receipt Points; and

2.13.5 Without limitation of the remedies available to NFGDC in respect of any breach of this Agreement, a breach of any one or more of the obligations undertaken by Operator under paragraphs 2.1, 2.2, 2.3 and 2.5 of this Article 2 shall constitute a material breach of this Agreement.

ARTICLE 3. MEASUREMENT

3.1 Measurement of Operator’s Gas shall be in accordance with the Tariff and GTOP requirements applicable to gas delivered into NFGDC’s facilities for transportation service and/or applicable to production facility gas measurement.

3.2 The unit of volume for purposes of measurement of the gas delivered into NFGDC’s facilities at the respective Exhibit A Receipt Points shall be Mcf.

3.3 The total heating value of the gas delivered into NFGDC’s facilities at the respective Exhibit A Receipt Points shall be determined by tests of samples of gas collected at said Receipt Points at such time(s) as may be determined by NFGDC. The unit of measurement of heating value shall be Btu. Btu determinations shall be made as often as NFGDC deems appropriate, and at NFGDC’s expense, provided, however, that Btu determinations which are made by NFGDC at Operator’s request shall be made by NFGDC at Operator’s cost and expense.

3.4 If undertaken at Operator’s request, NFGDC’s test of the accuracy of any meter or other measurement equipment owned and used by NFGDC to measure volumes of gas delivered into its facilities shall be arranged and conducted, insofar as reasonably practicable, so as to permit representatives of Operator to be present. If, upon any such test (whether conducted at Operator’s request or upon NFGDC’s own initiative) any such meter or measurement equipment shall be found to be inaccurate, NFGDC shall adjust the same as soon as practicable to read correctly; and

3.4.1 If such inaccuracy is less than three percent (3%), the previous readings shall be deemed correct, and, in the event such test was conducted at Operator’s request, Operator shall bear all costs of such test;
3.4.2 If such inaccuracy is three percent (3%) or more, the previous readings shall be corrected to zero (0) error for the period of time during which such meter or other measurement equipment is known or agreed to have been inaccurate. If the length of such period of inaccuracy is not known or agreed upon, such correction shall be made for a period equal to one-half (½) of the time which has elapsed since the date of the last calibration, provided, however, that such correction period shall not exceed thirty (30) days.

If any such meter or other measurement equipment is out of service, or inaccurate by three percent (3%) or more, under circumstances where the correction of previous readings of such equipment to “zero (0) error” is not feasible, then the volume of gas delivered during the period shall be estimated (a) by using data recorded by any check-measuring equipment, if installed and registering accurately, or (b) if such check-measuring equipment is not installed or registering inaccurately, by correcting the error if the percentage of error is ascertainable by calibration, test or mathematical calculation, or (c) if neither such method is feasible, by estimating the quantity delivered based upon deliveries under similar conditions during a period when equipment was registering accurately.

ARTICLE 4. GAS QUALITY

4.1 Operator understands and acknowledges that NFGDC will not continuously monitor, test, or otherwise inspect Operator’s Gas prior to the delivery thereof into NFGDC’s facilities. Operator further acknowledges that, irrespective of the contractual disposition of Operator’s Gas, all such gas is commingled with, and becomes an inseparable part of, the gas supply used by NFGDC to satisfy its obligations to its retail and transportation customers. Accordingly, Operator expressly warrants and represents that (i) Operator’s Gas shall, in all respects and at all times, consist solely of gas which is merchantable and fit for use by NFGDC’s retail customers, and (ii) without limitation of the generality of the foregoing, Operator’s Gas shall at all times, and in all respects, shall conform to the Tariff and GTOP requirements applicable to gas delivered into NFGDC’s facilities for transportation service, and meet at least the following minimum quality specifications:

4.1.1 Operator’s Gas shall be entirely free of all hydrocarbon liquids and other material in liquid form, including, without limitation, water, glycol, brines, condensate and oil;

4.1.2 All gas delivered by Operator to NFGDC hereunder into NFGDC’s facilities through any Receipt Point listed on the attached Exhibit A shall be dehydrated by Operator for removal of water present therein in a vapor state to a level determined acceptable by NFGDC, at its sole discretion, from time to time. In no event shall the acceptable level, as determined by NFGDC, be required to be less than the maximum water vapor (H₂O) per million cubic feet level specified in the Tariff;

4.1.3 Operator’s Gas shall be entirely free of NOx compounds;

4.2 To the extent accepting Operator’s Gas does not prevent gas delivered to customers from being merchantable and fit for use in its retail markets, NFGDC shall have the option (but never the obligation), to relax gas quality requirements, from time to time, by describing permissible variations in its GTOP.

4.3 Operator shall furnish, install, operate, maintain and keep in efficient and safe operating condition, at Operator’s sole cost and expense, such drips, separators, dehydrators, alcohol bottles, gas cleaners, treatment facilities, and any other devices or equipment as may be or become reasonably necessary to effect compliance with the quality specifications set forth in this Article.

4.4 In addition to any other remedy which may be available to NFGDC hereunder, or under any provision of law, in respect of Operator’s undertakings expressed in this Article, NFGDC shall
have and be entitled to exercise any one or more of the following rights, options and remedies, on a non-exclusive basis, in the event of any breach by Operator of any one or more of said undertakings, to wit:

4.4.1 Upon notice to Operator, treat or process Operator’s Gas, at Operator’s sole cost and expense, insofar as reasonably necessary in NFGDC’s judgment to cause the same to conform to the quality specifications set forth in this Article;

4.4.2 Continue to receive Operator’s Gas, with or without treatment or processing thereof;

4.4.3 Discontinue receiving Operator’s Gas at the affected Receipt Point(s) until the occasion(s) for the exercise of a remedy by NFGDC has, in NFGDC’s reasonable judgment, been corrected;

4.4.4 Terminate this Agreement as respects the delivery of Operator’s Gas into NFGDC’s facilities at the affected Receipt Point(s) in the event that, in NFGDC’s reasonable judgment, the occasion for NFGDC’s exercise of a remedy cannot be corrected at a reasonable cost in a reasonable time;

4.4.5 Require Operator to cease receiving into Operator’s facilities production attributable to the source which occasioned NFGDC’s exercise of a remedy; and

4.4.6 Clean-up and/or repair, at Operator’s sole cost and expense, all facilities, equipment and apparatus affected by the occasion for NFGDC’s exercise of a remedy. NFGDC shall endeavor to notify the Operator prior to taking such remedial action.

ARTICLE 5. CHART CHANGES AND INDEX READINGS

5.1 Operator shall, at its own cost and expense, (i) change the charts on each orifice meter associated with the Exhibit A Receipt Points (the “Charts”), on the first (1st) working day of each month, (ii) mail the removed Charts to NFGDC on or before the fifth (5th) working day of each month, (iii) change the Charts regularly, once each seven (7) day period following said first (1st) working day, or on a 31-day cycle in the case of 31-day charts, and (iv) mail these removed Charts to NFGDC within three (3) working days of each such chart change.

5.2 Insofar as applicable, Operator shall, at its own cost and expense, read each displacement meter associated with any Exhibit A Receipt Point on the first (1st) working day of each month and shall mail, or, with confirmed receipt, e-mail or fax all such index information to NFGDC on or before the fifth (5th) working day of each month.

5.3 All charts and all index information shall be addressed to “NATIONAL FUEL GAS DISTRIBUTION CORPORATION” at the address provided for Gas Measurement in the NFGDC Contacts Addendum.

5.4 Operator understands that NFGDC is not able to account for and/or allocate Operator’s Gas without using the Chart or index information (as the case may be) referred to in this Article. Accordingly, given (i) the incremental expense and other costs which will be incurred by NFGDC in the event of its tardy receipt of the Chart or index information referred to in this Article; (ii) the difficulty of quantifying such costs and expenses, and (iii) the inconvenience and practical infeasibility of otherwise providing an adequate remedy in respect of Operator’s breach of its undertakings expressed in this Article, it is agreed as follows:

In the event that either of the following conditions are met, to wit: (i) Operator shall fail to mail any Chart or index information as stipulated in this Article, or (ii) NFGDC shall fail to receive said Chart or index information on or before the fifth (5th) working day following the mailing date stipulated in this Article, then
NFGDC shall be relieved of any obligation to account for any of the production in a timely manner but will endeavor to account for such production in the next accounting period.

ARTICLE 6. TERM

6.1 This Agreement shall have no force or effect unless and until it shall have been executed by each of the parties identified on the first page hereof and by each of the parties identified in the Addendum thereto, if any (the “Effective Date”). Thereafter, and unless and until NFGDC shall have notified each of the other parties who executed this Agreement (the “Non-NFGDC Parties”) that all applicable gas disposition agreements have become effective, no right or entitlement shall accrue to any Non-NFGDC Party due to the execution of this Agreement.

6.2 The term of this Agreement shall extend until the first anniversary of the Effective Date, and, unless otherwise lawfully terminated, this Agreement shall continue in effect thereafter, until the same is terminated by any party to this Agreement, if any, by written notice to all other such parties, no later than thirty (30) days prior to the beginning of a calendar month.

6.3 Notwithstanding any other provision of this Agreement, and in addition to any other right or remedy available to NFGDC hereunder or under any provision of law, NFGDC shall have the following rights, exercisable at NFGDC’s sole option, to wit:

6.3.1 Terminate this Agreement and remove all Receipt Facilities at the Exhibit A Receipt Points, or suspend or cease receiving Operator’s Gas at any one or more of the Exhibit A Receipt Points, upon thirty (30) days’ prior written notice to Operator, in the event that Operator should for any reason experience a loss or cancellation of the security required to be provided by Operator pursuant to Article IX hereof; and

6.3.2 Terminate this Agreement as to the affected Receipt Point(s) and remove all Receipt Facilities at the affected Receipt Point(s), or suspend or cease receiving Operator’s Gas at any affected Receipt Point(s), upon thirty (30) days’ prior written notice to Operator, in the event that Operator should (i) fail to provide satisfactory title to the production or (ii) repeatedly violate, in NFGDC’s sole opinion, the standards contained in Article IV.

ARTICLE 7. GOVERNMENTAL REGULATION

7.1 This Agreement and the respective obligations of the parties hereunder shall be subject to all valid applicable federal, state and local laws, orders, rules and regulations, whether in effect on the date hereof, or becoming effective thereafter. The parties shall be entitled to regard all laws, orders, rules and regulations issued by any federal, state or local regulatory or governmental body as valid and may act in accordance therewith until such time as same shall have been invalidated by final judgment (no longer subject to judicial review) of a court of competent jurisdiction. 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. Nothing contained herein, however, shall be construed as affecting any party’s right(s) to contest the validity or applicability of any such law, order, rule or regulation.

ARTICLE 8. FORCE MAJEURE

8.1 In the event either NFGDC or Operator is rendered unable, in whole or in part, by force majeure to carry out their respective obligations under this Agreement, other than to make payments due hereunder or to maintain minimum gas quality specifications, it is agreed that the obligations of the party claiming such inability to perform, so far as they are affected by such force majeure, shall be suspended from the inception of and during the continuance of such inability so caused but for no longer period; provided that the party claiming such inability gives notice and
reasonably full particulars of such force majeure event relied upon; and provided further that the party claiming such inability shall promptly and diligently take such action as may be necessary and reasonably practicable to correct, or cause to be corrected, such inability.

8.2 The term “force majeure” as employed herein shall mean, without limitation, acts of God, Governmental action or regulation, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, tornadoes, storms, storm warnings, floods, washouts, arrests and restraints of governments and people, civil disturbances, explosions, breakage or accidents to machinery or pipelines, the necessity for making repairs to or alterations of machinery or pipelines, freezing of pipelines, and any other causes, whether of the kind herein enumerated or otherwise, not under or within the control of the party claiming inability to perform and which, by the exercise of reasonable diligence, such party is unable to prevent or overcome.

8.3 The settlement of strikes, lockouts or any such labor disputes shall be entirely within the discretion of the party having the difficulty, and the above requirement that any force majeure event shall be remedied promptly and diligently shall not require the settlement of strikes, lockouts or other labor disputes by acceding to the demands of any opposing party when such course is inadvisable in the discretion of the party having the difficulty.

8.4 Force majeure shall not include failure or disruption of technical systems or products within the reasonable control of the party claiming force majeure which arise as a result of any leap year.

ARTICLE 9. NOTICE

9.1 Every notice, request, statement, bill or invoice provided for in this Agreement shall be in writing, unless otherwise provided herein, and shall be sent by prepaid mail, facsimile, or by overnight delivery, addressed to the party to whom given, at such party's address stated below, or at such other address as such party may in and by such notice direct hereafter. Facsimile notices, requests, statements, bills or invoices shall be deemed given only when facsimile receipt is confirmed.

9.1.1 Notice to NFGDC shall be sent to the address provided for Notices in the NFGDC Contacts Addendum.

9.1.2 Notice to Operator shall be sent to the address provided for Notices in the Operator Contacts Addendum.

9.2 Operator shall provide NFGDC with a current telephone number, facsimile number and E-mail address at which Operator or Operator’s representatives may be contacted at all hours using the Operator Contacts Addendum or other mutually agreeable form that minimally provides the same information contained therein. For themselves and their agents, NFGDC and Operator agree to the recording of all telephone conversations during which NFGDC notifies Operator to suspend or cease deliveries into any facility owned or operated by NFGDC.

ARTICLE 10. OPERATOR’S CREDITWORTHINESS

10.1 At its sole option, NFGDC may (i) suspend its receipt of Operator’s Gas, or (ii) terminate this Agreement, in the event that Operator is or has become insolvent or fails within a reasonable period, upon NFGDC’s request, to demonstrate creditworthiness, or in the event that Operator incurs a poor credit history with respect to any service provided by NFGDC or as established by a reliable reporting agency.

10.2 As a demonstration of Operator’s creditworthiness and as security in respect of any remedy afforded NFGDC under this Agreement or under any provision of law, Operator agrees to provide
NFGDC, prior to the Effective Date, and to keep in force throughout the term of this Agreement, any one of the following:

10.2.1 A security deposit in the amount of Ten Thousand Dollars ($10,000), to be held in a non-interest-bearing general account by NFGDC;

10.2.2 An irrevocable letter of credit issued by a financial institution acceptable to NFGDC and in a form acceptable to NFGDC with a face amount of Ten Thousand Dollars ($10,000); or

10.2.3 At NFGDC’s sole discretion, a copy of the most recent audited financial statements of Operator (or of a guarantor of Operator’s performance hereunder) showing a net worth in excess of Thirty Thousand Dollars ($30,000), or a copy of the most recent unaudited financial statements of Operator (or of a guarantor of Operator’s performance hereunder) showing a net worth of at least Forty Thousand Dollars ($40,000), in which event, Operator shall also provide NFGDC with evidence of its ownership of unencumbered assets valued, in the aggregate, in excess of Ten Thousand Dollars ($10,000) in each state in which Operator conducts any business with NFGDC.

10.2.4 Security, in a form acceptable to NFGDC, provided on behalf of Operator by a creditworthy third party, including but not limited to a marketer, individual, or other entity.

10.3 NFGDC reserves the right to require Operator to establish or demonstrate its creditworthiness, from time to time, during the term of this Agreement.

ARTICLE 11. TITLE TO GAS

11.1 Nothing in this Agreement shall affect the title to Operator’s Gas.

11.2 Operator shall indemnify NFGDC against, and hold it harmless from, and undertake the defense of NFGDC with respect to, all suits, actions, claims, debts, accounts, damages, costs, losses and expenses (including attorneys’ fees) arising from or out of adverse claims of any and all persons or entities to Operator’s Gas, or to royalties, overriding royalties or other payments with respect thereto, or to taxes, licenses, fees, or charges with respect to Operator’s Gas or the disposition thereof (hereinafter, respectively “Adverse Claim To Operator’s Gas”). Except insofar as Operator is in breach of its obligations or has an obligation to indemnify and save NFGDC harmless pursuant to this section XI (B), NFGDC agrees to indemnify and save Operator harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising out of adverse claims of any and all persons to the natural gas after receipt by NFGDC of Operator’s gas for redelivery by NFGDC (whether by means of transportation service or NFGDC commodity service) according to NFGDC’s Tariff.

11.3 In the event of any Adverse Claim To Operator’s Gas, NFGDC may, at its sole discretion, suspend receipts of Operator’s Gas at the Receipt Point(s) where the affected gas is delivered into NFGDC’s facilities (without incurring any liability to Operator or any other entity interested in Operator’s Gas) until such claim is finally determined and the prevailing party(ies) agree(s) to be bound by this Agreement, or until Operator furnishes NFGDC a bond, in form and amount and with sureties acceptable to NFGDC, conditioned to hold NFGDC harmless from any such Adverse Claim To Operator’s Gas, or until Operator demonstrates, to NFGDC’s satisfaction, that such gas subject to an adverse claim does not constitute any portion of Operator’s Gas.

11.4 Operator agrees to provide NFGDC, upon request, evidence reasonably satisfactory to NFGDC of Operator’s right to handle and deliver into NFGDC’s facilities, one hundred percent (100%) of the gas comprising Operator’s Gas.

ARTICLE 12. REMEDIES
12.1 In addition to any other remedy available to NFGDC under this Agreement or any provision of law, Operator shall indemnify NFGDC against, hold it harmless from, and undertake the defense of NFGDC with respect to all suits, actions, claims, losses, damages (including punitive damages and economic losses), injuries (including personal injury and death), debts, accounts, costs and expenses (including attorneys’ fees and other expenses incurred by NFGDC in responding to, and in partial or full satisfaction of, any such suits, actions, claims, losses, damages and injuries) related to and/or arising from or out of any breach by Operator of any provision of this Agreement.

ARTICLE 13. MISCELLANEOUS

13.1 This document shall not be construed as an agreement running with the land.

13.2 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.

13.3 No waiver by any party of any one or more defaults by the other in the performance of any provision 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.

13.4 Not less than five (5) working days prior to the first day of each calendar month during the term of this Agreement, Operator shall provide NFGDC with update(s), if any, to the identity of the entity and person who shall conduct Gas Scheduling for Operator’s Gas at each of the Exhibit A Receipt Points. In the absence of Operator’s timely notification to this effect, NFGDC may (but shall not be obligated to) deem the authority of the entity and person identified in Operator’s last previous timely notification to continue until its receipt of the Operator’s next timely notification under this paragraph.

13.5 Any company which shall succeed by purchase, merger or consolidation of the gas related properties, substantially as an entirety, of NFGDC or of Operator, 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.

13.6 The headings contained in this Agreement are intended solely for convenience and do not constitute any part of the agreement between the parties and shall not be used in any manner in construing this Agreement.

13.7 With respect to Meter Location, this Agreement shall be construed, enforced and interpreted in accordance with the laws of

13.7.1 the State of New York, excluding, however, any such law which would direct the application of the law of another jurisdiction. The parties (i) submit to the jurisdiction of the United States District Court for the Western District of New York, and, in the event that such court lacks subject matter jurisdiction, to the New York State Supreme Court, Erie County, and, as respects those matters which are subject to the exclusive or primary jurisdiction of the NYSPSC, and (ii) waive any right or entitlement which they or any of them might otherwise have to cause any dispute arising under this Agreement to be adjudicated, determined or resolved pursuant to the law of any other jurisdiction, or, in or by any other court(s) or tribunal(s). Provided, however, that the parties may bring disputed matters before the NYSPSC according to dispute resolution procedures under NFGDC’s Interconnection Rules and Procedures set forth in NFGDC’s GTOP.
13.7.2 the Commonwealth of Pennsylvania, excluding, however, any such law which would
direct the application of the law of another jurisdiction. The parties (i) submit to the jurisdiction
of the United States District Court for the Western District of Pennsylvania, and, in the event
that such court lacks subject matter jurisdiction, to the Court of Common Pleas of Erie County,
Pennsylvania, and, as respects those matters which are subject to the exclusive or primary
jurisdiction of the PAPUC, and (ii) waive any right or entitlement which they or any of them
might otherwise have to cause any dispute arising under this Agreement to be adjudicated,
determined or resolved pursuant to the law of any other jurisdiction, or, in or by any other
court(s) or tribunal(s). Provided, however, that the parties may follow the dispute resolution
procedures applicable to Suppliers as set forth in NFGDC’s Tariff under Rate Schedule SATS,
Special Provision § U(19), as revised.

13.8 So that there will be certainty as to the actual agreement between the parties, it is mutually
understood and agreed that this Interconnection Agreement and the Exhibit A attached hereto, as
the same may be impacted by any applicable provision of NFGDC’s Tariff and GTOP, are intended
to constitute the final expression, as well as the complete, exclusive and integrated statement, of
the terms of the parties’ agreement relative to the interconnection and other transactions described
therein. If there is any inconsistency between this Agreement and the Tariff, either as presently in
effect or as amended, then the provisions of the Tariff shall apply.

13.9 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.

(OPERATOR) NATIONAL FUEL GAS DISTRIBUTION
CORPORATION

By _____________________________ By: ________________________________
Name: __________________________ Name: ______________________________
Title: ___________________________ Title: _______________________________
Date: ___________________________ Date: _______________________________
### CONTACT INFORMATION:

- **24-Hour Telephone:** (800) 444-3130 EMERGENCIES ONLY

### NATIONAL FUEL GAS DISTRIBUTION CORPORATION

<table>
<thead>
<tr>
<th>Category</th>
<th>Contact Information</th>
</tr>
</thead>
</table>
| **Legal/Contract Notices/Contracting** | **Legal Department**  
1100 State Street  
Erie, PA 16504  
Facsimile: (814) 871-8177  
Attn. Nathaniel Ehrman  
Email: EhrmanN@natfuel.com |
| **Gas Measurement/Gas Testing**    | **Gas Measurement Department**  
717 State Street – Suite 700  
Erie, PA 16501  
Phone (844) NFG-WELL (844) 634-9355  
Facsimile: (814) 871-8672  
Email: NFG_GM@natfuel.com |
| **Field Operations/Meter Sets**    | **Gas Measurement Department**  
717 State Street – Suite 700  
Erie, PA 16501  
Phone (814) 871-8539  
Facsimile: (814) 871-8672  
Email: CampbellC@natfuel.com |
| **Gas Scheduling**                | **Transportation Service Department**  
6363 Main Street  
Williamsville, NY 14221  
Phone (716) 857-7232  
Facsimile: (716) 857-7479  
Email: TSSsupport@natfuel.com |
| **Credit**                        | **Credit & Receivables Management**  
6363 Main Street  
Williamsville, NY 14221  
Phone (716) 857-7570  
Facsimile: (716) 857-7439  
Email: Szretterb@natfuel.com |
## CONTACT INFORMATION:

**Operator:**

---

### Legal/Contract Notices

<table>
<thead>
<tr>
<th>Name:</th>
<th>Address:</th>
<th>Title:</th>
<th>City/State/Zip:</th>
<th>Phone(1):</th>
<th>Phone(2):</th>
<th>Facsimile:</th>
<th>Email:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Emergency (24-Hour)

<table>
<thead>
<tr>
<th>Name:</th>
<th>Address:</th>
<th>Title:</th>
<th>City/State/Zip:</th>
<th>Phone(1):</th>
<th>Phone(2):</th>
<th>Facsimile:</th>
<th>Email:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Field/Gas Testing/Operations

<table>
<thead>
<tr>
<th>Name:</th>
<th>Address:</th>
<th>Title:</th>
<th>City/State/Zip:</th>
<th>Phone(1):</th>
<th>Phone(2):</th>
<th>Facsimile:</th>
<th>Email:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Accounting/Invoices

<table>
<thead>
<tr>
<th>Name:</th>
<th>Address:</th>
<th>Title:</th>
<th>City/State/Zip:</th>
<th>Phone(1):</th>
<th>Phone(2):</th>
<th>Facsimile:</th>
<th>Email:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Other: _________________

<table>
<thead>
<tr>
<th>Name:</th>
<th>Address:</th>
<th>Title:</th>
<th>City/State/Zip:</th>
<th>Phone(1):</th>
<th>Phone(2):</th>
<th>Facsimile:</th>
<th>Email:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Updated Addendums should be sent to NFGDC by facsimile: (814) 871-8672 or E-mail: NFG_GM@natfuel.com*
INTERCONNECTION AGREEMENT

Between

NFGDC and Operator

EXHIBIT A

Receipt Points(s):
National Fuel System Administrator Security Process Agency Agreement

AGENCY AGREEMENT

Applicable for use on the National Fuel Gas Supply Corporation (“NFG”), Empire Pipeline, Inc. (“Empire”), and National Fuel Gas Distribution Corporation (“Distribution”) systems

Internal Tracking - Agency Agreement No. ________ 6

This Agency Agreement (“Agreement”) is entered into effective as of the Effective Start Date specified below, by and between __________________________________________ (“Principal”) and __________________________________________ (“Agent”), which for existing Principals shall be the date the National Fuel Gas Supply Corporation’s (“NFG”) FERC gas tariff implementing the National Fuel System Administrator Security Process (“SA System”) becomes effective or for new Principals the date specified below.

WHEREAS, Principal is an entity that ships gas or produces natural gas that is received into NFG, Empire or Distribution’s (“Transporter”) system subject to provisions specified in applicable tariffs (either FERC for NFG or Empire or the New York Public Service Commission approved tariff and/or Pennsylvania Public Utility Commission approved tariff for Distribution (collectively or individually, “Tariff”) (as supplemented by Distribution’s Gas Transportation Operating Procedures Manual (“GTOP”) for the applicable state jurisdiction);

WHEREAS, Principal has rights and obligations with Transporter;

WHEREAS, Principal desires to transfer certain rights and obligations to Agent; and Agent is willing to act as agent for Principal, as described herein;

NOW THEREFORE, Principal and Agent agree as follows:

Principal hereby authorizes Agent to exercise the rights and/or perform the obligations (“Agency Business Functions”) as set forth in Exhibit A and as described on NFG’s web site to enter meter/index readings. Such authorization shall begin on the Effective Start Date and end on the End Date, as defined below. Agency Business Functions will be as permitted and described on NFG’s web site. Exhibit A is incorporated by reference and made a part of this Agreement for all purposes. Principal and Agent agree that they are required to comply with all provisions of the contracts listed on Exhibit A and all provisions of Transporter’s Tariff and GTOP.

Effective Start Date: The Agreement start date shall be for activity for Gas Day ____________________. 7 This Agreement must be executed, via NFG’s web site or, if unavailable, then by email delivery to Transporter (as specified on Transporter’s web site) of a fully executed Agreement, at least two (2) business days prior to the Effective Start Date, unless otherwise allowed by Transporter.

End Date: Principal's designation and appointment of Agent shall end upon termination by either Party, unless otherwise allowed by Transporter; provided however, that this Agreement may be terminated at any time by the Principal or Agent, but no such termination shall be effective as to Transporter until terminated via NFG’s web site by the terminating party. By execution hereof, Agent accepts its designation and appointment as agent for Principal and agrees to act as agent for Principal in accordance with the terms hereof. Agent shall clearly specify it is acting on behalf of Principal in all

__________________________

6 The Agency Agreement No. will be assigned upon implementation of the SA System. After implementation, the Agency Agreement No. will be assigned upon executing the agreement.

7 The Effective Start Date shall be the date NFG’s FERC Gas tariff implementing the SA System becomes effective. For Agreements entered into after that date, the Effective Start Date is that specified within this Agreement.
actions taken in its role of Agent. Communications with, or actions by, Agent shall be deemed communications with, or actions by, Principal, and Principal accepts and agrees that Transporter may rely on all such communications by Agent on behalf of Principal rendered under the terms of this Agreement.

In the event that a communication(s) or action(s) taken by Principal and Agent are, in Transporter’s sole opinion, inconsistent or conflicting, with respect to the Agency Business Functions and contracts listed on Exhibit A, then Principal understands and agrees that Transporter shall comply with the later communication or action taken by Principal or Agent, provided that such communication or action is not inconsistent with Transporter’s Tariff and/or GTOP, including applicable deadlines therein, or the terms of the applicable contract, in Transporter’s sole opinion.

Correspondence concerning the above-mentioned delegated duties shall be directed to Agent and Principal at the following address:

**Principal**
- Contact Person: __________________________
- Address: ___________________________________
- ___________________________________
- ___________________________________
- ___________________________________
- Telephone: ____________________________
- Fax: ____________________________
- Email Address: ____________________________

**Agent**
- Contact Person: ____________________________
- Address: ___________________________________
- ___________________________________
- ___________________________________
- ___________________________________
- Telephone: ____________________________
- Fax: ____________________________
- Email Address: ____________________________

Principal shall remain liable to Transporter for all of its obligations as Principal under the contracts listed on Exhibit A, including but not limited to all payments to Transporter of all fees and charges for any services rendered under Transporter’s Tariff and/or GTOP. Principal and Agent, each, hereby indemnify and hold Transporter harmless from any and all liabilities, losses, damages, expenses and other obligations of any nature whatsoever that Transporter may suffer as a result of any and all claims, demands, costs, attorney fees and judgments against Transporter resulting from Transporter's reliance on communications and actions of Agent, including but not limited to payment made by
Transporter to Agent or actions taken by Transporter pursuant to Agent's communication(s), action(s) or inaction(s) given on behalf of Principal pursuant to this Agreement.

This Agreement shall be subject to all applicable governmental statutes, orders, rules, and regulations and Transporter's Tariff and/or GTOP as it exists from time-to-time, and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Transporter. This Agreement shall be void and of no force and effect if any necessary regulatory approval or authorization is not so obtained or continued.

The interpretation and performance of this Agreement shall be in accordance with the laws of the state of New York without regard to choice of law doctrine that refers to the laws of another jurisdiction.

In the event of a conflict between the provisions of this Agreement and the provisions of Transporter's Tariff and/or GTOP, the provisions of the Tariff and/or GTOP shall govern.

The Parties agree and stipulate that the services to be performed pursuant to this Agreement by each Party are uniquely tied to the Parties performing the services. Therefore the rights and obligations pursuant to this Agreement may not be assigned. The parties acknowledge that the execution of this Agreement via NFG’s web site shall constitute a valid enforceable agreement and shall legally bind the parties accordingly.

PRINCIPAL

(Principal Name)__________________________________________

By: ______________________________________________________
(Please Sign)

Name: ____________________________________________________
(Please Print)

Title: _____________________________________________________
(Must be an authorized officer)

AGENT

(Agent Name)____________________________________________

By: ______________________________________________________
(Please Sign)

Name: ____________________________________________________
(Please Print)

Title: _____________________________________________________
(Must be an authorized officer)
Renewable Natural Gas Interconnection Agreement

THIS INTERCONNECTION AGREEMENT (the “Agreement”) is made and entered into this ______________ day of ______________, ______________, by and between __________________________________________________, hereinafter, “Operator,” and

NATIONAL FUEL GAS DISTRIBUTION CORPORATION, 6363 Main Street, Williamsville, New York, 14221-5887, hereinafter, “NFGDC.”

WITNESSETH

WHEREAS, NFGDC is a public utility authorized and obligated to receive and transport natural gas and to provide retail natural gas service subject to the jurisdiction of the Public Service Commission of the State of New York hereinafter, “NYSPSC”; and

WHEREAS, NFGDC is a public utility authorized and obligated to receive and transport natural gas and to provide retail natural gas service subject to the jurisdiction of the Pennsylvania Public Utility Commission, hereinafter, “PAPUC”; and

WHEREAS, by means of facilities operated by it, Operator proposes to deliver Renewable Natural Gas (“RNG”) into facilities owned and operated by NFGDC in the State of New York or into facilities owned and operated by NFGDC in the Commonwealth of Pennsylvania; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, NFGDC and Operator agree as follows:

ARTICLE 1. DEFINITIONS

1.1 “Receipt Point” means the point of interconnection between Operator’s Plant and the facilities of NFGDC located immediately upstream of NFGDC’s measurement facility which is used to identify such point of interconnection in Exhibit A.

1.2 “Exhibit A” means the document entitled “Exhibit A” which is attached hereto (and by such attachment, made a part hereof), as said document may be amended or supplemented, from time to time.

1.3 “Exhibit B” means the document entitled “Exhibit B” which is attached hereto (and by such attachment, made a part hereof), as said document may be amended or supplemented, from time to time specific to RNG.

1.4 “Exhibit C” means the document entitled “Exhibit C” which is attached hereto (and by such attachment, made a part hereof), as said document may be amended or supplemented, from time to time specific to RNG.

1.5 “Btu” or “British Thermal Unit” means, generally, the amount of heat required to raise the temperature of 1 pound of liquid water by 1°F at a constant pressure of one atmosphere and is a measure of heat value (energy content). Btu is calculated in conformance with applicable ANSI/API and A.G.A. recommendations.
1.6 "Cubic Foot" means the volume of gas contained in one (1) cubic foot of space at a standard pressure of fourteen and seventy-three hundredths (14.73) pounds per square inch absolute and a standard temperature of sixty degrees Fahrenheit (60°F), under standard gravitational force.

1.7 “Mcf” means one thousand (1,000) cubic feet of gas, determined on the measurement basis set forth in this Agreement.

1.8 “Meter Location” means the state, New York or Pennsylvania, in which an individual meter on Exhibit A is geographically located.

1.9 “NFGDC’s Tariff” or “Tariff” means NFGDC’s Schedule For Gas Service Applicable In The Entire Territory (PSC No. 9 – GAS, as amended from time to time, or any superseding tariff), for gas delivered by Operator in New York or Rates, Rules And Regulations Governing The Furnishing of Natural Gas Service (Gas--Pa. P.U.C. No. 9, as amended from time to time, or any superseding tariff) for gas delivered by Operator in Pennsylvania. Meter Location determines the applicable Tariff.

1.10 “Gas Transportation Operating Procedures Manual” or “GTOP” is a document describing operating procedures, protocols and business practices for transportation service, as amended from time to time. The GTOP applicable to RNG delivered by Operator in New York is filed with the NYSPSC and the GTOP applicable to RNG delivered by Operator in Pennsylvania is filed with the PAPUC. Each GTOP is posted on the NFGDC web site. Meter Location determines the applicable GTOP.

1.11 “Day” means the twenty-four (24) hour period commencing at an hour specified in the Tariff of an interstate pipeline delivering gas to NFGDC at a city gate station, or as otherwise specified in NFGDC’s GTOP.

1.12 “Month” means the period commencing on the first Day of a calendar month and ending immediately prior to the commencement of the first Day of the next calendar month.

1.13 “Operator’s Gas” means the RNG delivered into NFGDC’s facilities at any given time at any given Receipt Point.

1.14 “Commission” means the NYSPSC or PAPUC depending on Meter Location.

1.15 “NFGDC Contacts Addendum” means the document so entitled which is attached hereto (and by such attachment, made a part hereof), providing NFGDC contact information pertinent to this Agreement. Said document may be amended or supplemented, from time to time by NFGDC and communicated to Operator through facsimile, e-mail or a posting to the NFGDC website.

1.16 “RNG Operator Contacts Addendum” means the document so entitled which is attached hereto (and by such attachment, made a part hereof), providing Operator contact information pertinent to this Agreement. Said document may be amended or supplemented, from time to time by Operator and communicated to NFGDC as provided therein.

1.17 “Gas Scheduling” means the administrative function(s) of arranging for Operator’s RNG to be delivered for the account of NFGDC transportation customers and/or their suppliers, including nominations, confirmations, pool assignments and related activities.

1.18 “Renewable Natural Gas” or “RNG” means the gas produced by Operator at its Plant which meets NFGDC RNG Quality Standards, specified in Exhibit B, as well as the gas quality standards specified in NFGDC’s Tariff.
1.19 “Plant” means the digester, gasifier, and other upgrading and processing facilities used to produce biomethane. Such Plants shall be limited to non-hazardous landfills, dairy farms, wastewater treatment plants, food waste processing facilities and Plants producing NFGDC approved syngas.

1.20 “Security Requirement Amount” means the dollar amount of security NFGDC deems appropriate, in its sole discretion, based upon circumstances attributable to the Operator and Operator’s facility.


ARTICLE 2. DELIVERY OF RNG INTO NFGDC FACILITIES

2.1 Operator shall not deliver (or permit the delivery of) any RNG into any facility owned or operated by NFGDC other than at a Receipt Point identified on Exhibit A at the time of such delivery (the “Exhibit A Receipt Point(s)”). No Receipt Point shall be deemed to have been added to Exhibit A, and Exhibit A shall not be deemed to have been otherwise amended or supplemented, unless and until such amendment or supplement of Exhibit A shall be evidenced by a writing executed by Operator and NFGDC.

2.2 Operator warrants and represents as follows:

2.2.1 All gas delivered into NFGDC’s facilities at any one Receipt Point shall be RNG produced exclusively from Plant(s) configured to deliver to such Receipt Point.

2.2.2 RNG delivered into NFGDC’s facilities was not collected from a Hazardous Waste Landfill including landfills permitted by the Department of Toxic Substances Control.

2.2.3 RNG produced or scheduled by Operator to be produced from additional Plant(s) flowing through a Receipt Point identified in Exhibit A shall be authorized and RNG received therefrom accepted by Distribution at the designated Receipt Point so long as:

2.2.3.1 Operator provides NFGDC with 30 days written notice of its intent to add Plant(s), together with the scheduled turn-on date; and

2.2.3.2 The Plant has been tested by or caused to be tested by NFGDC and the results therefrom meet NFGDC’s satisfaction;

2.2.3.3 The criteria contained in paragraph 2.2.3.2 shall also apply to new or different RNG that is formulated with new or modified feedstock source at an existing Plant already flowing through a Receipt Point identified on Exhibit A.

2.2.3.4 The criteria contained in paragraph 2.2.3.2 shall also apply to new or different Plant operations including installation of new processing equipment or modification to existing processing equipment.

2.3 Operator shall deliver RNG at a pressure sufficient to enable such RNG to enter NFGDC’s facilities against the pressure prevailing therein from time to time, provided, however, that Operator shall not deliver RNG at any Receipt Point at a pressure in excess of the pressure designated by NFGDC.
2.3.1 Sufficient delivery pressure does not guarantee access to NFGDC’s facilities. In addition to pressure, nearby distribution system market demand and the priority of service of the parties shipping gas from the Receipt Point(s) shall also be determinative for the purpose of access to NFGDC’s facilities.

2.4 Operator shall not install or operate (or permit any other entity to install or operate) compression facilities in order to deliver RNG into any NFGDC facility ("NFGDC-Related Compression Operations") without the express prior written consent of NFGDC, which consent shall not be unreasonably withheld.

2.5 Operator warrants that all NFGDC-Related Compression Operations shall be conducted in a manner (i) so as to prevent the pulsations therefrom from interfering with NFGDC’s measurement at any Receipt Point, and (ii) so that compressed RNG will be delivered to NFGDC at a temperature not exceeding seventy-three degrees Fahrenheit (73°F). Operator shall ensure safeguards to prevent compressing air (e.g. low pressure shut off or oxygen shut off) into NFGCD’s system are present and operational.

2.6 Operator shall give NFGDC written notice at least fourteen (14) days prior to the commencement of (and any material change in) authorized NFGDC-Related Compression Operations.

2.7 Operator shall give NFGDC written notice at least twenty-four (24) hours prior to any material change in the maintenance routine applicable to any compressor used in NFGDC-Related Compression Operations. For purposes of this subsection, “material” shall mean any change that may produce a variance in RNG volumes or pressure.

2.8 In the event that the installation, operation and/or maintenance of Operator’s compressor used in NFGDC-Related Compression Operations requires (in NFGDC’s reasonable judgment) modification(s) to any facility owned or operated by NFGDC, the cost of such modification(s) shall be borne by Operator. Operator shall consult with NFGDC so as to assist NFGDC in ascertaining the extent to which such modification may be indicated, and on the basis of such consultation and NFGDC’s own judgment, NFGDC shall endeavor to notify Operator of its determination prior to the date scheduled by Operator for such installation, operation and/or maintenance. Notwithstanding NFGDC’s efforts to provide such notice to Operator, Operator shall remain solely responsible for costs incurred by NFGDC in the event resulting and reasonably unforeseen modification of NFGDC facilities are required.

2.9 Operator shall, at its own cost and expense, (i) obtain, provide NFGDC with, and maintain any easement(s) or other land interest(s) which, in NFGDC’s judgment as to type and extent, are reasonably necessary for the installation, operation and maintenance of NFGDC’s receipt and related measurement facilities; and (ii) upon NFGDC’s request, provide NFGDC with a copy of the recorded instruments evidencing such land interests and NFGDC’s beneficial interest therein.

2.10 Receipt facilities shall be installed, owned and maintained by and at the expense of either NFGDC or Operator according to the below schedule. Such equipment shall be installed at each Exhibit A Receipt Point facility, which, in NFGDC’s reasonable judgment, may be necessary to accommodate the deliveries of RNG received and projected to be received by it at the Receipt Points. The normal operation, calibration, maintenance, adjustment and repair of the measurement equipment shall be performed by the owner of the equipment. Modifications to Receipt Facilities resulting from changes in Operator’s operations shall be performed at Operator’s cost and expense. The Receipt Facilities shall be operated in accordance with the applicable specifications of the Gas Measurement Committee of the Natural Gas Department of the American Gas Association, as
amended from time to time, or in accordance with any other mutually agreeable standard commonly accepted in the industry.

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Install By</th>
<th>Own By</th>
<th>Maintain By</th>
<th>Paid By</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meter/Recording instrument</td>
<td>NFGDC</td>
<td>NFGDC</td>
<td>NFGDC</td>
<td>Operator</td>
</tr>
<tr>
<td>Meter run and valves</td>
<td>NFGDC</td>
<td>NFGDC</td>
<td>NFGDC</td>
<td>Operator</td>
</tr>
<tr>
<td>Regulator</td>
<td>Operator</td>
<td>NFGDC</td>
<td>NFGDC</td>
<td>Operator</td>
</tr>
<tr>
<td>Drying Equipment</td>
<td>Operator</td>
<td>Operator</td>
<td>NFGDC</td>
<td>Operator</td>
</tr>
<tr>
<td>Odorizing Equipment</td>
<td>NFGDC</td>
<td>NFGDC</td>
<td>NFGDC</td>
<td>Operator</td>
</tr>
<tr>
<td>“Pop-offs”/Relief valves</td>
<td>Operator</td>
<td>NFGDC</td>
<td>NFGDC</td>
<td>Operator</td>
</tr>
<tr>
<td>Mainline valve</td>
<td>NFGDC</td>
<td>NFGDC</td>
<td>NFGDC</td>
<td>Operator</td>
</tr>
<tr>
<td>Heaters</td>
<td>Operator</td>
<td>Operator</td>
<td>NFGDC</td>
<td>Operator</td>
</tr>
<tr>
<td>Water separator/drips</td>
<td>Operator</td>
<td>Operator</td>
<td>NFGDC</td>
<td>Operator</td>
</tr>
<tr>
<td>Communications facilities</td>
<td>Operator</td>
<td>Operator</td>
<td>Operator</td>
<td>Operator</td>
</tr>
<tr>
<td>Telemetrics/Teleflow</td>
<td>NFGDC</td>
<td>NFGDC</td>
<td>NFGDC</td>
<td>Operator</td>
</tr>
<tr>
<td>Gas Quality Equipment</td>
<td>NFGDC</td>
<td>NFGDC</td>
<td>NFGDC</td>
<td>Operator</td>
</tr>
<tr>
<td>Real-Time Analyzer</td>
<td>NFGDC</td>
<td>NFGDC</td>
<td>NFGDC</td>
<td>Operator</td>
</tr>
</tbody>
</table>

2.11 Operator shall pay to NFGDC the Receipt Facility Maintenance Fee(s), if any, which shall be applicable, from time to time, pursuant to the provisions of NFGDC's Tariff. In this connection, Operator agrees that NFGDC shall have the unilateral right, exercisable at its sole option, to file with any regulatory authority having jurisdiction, and to make effective, (i) initial and revised rates and charges applicable to NFGDC's operations hereunder, (ii) changes in any provision of the General Terms and Conditions of NFGDC's Tariff applicable to NFGDC's operations hereunder, and (iii) the terms and conditions of this Agreement (hereinafter, collectively, the "Receipt Parameters"). NFGDC agrees that Operator may protest or contest any such filing and/or may seek from any duly constituted regulatory authority having jurisdiction such revision of any one or more of the Receipt Parameters as may be necessary or appropriate to cause the same to be, in all respects, just and reasonable.

2.12 Operator shall, at its own cost and expense, provide, operate and maintain in safe and efficient operating condition such regulators, relief valves, and other equipment as may be necessary in NFGDC’s reasonable judgment to avoid excessive pressures (and the risk of such pressures) in facilities owned and operated by NFGDC or its customers.

2.13 Operator acknowledges that:

2.13.1 The Receipt Points identified in Exhibit A are located on NFGDC’s gas distribution facilities;

2.13.2 NFGDC must, at all times, be in a position to operate, maintain, enhance, and/or replace any one or more of its facilities in such a manner, at such times, and under such circumstances as will enable it to furnish and provide facilities and service which are safe and adequate and in all respects just and reasonable;

2.13.3 The maximum and/or minimum delivery pressures or other parameters applicable to Operator's delivery of RNG into NFGDC’s facilities may vary from time to time, in light of the above, and in order to enable NFGDC to satisfy its retail market requirements, including but not limited to its firm service obligations, transportation obligations, and to ensure the maintenance of safe operating conditions throughout its system, including, but not limited to, the maintenance, enhancement and/or improvement of its facilities;
2.13.4 Operator acknowledges NFGDC’s right (a) to restrict and/or completely stop Operator’s deliveries at any one or more Receipt Points insofar as reasonably necessary in NFGDC’s judgment to accommodate the above requirements, and/or (b) to designate and redesignate, from time to time, the maximum pressure or other delivery parameter(s) temporarily applicable to deliveries of RNG by Operator at any one or more Receipt Points; and

2.13.5 Without limitation of the remedies available to NFGDC in respect of any breach of this Agreement, a breach of any one or more of the obligations undertaken by Operator under paragraphs 2.1, 2.2, 2.3 and 2.5 of this Article 2, or under any of the paragraphs of Article 4, shall constitute a material breach of this Agreement.

ARTICLE 3. MEASUREMENT

3.1 Measurement of Operator’s RNG shall be in accordance with the Tariff and GTOP requirements applicable to gas delivered into NFGDC’s facilities for transportation service and/or applicable to production facility gas measurement.

3.2 The unit of volume for purposes of measurement of the RNG delivered into NFGDC’s facilities at the respective Exhibit A Receipt Points shall be Mcf.

3.3 The total heating value of the RNG delivered into NFGDC’s facilities at the respective Exhibit A Receipt Points shall be determined by chromatographic analysis using equipment provided at Operator’s expense but installed, owned and maintained by NFGDC. The unit of measurement of heating value shall be Btu.

3.4 If undertaken at Operator’s request, NFGDC’s test of the accuracy of any meter or other measurement equipment owned and used by NFGDC to measure volumes of RNG delivered into its facilities shall be arranged and conducted, insofar as reasonably practicable, so as to permit representatives of Operator to be present. If, upon any such test (whether conducted at Operator’s request or upon NFGDC’s own initiative) any such meter or measurement equipment shall be found to be inaccurate, NFGDC shall adjust the same as soon as practicable to read correctly; and

3.4.1 If such inaccuracy is less than three percent (3%), the previous readings shall be deemed correct, and, in the event such test was conducted at Operator’s request, Operator shall bear all costs of such test;

3.4.2 If such inaccuracy is three percent (3%) or more, the previous readings shall be corrected to zero (0) error for the period of time during which such meter or other measurement equipment is known or agreed to have been inaccurate. If the length of such period of inaccuracy is not known or agreed upon, such correction shall be made for a period equal to one-half (½) of the time which has elapsed since the date of the last calibration, provided, however, that such correction period shall not exceed thirty (30) days.

If any such meter or other measurement equipment is out of service, or inaccurate by three percent (3%) or more, under circumstances where the correction of previous readings of such equipment to “zero (0) error” is not feasible, then the volume of RNG delivered during the period shall be estimated (a) by using data recorded by any check-measuring equipment, if installed and registering accurately, or (b) if such check-measuring equipment is not installed or registering inaccurately, by correcting the error if the percentage of error is ascertainable by calibration, test or mathematical calculation, or (c) if neither such method is feasible, by estimating the quantity delivered based upon deliveries under similar conditions during a period when equipment was registering accurately.
ARTICLE 4. GAS QUALITY

4.1 Operator understands and acknowledges that while NFGDC will continuously monitor, test, or otherwise inspect Operator's RNG prior to the delivery thereof into NFGDC's facilities, this does not mean that every Constituent of Concern, as identified in Exhibit B – Table 1, will be continuously monitored and tested. Operator further acknowledges that, irrespective of the contractual disposition of Operator's RNG, all such RNG may be commingled with, and become an inseparable part of, the gas supply used by NFGDC to satisfy its obligations to its retail and transportation customers. Accordingly, Operator expressly warrants and represents that (i) Operator's RNG shall, in all respects and at all times, consist solely of RNG which is merchantable and fit for use by NFGDC's retail customers, and (ii) without limitation of the generality of the foregoing, Operator's RNG shall at all times, and in all respects, shall conform to the Tariff and GTOP requirements applicable to gas delivered into NFGDC's facilities for transportation service, and meet at least the following minimum quality specifications:

4.1.1 Operator's RNG shall be entirely free of all hydrocarbon liquids and other material in liquid form, including, without limitation, water, glycol, brines, condensate and oil;

4.1.2 All RNG delivered by Operator to NFGDC hereunder into NFGDC's facilities through any Receipt Point listed on the attached Exhibit A shall be dehydrated by Operator for removal of water present therein in a vapor state to a level determined acceptable by NFGDC, at its sole discretion, from time to time. In no event shall the acceptable level, as determined by NFGDC, be required to be less than the maximum water vapor (H₂O) per million cubic feet level specified in the Tariff;

4.1.3 Operator's RNG shall be entirely free of NOx compounds;

4.1.4 Operator's RNG must also comply with all additional requirements specified in Exhibit B, including but not limited to, having a composition that does not exceed the threshold level for any Constituent of Concern identified in Exhibit B – Table 1.

4.2 To the extent accepting Operator's RNG does not prevent gas delivered to customers from being merchantable and fit for use in its retail markets, NFGDC shall have the option (but never the obligation), to relax RNG quality requirements, from time to time, by describing permissible variations in its GTOP.

4.3 Except as identified in 2.10 above, Operator shall furnish, install, operate, maintain and keep in efficient and safe operating condition, at Operator's sole cost and expense, such drips, separators, dehydrators, alcohol bottles, gas cleaners, treatment facilities, equipment to provide real-time gas quality analysis ("Real-Time Analyzer"), automated shut-off valves and any other devices or equipment as may be or become reasonably necessary to effect compliance with the quality specifications set forth in this Article.

4.4 Operator shall inform NFGDC of changes in its RNG feedstock source prior to such changes or as soon as practicable thereafter.

4.5 In addition to any other remedy which may be available to NFGDC hereunder, or under any provision of law, in respect of Operator's undertakings expressed in this Article, NFGDC shall have and be entitled to exercise any one or more of the following rights, options and remedies, on a non-exclusive basis, in the event of any breach by Operator of any one or more of said undertakings, to wit:
4.5.1 Upon notice to Operator, treat or process Operator’s RNG, at Operator’s sole cost and expense, insofar as reasonably necessary in NFGDC’s judgment to cause the same to conform to the quality specifications set forth in this Article;

4.5.2 Continue to receive Operator’s RNG, with or without treatment or processing thereof;

4.5.3 Discontinue receiving Operator’s RNG at the affected Receipt Point(s) until the occasion(s) for the exercise of a remedy by NFGDC has, in NFGDC’s reasonable judgment, been corrected;

4.5.4 Terminate this Agreement as respects the delivery of Operator’s RNG into NFGDC’s facilities at the affected Receipt Point(s) in the event that, in NFGDC’s reasonable judgment, the occasion for NFGDC’s exercise of a remedy cannot be corrected at a reasonable cost in a reasonable time;

4.5.5 Require Operator to cease receiving into Operator’s facilities RNG feedstock attributable to the source which occasioned NFGDC’s exercise of a remedy; and

4.5.6 Clean-up and/or repair, at Operator’s sole cost and expense, all facilities, equipment and apparatus affected by the occasion for NFGDC’s exercise of a remedy. NFGDC shall endeavor to notify the Operator prior to taking such remedial action.

ARTICLE 5. CHART CHANGES AND INDEX READINGS

5.1 Insofar as applicable, Operator shall, at its own cost and expense, read each rotary, ultrasonic or turbine meter associated with any Exhibit A Receipt Point on the first (1st) working day of each month and shall enter associated meter readings online through a secure web site as provided in NFGDC’s GTOP all such meter reading information to NFGDC on or before the fifth (5th) working day of each month.

5.32 All written correspondence concerning measurement shall be addressed to “NATIONAL FUEL GAS DISTRIBUTION CORPORATION” at the address provided for Gas Measurement in the NFGDC Contacts Addendum.

5.3 Operator understands that NFGDC is not able to account for and/or allocate Operator’s RNG without using the meter reading information (as the case may be) referred to in this Article. Accordingly, given (i) the incremental expense and other costs which will be incurred by NFGDC in the event of its tardy receipt of the meter reading information referred to in this Article; (ii) the difficulty of quantifying such costs and expenses, and (iii) the inconvenience and practical infeasibility of otherwise providing an adequate remedy in respect of Operator's breach of its undertakings expressed in this Article, it is agreed as follows:

In the event that either of the following conditions are met, to wit: (i) Operator shall fail to provide any meter reading information as stipulated in this Article, or (ii) NFGDC shall fail to receive said meter reading information on or before the fifth (5th) working day following the date stipulated in this Article, then NFGDC shall be relieved of any obligation to account for any of the production in a timely manner but will endeavor to account for such production in the next accounting period.

ARTICLE 6. TERM

6.1 This Agreement shall have no force or effect unless and until it shall have been executed by each of the parties identified on the first page hereof and by each of the parties identified in the
Addendum thereto, if any (the “Effective Date”). Thereafter, and unless and until NFGDC shall have notified each of the other parties who executed this Agreement (the "Non-NFGDC Parties") that all applicable RNG disposition agreements have become effective, no right or entitlement shall accrue to any Non-NFGDC Party due to the execution of this Agreement.

6.2 The term of this Agreement shall extend until the first anniversary of the Effective Date, and, unless otherwise lawfully terminated, this Agreement shall continue in effect thereafter, until the same is terminated by any party to this Agreement, if any, by written notice to all other such parties, no later than thirty (30) days prior to the beginning of a calendar month.

6.3 Notwithstanding any other provision of this Agreement, and in addition to any other right or remedy available to NFGDC hereunder or under any provision of law, NFGDC shall have the following rights, exercisable at NFGDC’s sole option, to wit:

6.3.1 Terminate this Agreement and remove all Receipt Facilities at the Exhibit A Receipt Points, or suspend or cease receiving Operator’s RNG at any one or more of the Exhibit A Receipt Points, upon thirty (30) days’ prior written notice to Operator, in the event that Operator should for any reason experience a loss or cancellation of the security required to be provided by Operator pursuant to Article IX hereof; and

6.3.2 Terminate this Agreement as to the affected Receipt Point(s) and remove all Receipt Facilities at the affected Receipt Point(s), or suspend or cease receiving Operator’s RNG at any affected Receipt Point(s), upon thirty (30) days’ prior written notice to Operator, in the event that Operator should (i) fail to provide satisfactory title to the production or (ii) repeatedly violate, in NFGDC’s sole opinion, the standards contained in Article 4.

ARTICLE 7. GOVERNMENTAL REGULATION

7.1 This Agreement and the respective obligations of the parties hereunder shall be subject to all valid applicable federal, state and local laws, orders, rules and regulations, whether in effect on the date hereof, or becoming effective thereafter. The parties shall be entitled to regard all laws, orders, rules and regulations issued by any federal, state or local regulatory or governmental body as valid and may act in accordance therewith until such time as same shall have been invalidated by final judgment (no longer subject to judicial review) of a court of competent jurisdiction. 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. Nothing contained herein, however, shall be construed as affecting any party’s right(s) to contest the validity or applicability of any such law, order, rule or regulation.

ARTICLE 8. FORCE MAJEURE

8.1 In the event either NFGDC or Operator is rendered unable, in whole or in part, by force majeure to carry out their respective obligations under this Agreement, other than to make payments due hereunder or to maintain minimum RNG quality specifications, it is agreed that the obligations of the party claiming such inability to perform, so far as they are affected by such force majeure, shall be suspended from the inception of and during the continuance of such inability so caused but for no longer period; provided that the party claiming such inability gives notice and reasonably full particulars of such force majeure event relied upon; and provided further that the party claiming such inability shall promptly and diligently take such action as may be necessary and reasonably practicable to correct, or cause to be corrected, such inability.

8.2 The term “force majeure” as employed herein shall mean, without limitation, acts of God, Governmental action or regulation, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes,
fires, hurricanes, tornadoes, storms, storm warnings, floods, washouts, arrests and restraints of governments and people, civil disturbances, explosions, breakage or accidents to machinery or pipelines, the necessity for making repairs to or alterations of machinery or pipelines, freezing of pipelines, and any other causes, whether of the kind herein enumerated or otherwise, not under or within the control of the party claiming inability to perform and which, by the exercise of reasonable diligence, such party is unable to prevent or overcome.

8.3 The settlement of strikes, lockouts or any such labor disputes shall be entirely within the discretion of the party having the difficulty, and the above requirement that any force majeure event shall be remedied promptly and diligently shall not require the settlement of strikes, lockouts or other labor disputes by acceding to the demands of any opposing party when such course is inadvisable in the discretion of the party having the difficulty.

8.4 Force majeure shall not include failure or disruption of technical systems or products within the reasonable control of the party claiming force majeure which arise as a result of any leap year.

ARTICLE 9. NOTICE

9.1 Every notice, request, statement, bill or invoice provided for in this Agreement shall be in writing, unless otherwise provided herein, and shall be sent by prepaid mail, facsimile, or by overnight delivery, addressed to the party to whom given, at such party's address stated below, or at such other address as such party may in and by such notice direct hereafter. Facsimile notices, requests, statements, bills or invoices shall be deemed given only when facsimile receipt is confirmed.

9.1.1 Notice to NFGDC shall be sent to the address provided for Notices in the NFGDC Contacts Addendum.

9.1.2 Notice to Operator shall be sent to the address provided for Notices in the RNG Operator Contacts Addendum.

9.2 Operator shall provide NFGDC with a current telephone number, facsimile number and Email address at which Operator or Operator's representatives may be contacted at all hours using the Operator Contacts Addendum or other mutually agreeable form that minimally provides the same information contained therein. For themselves and their agents, NFGDC and Operator agree to the recording of all telephone conversations during which NFGDC notifies Operator to suspend or cease deliveries into any facility owned or operated by NFGDC.

ARTICLE 10. OPERATOR'S CREDITWORTHINESS

10.1 At its sole option, NFGDC may (i) suspend its receipt of Operator's RNG, or (ii) terminate this Agreement, in the event that Operator is or has become insolvent or fails within a reasonable period, upon NFGDC's request, to demonstrate creditworthiness, or in the event that Operator incurs a poor credit history with respect to any service provided by NFGDC or as established by a reliable reporting agency.

10.2 As a demonstration of Operator's creditworthiness and as security in respect of any remedy afforded NFGDC under this Agreement or under any provision of law, Operator agrees to provide NFGDC with security in an amount, not less than Ten Thousand Dollars ($10,000), or as determined by NFGDC ("Security Requirement Amount"), prior to the Effective Date, and to keep in force throughout the term of this Agreement, any one of the following:

10.2.1 A security cash deposit equal to the Security Requirement Amount, to be held in a non-interest-bearing general account by NFGDC;
10.2.2 An irrevocable letter of credit issued by a financial institution acceptable to NFGDC and in a form acceptable to NFGDC with a face amount of the Security Requirement Amount; or

10.2.3 At NFGDC’s sole discretion, a copy of the most recent audited financial statements of Operator (or of a guarantor of Operator’s performance hereunder) showing a net worth in excess three times the Security Requirement Amount, or a copy of the most recent unaudited financial statements of Operator (or of a guarantor of Operator’s performance hereunder) showing a net worth of at least four times the Security Requirement Amount, in which event, Operator shall also provide NFGDC with evidence of its ownership of unencumbered assets valued, in the aggregate, in excess of the Security Requirement Amount in each state in which Operator conducts any business with NFGDC.

10.2.4 Security, in a form acceptable to NFGDC, provided on behalf of Operator by a creditworthy third party, including but not limited to a marketer, individual, or other entity.

10.3 NFGDC reserves the right to require Operator to establish or demonstrate its creditworthiness, from time to time, during the term of this Agreement.

ARTICLE 11. TITLE TO GAS

11.1 Nothing in this Agreement shall affect the title to Operator’s RNG.

11.2 Operator shall indemnify NFGDC against, and hold it harmless from, and undertake the defense of NFGDC with respect to, all suits, actions, claims, debts, accounts, damages, costs, losses and expenses (including attorneys’ fees) arising from or out of adverse claims of any and all persons or entities to Operator’s RNG, or to royalties, overriding royalties or other payments with respect thereto, or to taxes, licenses, fees, or charges with respect to Operator’s RNG or the disposition thereof (hereinafter, respectively “Adverse Claim To Operator’s RNG”). Except insofar as Operator is in breach of its obligations or has an obligation to indemnify and save NFGDC harmless pursuant to this section 11.2, NFGDC agrees to indemnify and save Operator harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising out of adverse claims of any and all persons to the RNG after receipt by NFGDC of Operator’s RNG for redelivery by NFGDC (whether by means of transportation service or NFGDC commodity service) according to NFGDC’s Tariff.

11.3 In the event of any Adverse Claim To Operator’s RNG, NFGDC may, at its sole discretion, suspend receipts of Operator’s RNG at the Receipt Point(s) where the affected RNG is delivered into NFGDC’s facilities (without incurring any liability to Operator or any other entity interested in Operator’s RNG) until such claim is finally determined and the prevailing party(ies) agree(s) to be bound by this Agreement, or until Operator furnishes NFGDC a bond, in form and amount and with sureties acceptable to NFGDC, conditioned to hold NFGDC harmless from any such Adverse Claim To Operator’s RNG, or until Operator demonstrates, to NFGDC’s satisfaction, that such RNG subject to an adverse claim does not constitute any portion of Operator’s RNG.

11.4 Operator agrees to provide NFGDC, upon request, evidence reasonably satisfactory to NFGDC of Operator’s right to handle and deliver into NFGDC’s facilities, one hundred percent (100%) of the gas comprising Operator’s RNG.

ARTICLE 12. REMEDIES

12.1 In addition to any other remedy available to NFGDC under this Agreement or any provision of law, Operator shall indemnify NFGDC against, hold it harmless from, and undertake the defense of NFGDC with respect to all suits, actions, claims, losses, damages (including punitive damages and economic losses), injuries (including personal injury and death), debts, accounts, costs and
expenses (including attorneys’ fees and other expenses incurred by NFGDC in responding to, and in partial or full satisfaction of, any such suits, actions, claims, losses, damages and injuries) related to and/or arising from or out of any breach by Operator of any provision of this Agreement.

12.2 Under no circumstances shall NFGDC be liable to Operator or any third party for any direct, special, indirect, incidental, punitive or consequential losses or damages of any kind whatsoever (including, but not limited to, lost business, lost profits, lost revenues, or lost data) however arising, whether claims for said losses or damages are premised on agreement, tort (including negligence), strict liability or otherwise, irrespective of the number or nature of the claims.

ARTICLE 13. MISCELLANEOUS

13.1 This document shall not be construed as an agreement running with the land.

13.2 Operator shall release, protect, defend, indemnify and save harmless NFGDC, its affiliates and related companies and their directors, officers and employees, from and against each and every suit, demand or cause of action and any and all liabilities, expenses, liens, losses, claims, damages, costs (including court costs and reasonable attorneys’ fees) for or based upon personal injury, disease or death, or on account of property damage, resulting from, in connection with, or in any way arising out of, relating to, or incident to its activities under this Agreement, except to the extent such damage, injury, or loss is caused in whole or in part by the negligence or willful misconduct of NFGDC. For purposes of enforcing this paragraph, Operator waives as a complying employer its immunity provided under the Pennsylvania Worker’s Compensation Laws and/or related laws rules and regulations.

13.3 Operator shall comply with the insurance requirements set forth in Exhibit C to this Agreement.

13.4 Operator covenants and represents that no “hazardous substance” as that term is defined in the Federal Comprehensive Environmental Response Compensation Liability Act (CERCLA), petroleum or petroleum products, "asbestos-containing material" as that term is defined in 40 CFR Part 61 Subpart M, polychlorinated biphenyls (PCBs), "solid waste" as that term is defined in the Federal Resource Conservation Recovery Act (RCRA) or other toxic, hazardous, or deleterious substance (individually or collectively referred to herein as an "Environmentally Deleterious Substance"), is currently at, or will be leaked, spilled, deposited, conveyed through the Interconnect or otherwise released by Operator on, at, adjacent to or through NFGDC’s property. If any Environmentally Deleterious Substance is released or discovered on, at, through or adjacent to said property, Operator shall immediately notify NFGDC of the discovery and existence of said Environmentally Deleterious Substance. In the event of Operators breach of the covenants and representations contained in this section, the full responsibility for the handling, investigation, remediation, treatment, storage or disposal of any such Environmentally Deleterious Substance, including the management and handling of such materials in compliance with all federal, state, or local laws, rules, regulations pertaining to the protection of the environment (“Environmental Laws”), shall remain with Operator and Operator shall indemnify NFGDC for any loss, injury, damage to persons or property, or fines, penalties or compliance order issued by any governmental agency pursuant to any Environmental Law relating to the existence of such Environmentally Deleterious Substance on, at, or adjacent to said. This section shall survive the termination of this Agreement.

13.5 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.
13.6 No waiver by any party of any one or more defaults by the other in the performance of any provision 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.

13.7 Not less than five (5) working days prior to the first day of each calendar month during the term of this Agreement, Operator shall provide NFGDC with update(s), if any, to the identity of the entity and person who shall conduct Gas Scheduling for Operator’s RNG at each of the Exhibit A Receipt Points. In the absence of Operator's timely notification to this effect, NFGDC may (but shall not be obligated to) deem the authority of the entity and person identified in Operator's last previous timely notification to continue until its receipt of the Operator’s next timely notification under this paragraph.

13.8 Any company which shall succeed by purchase, merger or consolidation of the RNG related properties, substantially as an entirety, of NFGDC or of Operator, 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.

13.9 The headings contained in this Agreement are intended solely for convenience and do not constitute any part of the agreement between the parties and shall not be used in any manner in construing this Agreement.

13.10 With respect to Meter Location, this Agreement shall be construed, enforced and interpreted in accordance with the laws of

13.10.1 the State of New York, excluding, however, any such law which would direct the application of the law of another jurisdiction. The parties (i) submit to the jurisdiction of the United States District Court for the Western District of New York, and, in the event that such court lacks subject matter jurisdiction, to the New York State Supreme Court, Erie County, and, as respects those matters which are subject to the exclusive or primary jurisdiction of the NYSPSC, and (ii) waive any right or entitlement which they or any of them might otherwise have to cause any dispute arising under this Agreement to be adjudicated, determined or resolved pursuant to the law of any other jurisdiction, or, in or by any other court(s) or tribunal(s). Provided, however, that the parties may bring disputed matters before the NYSPSC according to dispute resolution procedures under NFGDC’s Interconnection Rules and Procedures set forth in NFGDC’s GTOP.

13.10.2 the Commonwealth of Pennsylvania, excluding, however, any such law which would direct the application of the law of another jurisdiction. The parties (i) submit to the jurisdiction of the United States District Court for the Western District of Pennsylvania, and, in the event that such court lacks subject matter jurisdiction, to the Court of Common Pleas of Erie County, Pennsylvania, and, as respects those matters which are subject to the exclusive or primary jurisdiction of the PAPUC, and (ii) waive any right or entitlement which they or any of them might otherwise have to cause any dispute arising under this Agreement to be adjudicated, determined or resolved pursuant to the law of any other jurisdiction, or, in or by any other court(s) or tribunal(s). Provided, however, that the parties may follow the dispute resolution procedures applicable to Suppliers as set forth in NFGDC’s Tariff under Rate Schedule SATS, Special Provision § U(19), as revised.

13.11 So that there will be certainty as to the actual agreement between the parties, it is mutually understood and agreed that this Interconnection Agreement, the Exhibit A, the Exhibit B and the
Exhibit C attached hereto, as the same may be impacted by any applicable provision of NFGDC’s Tariff and GTOP, are intended to constitute the final expression, as well as the complete, exclusive and integrated statement, of the terms of the parties’ agreement relative to the interconnection and other transactions described therein. If there is any inconsistency between this Agreement and the Tariff, either as presently in effect or as amended, then the provisions of the Tariff shall apply.

13.12 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.

(OPERATOR)  NATIONAL FUEL GAS DISTRIBUTION CORPORATION

By _____________________________  By: _____________________________
Name: __________________________  Name: __________________________
Title: ___________________________  Title: ___________________________
Date: ___________________________  Date: ___________________________
## CONTACT INFORMATION:

**24-Hour Telephone:** (800) 444-3130 **EMERGENCIES ONLY**

### NATIONAL FUEL GAS DISTRIBUTION CORPORATION

<table>
<thead>
<tr>
<th>Section</th>
<th>Department</th>
<th>Address</th>
<th>Phone Numbers</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legal/Contract Notices/Contracting</td>
<td><strong>Legal Department</strong></td>
<td>1100 State Street, Erie, PA 16504</td>
<td>(814) 871-8061</td>
<td><a href="mailto:EhrmanN@natfuel.com">EhrmanN@natfuel.com</a></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gas Measurement/Gas Testing</td>
<td><strong>Gas Measurement Department</strong></td>
<td>717 State Street – Suite 700, Erie, PA 16501</td>
<td>(844) NFG-WELL (844) 634-9355</td>
<td><a href="mailto:NFG_GM@natfuel.com">NFG_GM@natfuel.com</a></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>(814) 871-8672</td>
<td></td>
</tr>
<tr>
<td>Field Operations/Meter Sets</td>
<td><strong>Gas Measurement Department</strong></td>
<td>717 State Street – Suite 700, Erie, PA 16501</td>
<td>(814) 871-8539</td>
<td><a href="mailto:CampbellC@natfuel.com">CampbellC@natfuel.com</a></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gas Scheduling</td>
<td><strong>Transportation Service Department</strong></td>
<td>6363 Main Street, Williamsville, NY 14221</td>
<td>(716) 857-7232</td>
<td><a href="mailto:TSSsupport@natfuel.com">TSSsupport@natfuel.com</a></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>(716) 857-7479</td>
<td></td>
</tr>
<tr>
<td>Credit</td>
<td><strong>Credit &amp; Receivables Management</strong></td>
<td>6363 Main Street, Williamsville, NY 14221</td>
<td>(716) 857-7570</td>
<td><a href="mailto:Szretterb@natfuel.com">Szretterb@natfuel.com</a></td>
</tr>
<tr>
<td>CONTACT INFORMATION:</td>
<td>RNG Operator: __________________________________________________</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------------------</td>
<td>---------------------------------------------------------------</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Legal/Contract Notices**

| Name: | ____________________________________________ |
| Address: | ____________________________________________ |
| Title: | ____________________________________________ |
| City/State/Zip: | ____________________________________________ |
| Phone(1): | ____________________________________________ |
| Phone(2): | ____________________________________________ |
| Facsimile: | ____________________________________________ |
| Email: | ____________________________________________ |

**Emergency (24-Hour)**

| Name: | ____________________________________________ |
| Address: | ____________________________________________ |
| Title: | ____________________________________________ |
| City/State/Zip: | ____________________________________________ |
| Phone(1): | ____________________________________________ |
| Phone(2): | ____________________________________________ |
| Facsimile: | ____________________________________________ |
| Email: | ____________________________________________ |

**Field/Gas Testing/Operations**

| Name: | ____________________________________________ |
| Address: | ____________________________________________ |
| Title: | ____________________________________________ |
| City/State/Zip: | ____________________________________________ |
| Phone(1): | ____________________________________________ |
| Phone(2): | ____________________________________________ |
| Facsimile: | ____________________________________________ |
| Email: | ____________________________________________ |

**Accounting/Invoices**

| Name: | ____________________________________________ |
| Address: | ____________________________________________ |
| Title: | ____________________________________________ |
| City/State/Zip: | ____________________________________________ |
| Phone(1): | ____________________________________________ |
| Phone(2): | ____________________________________________ |
| Facsimile: | ____________________________________________ |
| Email: | ____________________________________________ |

**Other: ____________________**

| Name: | ____________________________________________ |
| Address: | ____________________________________________ |
| Title: | ____________________________________________ |
| City/State/Zip: | ____________________________________________ |
| Phone(1): | ____________________________________________ |
| Phone(2): | ____________________________________________ |
| Facsimile: | ____________________________________________ |
| Email: | ____________________________________________ |

Updated Addendums should be sent to NFGDC by facsimile: (814) 871-8061 or mailed.
RENEWABLE NATURAL GAS INTERCONNECTION AGREEMENT

Between

NFGDC and _________________________________

EXHIBIT A

Receipt Points(s):
RENEWABLE NATURAL GAS INTERCONNECTION AGREEMENT

Between

NFGDC and _____________________________ (“RNG Operator”)

EXHIBIT B
Renewable Natural Gas Quality Standards

Renewable Natural Gas Quality Standards are based on the feedstock source utilized at the RNG Operator’s Plant to generate Biogas that is processed and treated to produce RNG. RNG constituent testing shall be based on the following table:

**TABLE 1: Constituents of Concern (COC)**

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Threshold Level</th>
<th>Testing Required</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Landfill Dairy, Swine WWTP Food Waste Gasifier, Syngas</td>
</tr>
<tr>
<td>Water Content</td>
<td>7 lbs. vapor per MMcf **</td>
<td>Yes Yes Yes Yes Yes</td>
</tr>
<tr>
<td>Sulfur (S)</td>
<td>20 grains of total S per ccf **</td>
<td>Yes Yes Yes Yes Yes</td>
</tr>
<tr>
<td>Hydrogen Sulfide (H₂S)</td>
<td>0.3 grain of H₂S per ccf **</td>
<td>Yes Yes Yes Yes Yes</td>
</tr>
<tr>
<td>Carbon Dioxide</td>
<td>2 vol% **</td>
<td>Yes Yes Yes Yes Yes</td>
</tr>
<tr>
<td>Carbon Dioxide and Nitrogen</td>
<td>5 vol% **</td>
<td>Yes Yes Yes Yes Yes</td>
</tr>
<tr>
<td>Oxygen</td>
<td>0.2 vol% **</td>
<td>Yes Yes Yes Yes Yes</td>
</tr>
<tr>
<td>Siloxanes</td>
<td>0.1 mg Si/m³</td>
<td>Yes N/A Yes Yes N/A</td>
</tr>
<tr>
<td>Ammonia</td>
<td>0.001 vol%</td>
<td>Yes Yes Yes Yes Yes</td>
</tr>
<tr>
<td>Hydrogen</td>
<td>0.1 vol%</td>
<td>Yes Yes Yes Yes Yes</td>
</tr>
<tr>
<td>Mercury</td>
<td>0.08 mg/m³</td>
<td>Yes N/A Yes Yes Yes</td>
</tr>
<tr>
<td>Biologicals</td>
<td>≠</td>
<td>Yes Yes Yes Yes N/A</td>
</tr>
</tbody>
</table>

Volatile Metals

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Threshold Level</th>
<th>Testing Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arsenic</td>
<td>0.38 mg/m³</td>
<td>Yes N/A N/A Yes Yes</td>
</tr>
<tr>
<td>Antimony</td>
<td>9 mg/m³</td>
<td>Yes N/A N/A Yes Yes</td>
</tr>
<tr>
<td>Copper</td>
<td>0.9 mg/m³</td>
<td>Yes N/A N/A Yes Yes</td>
</tr>
<tr>
<td>Lead</td>
<td>1.125 mg/m³</td>
<td>Yes N/A N/A Yes Yes</td>
</tr>
</tbody>
</table>

Volatile Organic Compounds

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Threshold Level</th>
<th>Testing Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ethylbenzene</td>
<td>120 ppmv</td>
<td>Yes N/A Yes Yes Yes</td>
</tr>
<tr>
<td>Toluene</td>
<td>3600 ppmv</td>
<td>Yes N/A Yes Yes Yes</td>
</tr>
</tbody>
</table>

Semi-volatile Organic Compounds

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Threshold Level</th>
<th>Testing Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>n-Nitroso-di-n-propylamine</td>
<td>0.12 ppmv</td>
<td>Yes N/A N/A Yes</td>
</tr>
</tbody>
</table>

**Notes:**
- **:** Indicates that the parameter is a constituent of concern.
- **:** Indicates that testing is required for specific feedstock sources.
<table>
<thead>
<tr>
<th>Parameter</th>
<th>Threshold Level</th>
<th>Landfill</th>
<th>Dairy, Swine</th>
<th>WWTP</th>
<th>Food Waste</th>
<th>Gasifier, Syngas</th>
</tr>
</thead>
<tbody>
<tr>
<td>Halocarbons</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>p-Dichlorobenzenes</td>
<td>19 ppmv</td>
<td>Yes</td>
<td>N/A</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Vinyl Chloride</td>
<td>6.6 ppmv</td>
<td>Yes</td>
<td>N/A</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Aldehydes and Ketones</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Methacrolein</td>
<td>5.55 ppmv</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Polychlorinated biphenyls (PCBs)</td>
<td>Below Detectable Limit</td>
<td>Yes</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Pesticides</td>
<td>Below Detectable Limit</td>
<td>Yes</td>
<td>N/A</td>
<td>Yes</td>
<td>Yes</td>
<td>N/A</td>
</tr>
</tbody>
</table>

≠ 4 x 10⁴/scf (qPCR per APB, SRB, IOB² group) and commercially free of bacteria of >0.2 microns
** Tariff specified limit.

Note: If mixed feedstock sources are utilized by the RNG Operator, NFGDC may test for all COCs.
RENEWABLE NATURAL GAS INTERCONNECTION AGREEMENT

Between

NFGDC and ____________________________ (“RNG Operator”)

EXHIBIT C

Insurance Requirements

RNG Operator shall furnish insurance listed below. Insurance shall be placed with insurance carriers acceptable to NFGDC. Any insurance carrier providing such insurance must have at least an A- rating and financial category of VII or better as defined by A. M. Best. RNG Operator shall maintain this insurance at all times during performance of this Contract. In addition, if insurance is written on a “claims-made” basis, such insurance shall be maintained by RNG Operator for a minimum period of three years after the completion of the Contract. RNG Operator may elect to extend the discovery period under the existing policy for not less than three years.

RNG Operator, and any subcontractors, shall have NFGDC named as an additional insured under the insurance policies required below (with the exception of the professional liability policy (if applicable) and the workers’ compensation policy which shall include alternate employer endorsement), including any excess or umbrella policies for ongoing/current and completed operations. The coverage must be provided on a primary non-contributing basis and the limits will be exhausted before any other insurance is to apply.

RNG Operator shall require all subcontractors to the extent such are permitted, to furnish insurance listed below and such insurance shall be in accordance with all requirements of this section. In the event that subcontractors’ insurance does not meet the minimum requirements, RNG Operator’s insurance will respond.

Each insurance policy required by this section shall contain a waiver of the right of subrogation, as well as the right of set off and any right of deduction, by the respective underwriter(s) of such policy, and shall be endorsed to provide for severability of interest, cross liability or cross suit protection, so that each insured is treated separately under the policy. The waiver of the right of subrogation, setoff and deduction shall also extend to parent companies, subsidiaries and affiliates of NFGDC and the officers, directors, agents, and employees of such entities. These provisions must survive expiration, termination or cancellation of this Contract.

RNG Operator or subcontractor that is a legally permitted and qualified self-insurer in the state in which services are to be performed, may furnish proof that it is such a self-insurer and evidence of any excess coverage. RNG Operator will maintain financial responsibility of any self-insured retention or deductible.

The Following Insurance Policies Are Required

Workers’ Compensation and Employer’s Liability Insurance - RNG Operator or subcontractor, shall maintain Workers’ Compensation and Employer’s Liability Insurance of the state in which the services are to be performed.

a) RNG Operator shall determine if the work to be performed under this Contract requires coverage by any Federal Compensation statutes including, but not limited to, the
Longshoremen’s and Harbor Workers’ Compensation Act or Jones Act and provide such coverage.

b) The Commercial Umbrella and/or Employer’s Liability limits must be in an amount not less than the amount for each accident included in the workers’ compensation policy or separately obtained in those states that do not provide employer liability under the workers’ compensation policy.

Commercial General Liability and Commercial Umbrella Liability Insurance - Commercial general liability insurance and commercial umbrella liability insurance with a combined limit for Bodily Injury and Property Damage of not less than $5,000,000 each occurrence. Such insurance policies must include, at a minimum, coverage for contractual liability, personal injury and advertising, broad form property damage, premises/operations, independent operators, and products and completed operations and shall remain in force for a period of at least 5 years after completion of the work. Any exclusion for “Explosion”, “Collapse” and/or “Underground” (XCU) operations shall be removed from such coverage RNG Operator, and any subcontractors, shall have NFGDC named as an additional insured including any excess or umbrella policies for ongoing/current and completed operations.

Business Automobile Liability and Commercial Umbrella Liability Insurance - Business automobile liability insurance and commercial umbrella liability insurance with a combined single limit of not less than $5,000,000 each occurrence. Such insurance policies must include, at a minimum, coverage for owned, hired and non-owned vehicles and related equipment.

Professional Liability Insurance - Professional liability insurance with a limit of not less than $5,000,000 each claim and aggregate. This is to provide coverage for claims arising out of the performance of professional services under this Contract and caused by any error, omission, or negligent act for which RNG Operator is held liable. RNG Operator shall maintain this insurance for a minimum period of three years after the completion of the Contract. (The Professional Liability Insurance requirement is applicable if the RNG Operator or subcontractor performs professional services for any reason as part of the Contract.)

Certificates of insurance shall state that the insurance carrier has issued the policies providing for the insurance specified herein, that such policies are in force, that NFGDC is an additional insured under the policies for ongoing/current and completed operations, that all policies contain contractual liability coverage, and RNG Operator will give NFGDC thirty (30) days prior written notice of any material change in, non-renewal, or cancellation of, such policies. If such insurance policies are subject to any exceptions to the terms specified herein, such exceptions shall be explained in full in such certificates. NFGDC may, at its discretion, require RNG Operator, or any subcontractor to obtain insurance policies that are not subject to any exceptions to the terms specified herein. For such time as insurance is required under this Contract, RNG Operator shall provide NFGDC with annual current certificates of insurance 15 days prior to the anniversary date of each policy evidenced. At the request of NFGDC, RNG Operator shall provide NFGDC with current copies of all insurance policies and related endorsements required under this section.

**FAILURE TO MAINTAIN THE INSURANCE COVERAGE PROVIDED HEREIN THROUGHOUT THE LIFE OF THIS CONTRACT SHALL CONSTITUTE A MATERIAL BREACH OF THE CONTRACT. IT IS THE RNG OPERATOR’S OBLIGATION TO PROVIDE NFGDC WITH CURRENT CERTIFICATES OF INSURANCE.**
Certificate of Insurance Requirements

a) Before entering the project site or starting work, the RNG Operator will give the NFGDC a certificate of insurance issued by a duly authorized representative of their insurer certifying that at least the minimum coverages required herein are in effect. The NFGDC will have the right, but not the obligation, of prohibiting the RNG Operator or sub-RNG Operator from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the NFGDC. Certificates of insurance shall be sent to:

National Fuel
Risk Management Department
P. O. Box 2081
Erie, PA 16512

b) Failure of the NFGDC to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the NFGDC to identify a deficiency from evidence provided will not be construed as a waiver of the RNG Operator’s obligation to maintain insurance.

c) The acceptance of delivery by the NFGDC of any certificate of insurance evidencing the required coverages and limits does not constitute approval or agreement by the NFGDC that the insurance requirements have been met or that the insurance policies shown in the certificates of insurance are in compliance with the requirements.

d) If the RNG Operator fails to maintain the insurance as set forth herein, the NFGDC will have the right, but not the obligation, to purchase said insurance at the RNG Operator’s expense. Alternatively, the RNG Operator’s failure to maintain the required insurance may result in termination of this Contract at the NFGDC’s option.

e) If any of the coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage will be submitted with the RNG Operator’s final invoice.