

STANDARD FORM 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. _____¹

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 _____.² 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 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

¹ 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.

² 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.

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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.

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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

AGENT

(Principal Name)

(Agent Name)

By: _____
(Please Sign)

By: _____
(Please Sign)

Name: _____
(Please Print)

Name: _____
(Please Print)

Title: _____
(Must be an authorized officer)

Title: _____
(Must be an authorized officer)