

## Natural Gas Supplier Contract Summary

Natural Gas Supplier Information	National Fuel Resources, Inc. (“NFR”) 800-839-9993 www.nfrinc.com NFR is your natural gas commodity provider.
Natural Gas Price Structure	Guaranteed Savings. The guaranteed savings price is at least 5% per Ccf lower than the applicable price to compare of the utility as set forth in its tariff plus applicable taxes as set forth in the Disclosure Statement. The guaranteed savings price will change quarterly because the utility price to compare tariff rate changes quarterly. The ceiling is 5% per Ccf less than the utility price to compare tariff rate. The utility price to compare tariff rate is publicly available from the utility at the beginning of each quarter. Your price will also be set forth in your bill.
Natural Gas Supply Price	The guaranteed savings price is at least 5% per Ccf lower than the applicable price to compare of the utility plus applicable taxes as set forth in the Disclosure Statement.
Statement Regarding Savings	The supply price will provide savings of at least 5% per Ccf as compared to the utility price to compare tariff rate.
Deposit Requirements	None
Incentives	Each month you will be billed at least 5% per Ccf less than the utility price to compare tariff rate.
Contract Start Date	Your NFR natural gas supply service will begin on a date set by your NGDC.
Contract Duration/Length	12 billing cycles
Cancellation/Early Termination Fees	No
End of Contract	You will receive two notices prior to the end of the term of the contract. Unless you choose otherwise, your contract will convert to a month to month variable price contract with a price based on monthly NYMEX (New York Mercantile Exchange last day settle for the month for a natural gas futures contract) price plus NFR’s then applicable basis plus applicable taxes as set forth in the Disclosure Statement.

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Natural Gas Price Structure	Variable. The variable price is based on the monthly New York Mercantile Exchange (NYMEX) price for a natural gas futures contract (last day settle for the month per Ccf) plus \$0.1512 per Ccf plus applicable taxes as set forth in the Disclosure Statement. The variable price will change monthly. There are no ranges/ceiling. The NYMEX portion of the price is publicly available after it settles on the third to last business day of the month preceding the delivery month. Adding \$0.1512 per Ccf to the NYMEX settlement price per Ccf gives you your monthly price. Your price will also be set forth in your bill.
Natural Gas Supply Price	\$_____ per Ccf for [insert month] natural gas. NYMEX + \$0.1512 per Ccf. The variable price is based on the monthly New York Mercantile Exchange price for a natural gas futures contract (last day settle for the month per Ccf) plus \$0.1512 per Ccf plus applicable taxes as set forth in the Disclosure
Statement Regarding Savings	<del>The supply</del> price may not always provide savings as compared to the utility supply price.
Deposit Requirements	None
Incentives	None
Contract Start Date	Your NFR natural gas supply service will begin on a date set by your NGDC.
Contract Duration/Length	12 billing cycles
Cancellation/Early Termination Fees	No
End of Contract	You will receive two notices prior to the end of the term of the contract. Unless you choose otherwise, your contract will convert to a month to month variable price contract with a price based on monthly NYMEX plus NFR’s then applicable basis (which may be higher or lower than the \$0.1512/Ccf basis above) plus applicable taxes as set forth in the Disclosure Statement.

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Natural Gas Price Structure	Fixed.
Natural Gas Supply Price	\$0.4433 per Ccf plus applicable taxes as set forth in the Disclosure Statement.
Statement Regarding Savings	The supply price may not always provide savings as compared to the utility supply price.
Deposit Requirements	None
Incentives	None
Contract Start Date	Your NFR natural gas supply service will begin on a date set by your NGDC.
Contract Duration/Length	12 billing cycles
Cancellation/Early Termination Fees	Yes. \$99.00
End of Contract	You will receive two notices prior to the end of the term of the contract. Unless you choose otherwise, your contract will convert to a month to month variable price contract with a price based on monthly NYMEX (New York Mercantile Exchange last day settle for the month for a natural gas futures contract) price plus NFR’s then applicable basis plus applicable taxes as set forth in the Disclosure Statement.

## National Fuel Resources, Inc.

165 Lawrence Bell Drive, Suite 120, Williamsville, NY 14221

Phone: 1-800-839-9993 - Website: [www.nfrinc.com](http://www.nfrinc.com) - PUC License # A-125010

### Pennsylvania — Natural Gas — Residential Disclosure Statement

**National Fuel Gas Distribution Corporation, the natural gas distribution company (“NGDC”) – Customer Consent Section:** To the NGDC: I have agreed to buy my natural gas from National Fuel Resources, Inc. (“NFR”). I understand that bills for natural gas service, traditionally billed by the NGDC, may be issued to me by NFR, excluding service calls and repairs traditionally billed by the NGDC. I also understand that if I have any questions about my bill, I should call NFR.

**If I smell gas or have any safety-related questions, however, I will still call National Fuel Gas Distribution Corporation, the supplier of last resort, at 1-800-444-3130.**

**NFR and you, the customer, agree to the terms of service as set forth below (collectively the “Disclosure Statement” or “Agreement”):**

1. **Firm Sales:** NFR shall supply your full natural gas requirements without interruption. The NGDC will still be responsible for the delivery of your natural gas. The NGDC will also be responsible for your meter and all gas meter readings and service hereunder shall be provided subject to the NGDC’s tariff classification for customers choosing to purchase natural gas commodity from a marketer and its other applicable tariff provisions and policies. If NFR fails to deliver your full natural gas requirements for reasons other than force majeure, as defined below, you shall be entitled to damages equal to any incremental costs that you incur for your gas supply. Except as otherwise expressly provided in this Disclosure Statement, neither party shall be liable to the other for incidental, consequential or punitive damages or lost profits.

2. **Price and Term: Your price for gas supplies under this Disclosure Statement will be as provided below:**

**12 Month Guaranteed Savings: At Least 5% per Ccf Less than NGDC Price to Compare Tariff Rate:** If you selected this option, you will be billed a monthly variable price per unit which shall be at least 5% per Ccf lower than the applicable “price to compare” of the NGDC as set forth in its tariff (the “Guaranteed Savings Price”) effective with your first complete billing cycle and continuing through twelve billing cycles (the “Guaranteed Savings Term”). Your Guaranteed Savings Price may be different each month during the Guaranteed Savings Term but for any such month shall be at least 5% per Ccf lower than the applicable “price to compare” of the NGDC as set forth in its tariff. If your billing cycle spans two months, the price set forth on your bill may represent an average of the Guaranteed Savings Prices for each relevant month. At any time during the Guaranteed Savings Term, you may lock-in your full natural gas requirements at a fixed price as agreed upon by you and NFR (the “Converted Fixed Price”) and you will then be billed such Converted Fixed Price for your full natural gas requirements. After electing to lock-in a Converted Fixed Price, a new Disclosure Statement will be provided. In addition to being billed either the Guaranteed Savings Price or the Converted Fixed Price, you will be billed for the applicable Taxes (as defined in Section 9) and any NGDC Charges. These charges will appear separately on your bill. After the Guaranteed Savings Term has ended, the Guaranteed Savings Price will automatically convert to NFR’s variable price in effect at the time the Guaranteed Savings Price Term ends, plus applicable Taxes (as defined in Section 9) and any NGDC Charges. Such variable price is subject to change from time to time based on NFR’s current variable price. Notwithstanding the previous sentence, such variable price will not be changed more frequently than one time per month.

**Fixed Price:** If you selected this option, you will be billed a fixed price of \$0.4433 per Ccf (equivalent to \$4.433 per Mcf) (the “Fixed Price”) effective with your first complete billing cycle and continuing through twelve billing cycles (the “Fixed Price Term”). In addition to being billed the Fixed Price, you will be billed for applicable Taxes (as defined in Section 9), the NGDC’s transportation charges, fees, and any other non-transportation charges normally applicable to NGDC customers now in effect or later added to the NGDC’s tariff (collectively, the “NGDC Charges”). These charges will appear separately on your bill. After the Fixed Price Term has ended, the Fixed Price will automatically convert to NFR’s variable price in effect at the time the Fixed Price Term ends, plus applicable Taxes (as defined in Section 9) and any NGDC Charges until the parties agree to new fixed price terms. Such variable price is subject to change from time to time based on NFR’s current variable price. Notwithstanding the previous sentence, such variable price will not be changed more frequently than one time per month.

**Variable Price with the Option to Lock in a Fixed Price:** If you selected this option, you will be billed a variable price of the monthly NYMEX (New York Mercantile Exchange) settlement price for a natural gas futures contract on the last day of trading for such futures contract as established by NYMEX (last day settle per Ccf) plus \$0.1512 per Ccf (equivalent to \$1.512 per Mcf) (the “Variable Price”) effective with your first complete billing cycle and continuing through twelve billing cycles (the “Variable Price Term”). However, at any time during the Variable Price Term, you may lock-in your full natural gas requirements at a fixed price as agreed upon by you and NFR (the “Converted Fixed Price”) and you will then be billed such Converted Fixed Price for your full natural gas requirements. After electing to lock-in a Converted Fixed Price, a new Disclosure Statement will be provided. In addition to being billed either the Variable Price or the Converted Fixed Price, you will be billed for the applicable Taxes (as defined in Section 9) and any NGDC Charges. These charges will appear separately on your bill. After the Variable Price Term has ended, the Variable Price will automatically convert to NFR’s variable price in effect at the time the Variable Price Term ends, plus applicable Taxes (as defined in Section 9) and any NGDC Charges. Such variable price is subject to change from time to time based on NFR’s current variable price. **Because the Variable Price is based in part on the monthly NYMEX, there is not a limit on how much the price may change from one billing cycle to the next.** Notwithstanding the previous sentence, such variable price will not be changed more frequently than one time per month. To obtain the previous 24 months’ average monthly billed price for your rate class, you may call 1.800.839.9993 or visit [www.nfrinc.com/pa-disclosures](http://www.nfrinc.com/pa-disclosures). Historical pricing is not indicative of present or future pricing.

3. **Transportation and Agency Agreement:** You elect NFR as your agent, to the extent necessary, for arranging transportation of gas to you on the NGDC’s pipeline system (the “Transporting Pipeline”). You authorize NFR (its agents and employees) to complete and execute any necessary paperwork required by the Transporting Pipeline for this transaction and to receive historical consumption and credit information from the NGDC. You may rescind such authorization for the release of this information at any time. The Delivery Point will be the point where the gas enters the NGDC’s facilities. NFR retains the right to amend the Delivery Point upon providing notice to you. As between you and NFR, title, possession, and control of the gas shall pass from NFR to you at the Delivery Point.

4. **Start Date and Renewal:** This Disclosure Statement will be effective with your next eligible meter reading. If you are receiving a Fixed Price, after the Fixed Price Term ends, this Agreement will continue to be effective on a month-to-month basis at NFR’s variable price in effect at the time the Fixed Price Term ends plus applicable NGDC Charges and Taxes (as defined in Section 9) unless either party gives thirty (30) days written notice to the other party of their intention to terminate this Agreement. If you are receiving a Variable Price, after the Variable Price Term ends, this Agreement will continue to be effective on a month-to-month basis at NFR’s variable price in effect at the time the Variable Price Term ends plus applicable Taxes (as defined in Section 9) and any NGDC Charges unless either party gives thirty (30) days written notice to the other party of their intention to terminate this Agreement. Such variable price is subject to change from time to time based on NFR’s current variable price. Notwithstanding the previous sentence, such variable price will not be changed more frequently than one time per month.

5. **Enrollment Eligibility and Deadline:** This Residential program is available to creditworthy residential customers. NFR reserves the right to limit the number of customers enrolled.

**6. Right of Rescission:** You may cancel this Disclosure Statement at any time before midnight of the third business day after the day on which you receive this Disclosure Statement ("Rescission Deadline"). You must give notice to NFR of your desire to rescind by providing your request to rescind by (a) U.S. Mail to P.O. Box 9072 Williamsville, New York 14221 postmarked not later than the Rescission Deadline, (b) delivery by hand or other personal delivery means, delivered to NFR at the address above not later than the Rescission Deadline, (c) e-mail to CustomerService@nfrinc.com received by NFR not later than the Rescission Deadline or (d) notifying NFR orally by telephone call to 1-800-839-9993. No fee or penalty will be imposed for exercising your right to cancel this Disclosure Statement as provided in this provision.

**7. Cancellation:** To provide you with the terms and conditions of this Disclosure Statement, NFR may take positions in the futures market. If you cancel this Agreement before the end of any Fixed Price Term, you agree to pay NFR a cancellation fee of \$99.00. Any cancellation is effective at the next available cycle out meter reading.

**8. Billing and Payment:** Upon receipt of meter readings and estimated readings from the NGDC, you will be billed each month for gas supplies, applicable Taxes (as defined in Section 9) and any NGDC Charges. The charges other than your Fixed Price, Variable Price or Converted Fixed Price will appear separately on your bill. You agree to pay NFR's invoice within twenty (20) days after the invoice date. You will be charged interest at the rate of one and one-half percent per month from the date that such payment is due and all reasonable attorney fees, court costs, or other expenses which NFR would incur in collecting overdue payments. If you default on any of your obligations under this Disclosure Statement, NFR may, in addition to other legal remedies, terminate this Agreement. A fee of thirty-five (\$35) dollars will be charged for any returned checks. In the event of cancellation or termination by either party, return to NGDC service or service from another marketer will occur as provided by the NGDC tariff, up to 45 days after notice and you remain responsible for charges for gas use during such transition. NFR has the right, even after the termination of this Agreement, to bill and be paid for any NGDC adjustments which relate to service provided under this Agreement, provided however that in the absence of culpable conduct by the customer, NFR shall not make upward adjustments to bills rendered more than 24 months from the time of adjustment, unless applicable provisions of Pennsylvania law permit such adjustment. Your historical billing data is available on request. NFR reserves the right to have the NGDC provide bills to you as NFR's agent. Any such bills rendered by the NGDC shall be upon the same terms and conditions as those in this Agreement, unless inconsistent with the billing provisions of the NGDC's effective tariff, in which case the tariff billing provisions shall control. If your bill is rendered by the NGDC, your payment is due upon the date provided in the NGDC bill. In addition, the NGDC shall have the right to terminate your gas service for non-payment of NFR charges billed by the NGDC. You must allow appropriate NGDC personnel to enter your premises to inspect natural gas distribution facilities and related equipment.

**9. Taxes:** The Fixed Price, Guaranteed Savings Price, Variable Price or Converted Fixed Price does not include any federal, state, county, Indian or local taxes, fees, assessments, or surcharges, etc. by whatever name and whether now in effect or later enacted or otherwise made applicable, including but not limited to gross receipts, sales, tariff surcharges, use or consumption taxes which now apply, are later enacted or otherwise become applicable (collectively "Taxes"). If NFR collects and/or pays such Taxes with respect to the sale or transportation of gas to you, you agree to reimburse NFR the full amount of such Taxes. If you claim exemption from any such Taxes, you must provide NFR a proper exemption certificate. Unless specifically provided for in your exemption certificate, such exemption shall not apply to any current or later enacted and imposed state or federal assessments, fees or surcharges. NFR reserves the right to amend your price if additional Taxes are imposed or otherwise become applicable.

**10. Force Majeure:** If either party is unable to perform its obligations under this Disclosure Statement due to force majeure, performance of such obligations shall be suspended until the force majeure is corrected. The party claiming such inability shall give written notice thereof to the other party as soon as practicable after the occurrence of the force majeure. Force majeure shall mean acts of God, strikes, lightning, fires, floods, explosions, storms or storm warnings, breakage and failure or freezing of pipelines, failure of gas supply, failure or curtailment of firm transportation, regulatory or statutory changes, any act of terror and any other non-financial cause of a similar nature not within the control of the party claiming force majeure. Force majeure will not affect your obligation to pay for natural gas that has been delivered to the Delivery Point on your behalf.

**11. Friendship Advantage Program Terms & Conditions:** NFR's Friendship Advantage Program ("Friendship Advantage") is a referral program that benefits NFR's current customers ("Customer") with referral rewards. Friendship Advantage will reward loyal customers for referring and successfully enrolling a friend or family member ("Friend") with NFR. Any Customer in good standing may make a referral. Any residential customer within the NGDC's Pennsylvania or New York service territory is eligible. Any Customer or Friend participating in Friendship Advantage agrees to be bound as follows. Customer may refer up to 29 Friends per calendar year (limit \$580 in referral rewards per calendar year). Customer may refer each Friend only once. NFR will provide only one (1) referral reward per enrollment. Friendship Advantage cannot be combined with any other promotional offer and is non-transferable. For each successful referral NFR will reward Customer \$20 and Friend \$20 by issuing a credit to the respective account or by issuing a check. Rewards will be issued within 4 billing periods. The Friend must be enrolled and active with NFR under a standard 12-month Agreement. The Customer and Friend accounts must be current and meet all applicable NFR credit standards. NFR may, in its sole discretion amend the terms and conditions of Friendship Advantage at any time without notice. The invalidity of any of the terms and conditions of Friendship Advantage shall not affect the remaining terms and conditions of this Disclosure Statement. Neither NFR nor its shareholders, affiliated companies, directors, officers and/or employees shall be liable for any direct, indirect, special, consequential, incidental, exemplary, punitive or other damages of any kind due to any cause, without regard to whether such damages arise in contract, in tort or otherwise that result from, arise out of or are in connection with this program. The sole remedy available to Customers in the program is to cease participation.

**12. Language Required by Pennsylvania Law.** The Pennsylvania Code requires NFR to include the following language in this Disclosure Statement: (a) Commodity charges is defined as the charges for basic gas supply service which is sold either by volume (ccf or Mcf) or heating value (dekatherms), (b) Commodity prices and charges are set by the natural gas supplier you have chosen, (c) The Public Utility Commission regulates distribution prices and services, (d) information about shopping for a gas supplier is available at [www.PaGasSwitch.com](http://www.PaGasSwitch.com) or other successor media platform as determined by the Commission, by calling the Commission's telephone number at 1-800-692-7380, and at [www.oca.state.pa.us](http://www.oca.state.pa.us) and (e) If you have a fixed duration contract approaching the expiration date, or whenever we propose to change the terms of service, you will receive two separate written notifications, the first approximately 60-75 days in advance and the second 45 days in advance of either the expiration date or the effective date of the proposed changes. These notification will explain your options going forward.

**13. Notice of Expiration or Change in Terms.** Any advance written notice of the expiration date of this Agreement or of any change of terms of service contained in this Agreement, as described in section 12, may also serve as an amendment to this Agreement if you affirmatively reselect NFR for natural gas service after the expiration of the term of this Agreement.

**14. Entire Agreement, Modification, Law and Dispute Resolution:** This is the complete Agreement between the parties. NFR reserves the right to modify your pricing to reflect increases, on a pass through basis, in NGDC imposed charges on NFR under the NGDC tariff (a "Regulatory Modification") and you agree to pay such amounts when included in your bill. Upon notice of such Price Change, you may cancel the Disclosure Statement within 15 days, or as otherwise provided by the Disclosure Statement. This Disclosure Statement shall be governed by and construed in accordance with laws of the Commonwealth of Pennsylvania. NFR cannot suspend your gas service. If NFR bills you for service, and terminates this Disclosure Statement for non-payment, you will be returned to the NGDC as provided under this Disclosure Statement, and you will continue to receive uninterrupted gas service from the NGDC. NFR reserves the right to assign this Agreement, but any assignment of this Agreement by NFR shall only occur after thirty (30) days' notice prior to any meter reading. Should you have any questions or require additional information regarding this Disclosure Statement, you may contact NFR at (716) 630-6778. If you are not satisfied after discussing the terms of service contained in this Disclosure Statement with NFR, you may contact the Pennsylvania Public Utility Commission ("PUC"), at 1-800-692-7380 (Toll Free) or PO Box 3265, Harrisburg, PA 17120. The parties shall use their best efforts to resolve any claim or dispute regarding the Agreement through good faith negotiations. All legal issues, including a default for non-payment shall be resolved in the local minor court or such other court if the amount is beyond the jurisdictional limit of the minor court.

**PLEASE RETAIN FOR YOUR RECORDS**