

National Fuel Resources, Inc. (“NFR”)
 165 Lawrence Bell Drive, Suite 120
 Williamsville, NY 14221
 Phone: 1-800-839-9993 Website: www.nfrinc.com
 Natural Gas — Small Business Program

Customer Disclosure Statement – Guaranteed Savings Program

This Customer Disclosure Statement together with the Small Business Program Terms and Conditions are collectively the “Agreement.” Any capitalized terms used but not defined in this Customer Disclosure Statement have the meaning set forth in the Small Business Program Terms and Conditions

Price	Your variable price will be a monthly variable price per unit which shall be at least \$0.005 per Ccf (or \$0.05 per Mcf) lower than the applicable “monthly gas supply charge” including the “merchant function charge” of the Utility as set forth in its tariff plus applicable Taxes and utility transportation charges and other charges and fees as set forth in the Small Business Program Terms and Conditions.
Fixed or Variable Price and, if variable, how price is determined	Variable price as set forth above.
Length of Agreement and end date	The Agreement is effective with your first complete billing cycle and will continue for twelve billing cycles.
Process you may use to rescind the Agreement without penalty	You may cancel this Agreement by giving written notice to NFR before midnight of the third business day after the day on which you received this Agreement. Your written notice may be given to NFR by (1) US Mail postmarked no later than the third business day after the day on which you received this Agreement, (2) hand delivery to NFR at the address indicated in the Agreement or (3) e-mail to CustomerService@nfrinc.com received no later than midnight of the third business day after the day on which you received this Agreement.
Amount of Cancellation Fee and method of calculation	\$0, if you are receiving a variable price.
Amount of Late Payment Fee and method of calculation	\$20 per month plus 1.5% interest per month. If you fail to pay your invoice within fifteen (15) days, you will be charged \$20 per month plus interest at a rate of 1.5% per month from the date that such payment was due.
Provisions for renewal of the Agreement	The Agreement automatically renews for successive monthly periods after the initial term ends, unless either you or NFR gives the other party 30 days notice of the intention to terminate the Agreement. If the Agreement automatically renews, your price will be NFR’s variable price in effect at the time the initial term ends plus applicable Taxes and utility transportation charges and other charges and fees as set forth in the Small Business Program Terms and Conditions. You may cancel the Agreement at any time before midnight of the third business day after the day on which you receive the first billing statement under the Agreement as renewed.
Conditions under which savings are guaranteed.	For 12 billing cycles as set forth in Price box above.

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Variable Price

Price	Your VARIABLE PRICE is determined by monthly NYMEX (last day settle) plus \$0.1300 per Ccf (equivalent to \$1.300 per Mcf), plus applicable taxes and utility transportation and other charges and fees.
Fixed or Variable Price and, if variable, how price is determined	Your VARIABLE PRICE is set forth above. You also have the option to lock in a FIXED PRICE for the term of your Agreement. If you elect to do so, you will pay a fixed price per Dth or Mcf as agreed upon at the time you lock-in your fixed price.
Length of Agreement	The term stated in the Agreement is 12 months.
Process you may use to rescind your Agreement without penalty	You may cancel this Agreement at any time before midnight of the third business day after the day on which you received this Agreement by giving notice to NFR within such time period by mail or hand delivery to NFR at the address indicated on your Agreement or by e-mail to CustomerService@nfrinc.com
Amount of Cancellation Fee for early termination and method of calculation	You may terminate your Agreement without penalty by giving thirty (30) days written notice during any period in which you are receiving a Variable Price. You will be liable for all gas delivered to your account as well as all damages incurred by NFR in connection with early cancellation and any positions taken by NFR in the natural gas futures market with respect to any undelivered natural gas that was to be purchased at a Fixed Price for you.
Amount of Late Payment Fee for non-payment and method of calculation	\$20 per month plus 1.5% interest per month. If you fail to pay your invoice within fifteen (15) days, you will be charged \$20 per month plus interest at a rate of 1.5% per month from the date that such payment was due.
Provisions for renewal of your Contract	The Agreement automatically renews for successive monthly periods after the initial term ends, unless either you or NFR gives the other party 30 days notice of the intention to terminate the Agreement. If the Agreement automatically renews, your price will be NFR’s variable price in effect at the time the initial term ends plus applicable Taxes and utility transportation charges and other charges and fees as set forth in the Small Business Program Terms and Conditions. You may cancel the Agreement at any time before midnight of the third business day after the day on which you receive the first billing statement under the Agreement as renewed.
Conditions under which savings are guaranteed.	Not Applicable.

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Natural Gas — Small Business Program Terms & Conditions

Customer (“Buyer”) Consent: I agree to buy my natural gas from National Fuel Resources, Inc. (“NFR”) under the terms and conditions of this Small Business Program (“Agreement”). I understand that all bills for natural gas service, excluding service calls and repairs traditionally billed by National Fuel Gas Distribution Corporation (“National Fuel” or “Utility”) will be issued to me by NFR, unless NFR advises me otherwise. I 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 at 1-800-444-3130.

1. Firm Sales: Sales under this Agreement shall be made to you without interruption. National Fuel will still be responsible for the delivery of your natural gas. The Utility will also be responsible for your meter and all meter readings. Service hereunder is subject to applicable Utility tariff provisions and policies. If NFR fails to deliver the stated quantity of gas for reasons other than force majeure, as defined below, Buyer shall be entitled to damages equal to any incremental costs Buyer incurs for its gas supplies. Except as provided herein neither party shall be liable to the other for incidental, consequential or punitive damages or lost profits.

2. Quantity: NFR will provide, and Buyer will purchase from NFR, Buyer’s full natural gas requirements for the enrolled service location(s). NFR will rely on Buyer’s historic consumption information for gas planning purposes. NFR reserves the right to provide deliveries in excess of 110% of such historic consumption volumes at the sum of the average of the daily Dominion, South Point midpoint prices during the month as published in Platts Gas Daily, plus applicable FERC approved transportation costs (incl. fuel and lost retention) for delivery from such point to the citygate of the Utility. If Buyer consumes less than 90% of the historic consumption volumes in any month, NFR reserves the right to charge, and Buyer agrees to pay a per Dth charge equal to the positive difference (if any) resulting from the price herein provided below less the sum of the average of the daily Dominion, South Point midpoint prices during the month, as published in Gas Daily less FERC-approved transportation costs (incl. fuel and loss retention) for delivery from such point to the citygate of the Utility.

3. Price: Your price for gas supplies under this Agreement will be as provided below:

12 Month Guaranteed Savings: At Least \$0.005 per Ccf Less than Utility Statement of Monthly Gas Supply Charge Tariff Rate: If you selected this option, you will be billed a monthly variable price per unit which shall be at least \$0.005 per Ccf (or \$0.05 per Mcf) lower than the applicable “monthly gas supply charge” including the “merchant function charge” of the Utility as set forth in its tariff (the “Variable Price”) effective with your first complete billing cycle and continuing through twelve billing cycles (the “Variable Price Term”). Your Variable Price may be different each month during the Variable Price Term but for any such month shall be at least \$0.005 per Ccf (or \$0.05 per Mcf) lower than the applicable “monthly gas supply charge” including the “merchant function charge” of the Utility 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 Variable Prices for each relevant month. 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 Agreement 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 10) and the Utility’s transportation charges, fees, and any other non-transportation charges normally applicable to Utility customers now in effect or later added to the Utility’s tariff (collectively, the “Utility 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 Utility 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 \$4.30 per Ccf (equivalent to \$ 4.130 per Mcf) (“Fixed Price”) effective with your first complete billing cycle. In addition to being billed your Fixed Price, you will be billed for the Utility Charges and applicable Taxes (as defined in Section 10). These charges will appear separately on your bill. After any Fixed Price Term (as defined in Section 4), your Fixed Price will automatically convert to the then applicable variable price, plus applicable Utility Charges and Taxes, until the parties agree to new fixed price terms.

Variable Price with the Option to Lock in a Fixed Price: If you selected this option, effective with your first complete billing cycle, 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 Mcf) plus \$0.1300 per Ccf (equivalent to \$1.300 per Mcf) (“Variable Price”). However, at any time during the term of your Agreement, you may lock-in your natural gas commodity at a fixed price and you will then be billed such fixed price for your gas supply after such election. In addition to being billed either the Variable Price or a fixed price, you will be billed for the Utility Charges and applicable Taxes. These charges will appear separately on your bill.

4. Term & Start Date: This Agreement will be effective with your next eligible meter reading and will continue for 12 months (“Initial Term”) and will continue month-to-month thereafter unless either party gives written notice of termination to the other at least thirty (30) days prior to the expiration of any Initial Term. After the Initial Term, the month-to-month price will automatically convert to the then applicable variable price, plus applicable Utility transportation charges, Taxes, fees, and any other non-transportation charges now in effect or later added to the Utility’s tariff, until the parties agree to new Fixed Price terms. If during the Initial Term or any month-to-month period in which you are receiving a variable price you elect to lock in a Fixed Price for a specified period of time (a “Fixed Price Term”), the Fixed Price will apply only for such Fixed Price Term, and will then automatically revert back to the then applicable variable price at the end of such Fixed Price Term.

5. Right of Rescission. You may cancel this Agreement at any time before midnight of the third business day after the day on which you sign the Customer Enrollment Form (“Rescission Deadline”). You must give written notice to NFR of your desire to cancel, at P.O. Box 9072 Williamsville, New York 14221 by i) U.S. Mail postmarked not later than the Rescission Deadline, or ii) delivery by hand or other personal delivery means, delivered not later than the Rescission Deadline, or by iii) email to CustomerService@nfrinc.com received by NFR no later than the Rescission Deadline. No fee or penalty will be imposed for exercising your right to cancel this Agreement as provided in this provision.

6. Enrollment Eligibility: This Small Business Program is available to creditworthy commercial customers of the Utility. NFR reserves the right to limit the number of customers enrolled.

7. Transportation and Agency: You elect NFR as agent to arrange transportation of gas to you on the Utility 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 all of Buyer's account(s) information, including service applications, historical consumption, payment and credit information from the Utility. You may rescind such authorization for the release of this information at any time. As between Buyer and NFR, title, and control of the gas shall pass from NFR to Buyer at the citygate of the Utility.

8. Billing and Payment: Upon receipt of meter readings (and estimated readings) from National Fuel, NFR will bill you each month for gas supplies, Utility transportation charges and applicable Taxes. The charges other than your Variable Price or Fixed Price will appear separately on your Bill from NFR. You agree to pay NFR's invoice within fifteen (15) days after the invoice date. Buyer agrees to pay interest at one and one-half percent per month from the date the payment is due together with a late payment fee of twenty (\$20) dollars for each billing period Buyer fails to make payment by the payment due date. Buyer will also agree to pay any and all reasonable attorney fees, court costs, or other expenses which NFR incurs in collecting overdue payments. A fee of thirty-five (\$35) dollars will be charged for any returned checks. If Buyer defaults on any of Buyer's obligations under this Agreement, NFR may, in addition to other legal remedies, suspend deliveries or terminate this Agreement. NFR will provide notification at least fifteen (15) days before discontinuation of supply service to allow Buyer the opportunity to pay the overdue bill or request service from another provider. If Buyer files for protection under Bankruptcy or similar laws, or if NFR learns of circumstances which NFR believes may render Buyer unable to make payment when due (which may include but not be limited to any credit insurance cancellation, any public expectation that Buyer (or Buyer's parent) may not be able to meet ongoing obligations, or any other public financial information associated with the insecurity of Buyer (or Buyer's parent), etc.), NFR may demand a security deposit to secure payment for future service and if Buyer fails to pay such security deposit, NFR may suspend deliveries or terminate this Agreement. Buyer will be entitled to a refund of any substantiated overcharges discovered within one (1) year after the billing date, if Buyer makes a claim within two (2) months of discovery. NFR has the right, at any time, even after the termination or expiration of this Agreement, to bill and be paid for any Utility adjustments for service under this Agreement. 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. Buyer may assign this Agreement to any other party with prior written consent of NFR. If the party that assumes the Agreement fails to make payment for any outstanding unpaid charges at the time of assumption, Buyer will remain jointly and severally responsible for payment of such charges together with the assignee. NFR also is entitled to bill and be paid for any substantiated undercharges discovered within one (1) year after the original billing date if the corrected billing is made within two (2) months of the discovery. Should the Agreement be terminated by either party, transfer to the Utility or to service from another supplier will occur as provided by Utility tariff and may take up to 45 days after notice, and until such transfer Buyer shall pay NFR for its gas supplies. NFR reserves the right to have the Utility provide bills to you as NFR's agent, upon notice from NFR. Any bills rendered by the Utility shall be upon the same terms and conditions as those in this Agreement unless inconsistent with the billing provisions of the Utility's effective tariff, in which case the tariff billing provisions shall control. In addition, the Utility shall have the right to terminate your service for non-payment.

9. Damages: Buyer recognizes that NFR will expend money to establish Buyer's account and that NFR anticipates certain revenues from serving Buyer under this Agreement. Therefore, if Buyer breaches this Agreement in any way, including, but not limited to, taking service from another supplier before the end of the Initial Term or any Fixed Price Term of this Agreement or failing to take gas service from NFR during the Initial Term or any Fixed Price Term, Buyer agrees to pay NFR for any and all damages which NFR incurs as a result of such breach. NFR's damages would include, but not be limited to, hedging costs and any basis differential for the remaining term of the Agreement. In addition, if Buyer moves its business during the Initial Term or any Fixed Price Term within the service territory of NFR, NFR shall sell gas to Buyer at its new location under the same terms of this Agreement, except that any Fixed Price shall be only for the amount originally agreed upon, and further, if there is a significant volume revision, NFR shall have the right to a market adjusted basis for such revised volumes.

10. Taxes: Unless Buyer's price indicates otherwise, Buyer's price does not include any federal, state, 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 import fees, gross receipts, sales, tariff surcharges, use or consumption taxes which now apply, are later enacted or otherwise become applicable (collectively "Taxes"). If NFR is required to collect and pay such Taxes on Buyer's behalf, Buyer agrees to pay NFR for the full amount of such Taxes. If Buyer claims an exemption from any such Taxes, Buyer must provide NFR with a proper exemption certificate. Unless specifically provided for in Buyer's 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 Buyer's price if additional Taxes or fees are imposed or otherwise become applicable.

11. Force Majeure: If either party is unable to perform its obligations under this Agreement due to force majeure, performance of such obligations shall be suspended until the force majeure is corrected. The party claiming force majeure shall give written notice to the other party as soon as practicable after occurrence of the force majeure. Force majeure means acts of God, strikes, lightning, fires, floods, explosions, storms or storm warnings, breakage or failure of pipelines or machinery associated with pipelines, freezing of wells or pipelines; injunction or judicial restraints; failure of gas supply, failure or curtailment of firm transportation, and any other non-financial cause of a similar nature not within the control of the party claiming force majeure. Force majeure shall not excuse Buyer from damages related to Fixed Price positions and any other amounts due and owing to NFR for gas that has been delivered to Buyer.

12. Entire Agreement, Law and Dispute Resolution: These terms and conditions represent the complete Agreement between the parties and can only be amended in writing signed by both parties. However, NFR may modify any terms that do not affect Buyer's price, payment terms or the length of this Agreement at any time by notifying Buyer of the change. In addition, NFR may modify this Agreement at any time if changes to the tariffs, rules, regulations, or laws adversely affect NFR's ability to economically operate the Small Business Program under which this Agreement was provided. NFR reserves the right to modify your pricing to reflect increases, on a pass through basis, in Utility imposed charges on NFR under the Utility tariff and you agree to pay such amounts when included in your bill. If any change affects Buyer's price, payment terms or the term of this Agreement, NFR will give Buyer written notice at least thirty (30) days before the change is effective. The services provided by the Utility will continue to be protected by the New York State Public Service Commission's Nonresidential Rules. Should Buyer have any questions or require additional information regarding this Agreement, Buyer can contact NFR at (716) 630-6778. Buyer may also request information from the New York State Public Service Commission at 1-800-342-3377 (Toll Free) or New York State Public Service Commission, Consumer Services Division, 3 Empire State Plaza, Albany, NY 12223. In addition, the New York State Department of Public Service's toll-free retail access number for inquiries and information regarding Energy Service Companies and the competitive retail energy market is 1-888-697-7728. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Agreement will be deemed to have been executed in Erie County, New York and any litigation which may arise under this Agreement shall be commenced in a court of proper jurisdiction sitting in Erie County, New York.