

..DID: 500
..TXT: PSC NO: 88 GAS LEAF: 39
COMPANY: NEW YORK STATE ELECTRIC & GAS CORPORATION REVISION: 0
INITIAL EFFECTIVE DATE: 03/07/97 SUPERSEDING REVISION:
STAMPS:
Cancelled by 1 Rev. Leaf No. 39 Effective 12/10/1998
RECEIVED: 12/23/96 STATUS: Cancelled EFFECTIVE: 03/07/97

GENERAL INFORMATION

17. SERVICE CLASSIFICATION NO. 10 AGENCY AGREEMENT FOR GAS POOLING SERVICES: (CONT'D)

or at such other address as either party shall designate by written notice as provided herein. Routine communications, including monthly statements and bills, shall be considered as duly delivered when mailed by either registered, certified, or ordinary mail. Notwithstanding any other provision hereof, any notice changing the address of a party, for purposes of this Agreement shall be considered duly delivered when received by the addressee.

8. No presumption shall operate in favor of Customer or against NYSEG as a result of drafting this Agreement.

9. The interpretation, construction, and performance of this Agreement shall be in accordance with the laws of the State of New York, without recourse to the law regarding the conflicts of law, and the parties to this Agreement hereby submit and consent to the jurisdiction of the courts of the State of New York (including, without limitation, the federal courts located within the State of New York) in any action brought to enforce (or otherwise relating to) this Agreement.

10. This Agreement shall commence on the date of execution hereof and shall continue in full force and effect for a term of _____, provided, however, that should Customer, after the expiration of the term of this Agreement, submit a nomination in accordance with the tariff referred to in paragraph 5, then this Agreement shall be deemed to be effective and in full force and effect for the period covered by such nomination.

11. Agent shall not be liable for any error in judgment or any mistake of law or fact or any act done in good faith in the exercise of the powers and authority herein conferred or for any loss, damage, delay or failure to perform in whole or in part resulting from causes beyond Agent's control, including, but not limited to, fires, strikes, insurrections, riots, embargoes, shortages in supplies, delays in transportation, or requirements of any governmental authority. Furthermore, in no event shall Agent be liable for consequential, incidental, indirect or special damages.

Issued By: Michael I. German, Senior Vice President, Binghamton, New York
(Name of Officer, Title, Address)