

..DID: 527
 ..TXT: PSC NO: 88 GAS LEAF: 25
 COMPANY: NEW YORK STATE ELECTRIC & GAS CORPORATION REVISION: 0
 INITIAL EFFECTIVE DATE: 03/07/97 SUPERSEDING REVISION:
 STAMPS:
 RECEIVED: 12/23/96 STATUS: Effective EFFECTIVE: 03/07/97

GENERAL INFORMATION

14. SERVICE CLASSIFICATION NO. 8 UPSTREAM CAPACITY ASSIGNMENT APPLICATION FORM: (CONT'D)

3. At the conclusion of the assignment month, Assignor shall invoice First Assignee for the total charges, demand and commodity, associated with the assignment including any imbalance, cash out, scheduling penalty, ACA, take-or-pay charges, or any other charges associated with First Assignee's use of the capacity. First Assignee will pay Assignor on or before the due date shown on the bill to avoid a late payment charge of one and one-half percent (1 1/2%) per month.
4. First Assignee shall be responsible for paying all prices, charges, penalties, and fees which may accrue in connection with the assignment of services contracted for by, or on behalf of, First Assignee, or any subsequent assignees.
5. First Assignee, and/or any subsequent assignees or their principals, shall be responsible for correction of all imbalances incurred as a result of any assignment of service.
6. First Assignee, or its agent, warrants that it, and/or any subsequent assignees or their principals, will have good title to all gas delivered to Assignor hereunder, free and clear of all liens, encumbrances, and claims whatsoever, and that it will indemnify Assignor and hold Assignor harmless against any loss or cost incurred by Assignor on account of such liens, encumbrances, and claims.
7. No waiver by any party of any one (1) or more defaults by the other in the performance of any provisions 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.
8. Except as herein otherwise provided, any notice, request, demand, statement or bill provided for in this agreement, or any notice which either party may desire to give the other, shall be in writing and shall be considered as duly delivered when mailed by registered or certified mail to the Post Office address of the parties as the case may be, as follows:

Assignor: Manager of Gas Transportation and Billing

New York State Electric & Gas Corporation

4500 Vestal Parkway East

P.O. Box 3607

Binghamton, New York 13902-3607

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