

..DID: 515
 ..TXT: PSC NO: 88 GAS LEAF: 27
 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)

- d. Authorization for the release of credit information.
- e. Confirmation in writing that the First Assignee is not subject to any pending lawsuits, judgments or regulatory proceedings in state or federal courts which could cause a deterioration of its financial condition or ability to discharge its financial obligations.
- f. Publicly traded companies will provide filings with regulatory agencies including 10-K and 10-Q reports covering the last fiscal year.
- g. Closely held corporations will provide financial statements and tax returns of the owners or partners covering the last fiscal year.

Assignor shall be entitled to request First Assignee to provide a deposit or a letter of credit, at Assignor's option, in an amount equal to three (3) months of estimated bills, whenever First Assignee is in bankruptcy or reorganization, has a poor credit history as established by a reliable credit reporting agency, or has so few assets as to make enforcement of any judgment against such person doubtful;

1. As to the parties hereto, each party shall be deemed to be in control and possession of the gas deliverable hereunder until it shall have been delivered to the other party at the Point of Receipt or Delivery, after which the other party shall be deemed to be in control and possession thereof. Neither party shall have any responsibility on account of anything which may be done, happen, or arise with respect to gas deliverable hereunder to it by the other party until such delivery to it shall have been made. Neither party shall have any responsibility on account of anything which may be done, happen, or arise with respect to any gas deliverable by it hereunder to the other party after such delivery shall have been made.

This agreement will become effective as of _____, and will continue in effect for a primary term of _____ and month-to-month thereafter until terminated by either party upon thirty (30) days' written notice to the other.

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