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COMPANY: NEW YORK STATE ELECTRIC & GAS CORPORATION REVISION: 0
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STAMPS:
Cancelled by 1 Rev. Leaf No. 16 Effective 01/01/1998
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GENERAL INFORMATION

5. CONDITIONS OF GAS SERVICE: (CONT'D)

H. Unbundling of Upstream Capacity (Cont'd)

Customers migrating from residential or non-residential sales into an aggregated pool under Service Classification Nos. 13 and 14 of this Schedule shall also be given an assignment of upstream capacity. Such assignment shall be equal to the daily average of the Customer's maximum monthly use, as determined by the Company. Should a customer return to firm sales status in any future period, the Company will recall the Customer's assigned capacity. The cost of assigned capacity shall be the Company's weighted average capacity cost as described above.

6. FORCE MAJEURE

Neither of the parties hereto shall be liable in damages to the other for any act, omission or circumstance occasioned by or in consequence of any acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, and any other cause, whether of the kind herein enumerated or otherwise, not reasonably within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. Failure to prevent or settle any strike or strikes shall not be considered to be a matter within the control of the party claiming suspension.

Such causes or contingencies affecting the performance hereunder by the Company or the Customer, however, shall not relieve either party of liability in the event of its concurring negligence or in the event of its failure to use due diligence to remedy the situation and to remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting such performance relieve Customer from its obligations to make payments of amounts then due hereunder.

7. TRANSFER OF GAS:

Customers, including Commercial and Industrial, eligible for gas transfer within the supplier system are required to pay for the installation of new main extensions and/or new service laterals if not in existence at the new location.

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