

..DID: 2037  
..TXT: PSC NO: 8 GAS LEAF: 135  
COMPANY: NATIONAL FUEL GAS DISTRIBUTION CORPORATION REVISION: 0  
INITIAL EFFECTIVE DATE: 04/01/98 SUPERSEDING REVISION:  
STAMPS:  
Cancelled by 1 Rev. Leaf No. 135 Effective 06/01/1999  
RECEIVED: 01/05/98 STATUS: Cancelled EFFECTIVE: 04/01/98

## GENERAL INFORMATION (Cont'd)

## II. 32. CONTINUED

## L. Entire Contract:

This agreement and express incorporation sets forth the entire contract between the parties concerning the subject hereof, and supersedes all prior and contemporaneous written or oral negotiations and agreements between them concerning the subject hereof.

## M. Modification of Agreement:

Any amendment to this Agreement may be made in the sole discretion of Company so long as such changes are not inconsistent with the applicable tariff(s) and any modification of this Agreement must be in writing and signed by both parties.

## N. Interpretation of Agreement:

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 (other otherwise relating to) this Agreement.

## O. Drafting Presumptions:

No presumption shall operate in favor of Supplier or against Company as a result of drafting this Agreement.

## P. Waiver:

No waiver by any party of any one or more defaults by the other in 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 different character.

## Q. Assignment:

Supplier shall not assign this Agreement, or any of its rights, duties or obligations hereunder without the prior written consent of the Company.

## R. Severability:

If any provision of this Agreement is determined to be invalid or unenforceable or contrary to Commission rules or law, the provision shall be deemed to be void as of the date of this Agreement and shall not be part of this Agreement and shall otherwise be severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement. If any provision of this Agreement does not comply with any law, ordinance or regulation of any governmental or quasi-governmental authority, now existing or hereinafter enacted, such provision shall to the extent possible be interpreted in such a manner so as to comply with such law, ordinance or regulation, or if such interpretation is not possible, it shall be deemed amended to satisfy the requirements thereof.

## S. Service under this Agreement is in accordance with SC 19, as amended from time to time. If there is any inconsistency between this Agreement and SC 19, either as presently in effect or as amended, then the provisions of SC 19 shall apply.

Issued by P.C. Ackerman, President, 10 Lafayette Square, Buffalo NY 14203  
(Name of Officer, Title, Address)