

..DID: 2032
..TXT: PSC NO: 8 GAS LEAF: 129
COMPANY: NATIONAL FUEL GAS DISTRIBUTION CORPORATION REVISION: 0
INITIAL EFFECTIVE DATE: 04/01/98 SUPERSEDING REVISION:
STAMPS:
RECEIVED: 01/05/98 STATUS: Effective EFFECTIVE: 04/01/98

GENERAL INFORMATION (Cont*d)

II. 29. CONTINUED

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 (or otherwise relating to) this Agreement.

O. Drafting Presumptions:

No presumption shall operate in favor of Aggregator 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:

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

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, of if such interpretation is not possible. It shall be deemed amended to satisfy the requirements thereof.

IN WITNESS WHEREOF, the parties, intending to be legally bound have caused this Agreement to be signed by their duly authorized officers as of the day and year first above written.

WITNESS

NATIONAL FUEL GAS DISTRIBUTION CORPORATION

By: _____

Title: _____

WITNESS

[NAME OF AGGREGATOR]: _____

By: _____

Title: _____

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