

..DID: 502
..TXT: PSC NO: 88 GAS LEAF: 40
COMPANY: NEW YORK STATE ELECTRIC & GAS CORPORATION REVISION: 0
INITIAL EFFECTIVE DATE: 03/07/97 SUPERSEDING REVISION:
STAMPS:
Cancelled by 1 Rev. Leaf No. 40 Effective 12/10/1998
RECEIVED: 12/23/96 STATUS: Cancelled EFFECTIVE: 03/07/97

GENERAL INFORMATION

17. SERVICE CLASSIFICATION NO. 10 AGENCY AGREEMENT FOR GAS POOLING SERVICES: (CONT'D)

12. Customer shall indemnify, hold harmless and, at Agent's option, defend Agent from and against any and all losses, claims, demands, damages, costs (including, without limitations, reasonable attorneys' fees), expenses, liabilities, proceedings, suits, actions, restrictions, injunctions, fines, judgments, penalties and assessments which Agent may suffer for, on account of, by reason of or in connection with any bodily injury, including death, to any person or persons (including, without limitation, Customer's employees) or any damage to or destruction of any property, including, without limitation, loss of use thereof, arising out of, in any manner connected with or resulting from the goods, work or services furnished by Agent with respect to this Agreement. The provisions of this Paragraph 12 shall survive the termination or expiration of this Agreement.

13. This Agreement 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.

14. Except as herein provided, any modification of this Agreement must be in writing and signed by both parties.

15. The failure of either party at any time to require the performance by the other party of any provision of this Agreement shall not affect in any way the right to require such performance at any later time nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of such provision.

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

17. If any provision of this Agreement is determined to be invalid or unenforceable, the provision shall be deemed to 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.

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