PSC No: 6 Gas Leaf: 27 Corning Natural Gas Corporation Revision 1 Initial Effective Date: 09/01/2008 Superseding Revision: 0 FORM OF SERVICE AGREEMENT (FOR SERVICE UNDER SERVICE AGREEMENT NO. 2) This agreement is made as of the day of 20 by and between Corning Natural Gas Corporation, a New York corporation (hereinafter referred to as "Seller"), and (hereinafter referred to as "Buyer"). In consideration of the promises and of the mutual covenants and agreements included herein, the parties do covenant and agree as follows: 1. Gas to be Sold and Purchased: Seller agrees to deliver each Contract Year such quantities of natural gas as are requested by Buyer up to the Maximum Annual Volumes of Mcf and Buyer agrees to pay for such quantities, under and subject to the terms and conditions hereinafter recited and referred to. Seller shall be obligated to deliver and Buyer shall be entitled to receive the above Maximum Annual Volume commencing with the Contract Year beginning \_\_\_\_.

## 2. Delivery Point:

The point of delivery shall be a connection between facilities of Seller and facilities of Buyer at Seller's meter station on the grounds of the Buyers old Murray Avenue Gas Plant in the Village of Bath, Steuben County, New York.

)

### 3. Applicable Rate Schedule:

Natural gas delivered hereinafter shall be paid for under Service Classification No. 6 of Seller on file with the New York Public Service Commission or any revisions thereof that may be made effective hereafter. This agreement in all respects shall be subject to the applicable provisions of such "Service Classification" and "General Information" filed with the New York Public Service Commission and which are by reference made a part hereof.

#### 4. Term:

This agreement shall become effective on \_\_\_\_\_and shall continue in effect for five years, and thereafter from year to year until cancelled by either party by twelve months' written notice to the other.

# 5. Notices:

Notices to Seller under this agreement shall be addressed to it at 330 West William Street, Corning , New York, and notices to Buyer shall be addressed to it at \_\_\_\_\_\_\_. Either party may change its address specified in this section at any time, on written notice.

# 6. Cancellation of Previous Contract:

This agreement supersedes and cancels, as of the effective date hereof, the following service agreement between the parties hereto: