

PSC No: 6 Gas  
Corning Natural Gas Corporation  
Initial Effective Date: 09/01/2008

Leaf: 16  
Revision 1  
Superseding Revision: 0

Such causes or contingencies affecting the performance hereunder by either party hereto, however, shall not relieve it 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.

j. This Agreement shall be expressly contingent upon the receipts of such regulatory approvals or authorizations as may be required. Both parties agree to cooperate to obtain all required approvals or authorization.

k. Notices

All notices, invoices and other correspondence sent pursuant to this Agreement shall be addressed to the following parties:

Corning Natural Gas Corporation  
PO Box 58  
Corning, New York 14830  
Attention: Senior Vice President - Operations

l. This Agreement shall be binding upon the successors and assigns of Corning and Customer. No assignment of this Agreement shall be valid without the prior written consent of the parties hereto.

IN WITNESS WHEREOF, all parties have hereunto executed this Agreement on the

Day and year first above written.

ATTEST: \_\_\_\_\_ CORNING NATURAL GAS CORPORATION

ATTEST: \_\_\_\_\_ Customer