

PSC No:4 Gas  
Corning Natural Gas Corporation  
Initial Effective Date: 10/01/2003

Leaf: 107  
Revision: 0  
Superseding Revision:

7. S.C. No. 12 Agency Agreement for Upstream Capacity Assignment:  
(Cont'd.)
2. First Assignee agrees that it shall remain the Customer of Record and, accordingly, it shall be billed by Assignor in accordance with applicable law and filed regulations for all monies due for such assignment of services and it hereby agrees that, notwithstanding the existence of this Agency Agreement, it remains responsible to Assignor for all such service and for any and all acts performed by Agent, including any costs, fees, penalties or imbalances incurred for assignment of services on other pipeline systems.
3. This Agency Agreement may only be canceled effective on the first day of any given month and only upon ten (10) days' written notice by either First Assignee or Agent, by sending notice thereof to the other party to this agreement at the address listed above and to Corning Natural Gas Corporation, PO Box 58, Corning, NY 14830. Such notice shall be deemed made upon receipt of any such notice by Assignor. Further, this agreement shall automatically terminate upon termination of First Assignee's agreement for assignment of services from Assignor. First Assignee will be responsible for any and all service contracted for, including any additional costs or expenses, i.e., rates, charges, penalties, fees, billed to Assignor in connection with such services, prior to the ten days' written notice of cancellation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective duly authorized representatives on the day and year first above written.

\_\_\_\_\_  
First Assignee

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Agent

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_