

PSC No: 5 Gas
Corning Natural Gas Corporation
Initial Effective Date: 04/01/2008

Leaf: 106
Revision 0
Superseding Revision:

- X Forms: (Cont'd.)
9. Certificate of Compliance (cont'd)

SERVICE AGREEMENT (Cont'd)

- c. Rate

Customer agrees to pay Corning for services provided hereunder in accordance with Service Classification No. 6, P.S.C. No. 5 - Gas, the provisions of which are incorporated herein and made a part hereof by reference. The specific pricing for deliveries under this Service Classification is as follows:

(Specific pricing to be included here for each individual Service Agreement)

- d. If customer desires to procure the required gas supply from a source other than Corning, a separate transportation agreement shall be executed in accordance with the appropriate provision of P.S.C. No. 5 - Gas.
- e. Corning will render to Customer a statement of the total quantity of natural gas delivered to Customer hereunder and the charges due thereon. All bills are rendered at the "unit price" as specified in c. above plus applicable revenue taxes and that amount is due on bills paid on or before the date shown on the bill. After that date the "late amount" billed at the "late unit price", which includes a late payment charge, becomes due.
- f. Neither of the parties hereto shall be liable in damages to the other for any act, omission or circumstance occasioned by or in consequence of any acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rules and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, and any other cause whether of the kind herein enumerated or otherwise not reasonably within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. Failure to prevent or settle any strike or strikes shall not be considered to be a suspension.

Such cases 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.

Issued by Michael German, President and C.E.O., Corning, N.Y.