

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

Leaf: 101  
Revision: 0  
Superseding Revision:

6. S.C. No. 12 Upstream Capacity Assignment Application Form:(Cont'd)

- d. First Assignee shall be responsible for paying all rates, charges, penalties, and fees which may accrue in connection with the assignment of services contracted for by, or on behalf of, First Assignee, or any subsequent assignees.
- e. First Assignee, and/or any subsequent assignees or their principals, shall be responsible for correction of all imbalances incurred as a result of any assignment of service.
- f. First Assignee, or its agent, warrants that it, and/or any subsequent assignees or their principals, will have good title to all gas delivered to Assignor hereunder, free and clear of all liens, encumbrances, and claims whatsoever, and that it will indemnify Assignor and hold Assignor harmless against any loss or cost incurred by Assignor on account of such liens, encumbrances, and claims.
- g. No waiver by any party of any one or more defaults by the other in the performance of any provisions of this contract shall operate or be construed as a waiver of any other default or defaults, whether alike or of a different character.
- h. Except as herein otherwise provided, any notice, request demand, statement or bill provided for in this Contract, or any notice which either party may desire to give the other, shall be in writing and shall be considered as duly delivered when mailed by registered or certified mail to the Post Office address of the parties as the case may be, as follows:

Assignor: Corning Natural Gas Corporation  
PO Box 58  
Corning, NY 14830

Assignee: Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_  
Telephone \_\_\_\_\_  
Fax \_\_\_\_\_