

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

Leaf: 180  
Revision: 0  
Superseding Revision:

8. As between Company and Customer or Third Party Supplier and Company, Customer/Third Party Supplier warrants that it has clear title to any gas supplies delivered to the Company under this Service Classification and Customer/Third Party Supplier shall be deemed to be in exclusive control and possession of gas delivered into the Company's system. Customer/Third Party Supplier agrees to indemnify, defend and hold harmless Company from any and all claims, suits or damage actions arising out of deliveries of gas under this Service Classification.
9. The Customer shall pay 100% of any taxes, assessments or similar charges that are lawfully imposed upon the Company in providing service under this Service Classification.
10. A Customer or its agent may notify the Company in writing prior to November 1 of any contract year that it wishes to utilize its Storage Service to cure daily imbalances during the November to April period. The Company will permit a Customer to inject up to 1/180th of its contracted for storage capacity in order to eliminate daily transportation imbalances resulting from deliveries of gas to the Company in excess of Customer's daily usage. Similarly, the Company will permit a Customer to withdraw its maximum withdrawal quantity in order to eliminate daily transportation imbalances resulting from deliveries of gas to the Company that are less than the Customer's usage. Nothing in this provision shall permit a Customer to exceed its maximum withdrawal quantity. The Company will automatically adjust Customer's storage account to effect adjustments for daily imbalances during the month. The Company shall not be required to continue to provide daily balancing services out of storage to customers that have depleted their storage capacity. Moreover, nothing in this provision shall alter Customer's responsibility to withdraw all gas from storage by the last day of the contract period.
11. The Customer shall be responsible for any additional charges, including penalties, that may be incurred by the Company as a result of service provided under this service classification.