

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.

- g. 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 authorizations.
- h. 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, NY 14830  
Attention: Senior Vice President - Operations

- i. 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.