PSC NO: 12 GASLEAF: 416COMPANY: THE BROOKLYN UNION GAS COMPANYREVISION: 6INITIAL EFFECTIVE DATE: 07/01/13SUPERSEDING REVISION: 5STAMPS: Issued in compliance with order in Case 12-G-0544 dated June 13, 2013

FORM OF SERVICE AGREEMENT - Continued

2. <u>Transportation Aggregation Service</u>

(a) Seller represents and warrants that Seller qualifies for service under SC-19.
Subject to the terms and conditions of this Agreement, the Tariff, and the terms and conditions of SC-19, Seller hereby agrees to deliver, or caused to be delivered daily to Company, for Seller's account, gas in quantities as follows;

For Monthly Non-Firm Balancing

The Average Daily Delivery Quantity, as determined at least monthly by the Company. In addition, Customer shall deliver or caused to be delivered daily to Company, gas to cover system use and losses in an amount specified in the Statements of Seller Charges and Adjustments of the quantity of all gas delivered to the Company by Customer for transportation hereunder.

For Daily Non-Firm Balancing

The Seller is responsible for estimating the consumption of his Pool and for determining the quantity of gas to be delivered to his Pool throughout the day. The Seller will have access to the telemetered consumption of the Pool three times each day and pursuant to section V of the Company's GTOP manual, will be expected to make intra-day nominations to align deliveries grossed up for LAUF with the Pool's actual consumption throughout the day.

- (b) The Company agrees to receive, transport, and redeliver on a firm, interruptible or temperature-controlled basis, as determined by the nature of the transportation service received by the Customers in the Pool.
- 3. <u>Point(s) of Receipt</u>. The Point(s) of Receipt for all gas tendered by Seller to the

Company hereunder shall be the existing delivery point of

(name of pipeline) known to the Company as

(name of metering station) Issued by: Kenneth D. Daly, President, Brooklyn, New York