PSC NO: 12 GAS   LEAF: 391
COMPANY: THE BROOKLYN UNION GAS COMPANY   REVISION: 2
INITIAL EFFECTIVE DATE: 11/01/11   SUPERSEDING REVISION: 1
STAMPS: Issued in compliance with Order in C. 06-G-1185 dated 01/19/2010

FORM OF SERVICE AGREEMENT - Continued

(b)   Customer shall comply with this Agreement, the terms and conditions set forth
        under SC-18, and all applicable terms and conditions of the Tariff.
        Notwithstanding anything else herein or in the Tariff to the contrary, the
        Company shall have the absolute right, in its sole discretion, to terminate this
        Agreement immediately and the transportation services provided hereunder if
        Customer (I) violates any provision of this Agreement, the terms and conditions
        of SC-18, or the general terms and conditions of the Tariff; (ii) fails to comply
        with any term or condition of this Agreement or the general terms and conditions
        the Tariff; or (iii) makes any false or misleading representation or warranty with
        respect to this Agreement.

10.   Notice. Except as may be otherwise provided in this Agreement or the Tariff, any
notice to be given under this Agreement shall be in writing, and shall be hand delivered,
sent by prepaid certified or registered mail, return receipt requested, or by Federal
Express or similar private carrier, and shall be deemed to have been properly given and
received (a) when delivered in person to the authorized representative of the party to
whom the notice is addressed, (b) on the date received as indicated on the return receipt
when sent by prepaid certified or registered mail, to the party notified or (c) or on the
business day next following mailing, when sent by Federal Express or other private
carrier. Routine communications and monthly billing statements shall be considered as
duly delivered when mailed by registered, certified, ordinary mail, Federal Express or
other similar private carrier. All communications shall be addressed to the respective
parties as follows:

Issued by: Alan P. Foster, Senior Vice President and Controller, Brooklyn, NY