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**SERVICE CLASSIFICATION No. 19 – continued**

2. Whenever the Pool's account with the Company becomes delinquent and/or the Seller has failed to deliver gas to the Company for the Pool's account, the Company shall have the right to request and the Seller, upon such request, shall provide the Company, for its review, copies of all contracts between the Customer and third parties providing for the purchase of pipeline capacity by such. The Customer should redact all information deemed confidential, provided however, that all such contracts shall assure, in a manner satisfactory to the Company, reliable deliveries of sufficient quantities of gas for the Pool's account to meet the Pool's full hourly, daily or seasonal requirements for the term of service hereunder, unless otherwise agreed to in writing by the Company. The Company does not warrant the performance of such third parties under such contracts.

3. The Seller warrants that it will have good and marketable right and title to all gas he tenders or causes to be tendered to the Company hereunder and such gas shall be free and clear of all liens, encumbrances and claims whatsoever. The Seller shall old harmless and indemnify the Company against any adverse claim by a third party, and against any loss or cost incurred by the Company on account of any such liens, encumbrances and claims of third parties. In addition to any other rights the Company may have, in the event any adverse claim is asserted against the Company by a third party, the Company may, at its sole option, suspend the transportation of gas hereunder, until such claim is resolved to the Company's satisfaction.

4. Sellers participating in the Company's Monthly Balancing Program shall use best efforts to keep the hourly quantities delivered to the Company for the Seller's account, adjusted for system use and losses, equal to the Seller's DDQ, divided by 24.

5. All gas transported to the Company's point(s) of receipt for the Seller's account shall conform to all of the quality specifications set forth in 16NYCRR Part 229. The Company shall notify the Seller of any deficiencies in such quality specifications and may, at its option, refuse to accept delivery pending correction by the Seller.

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