

..DID: 3898

..TXT: PSC NO: 12 GAS

LEAF: 263

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 0

INITIAL EFFECTIVE DATE: 10/01/98

SUPERSEDING REVISION:

STAMPS:

Cancelled by 1 Rev. Leaf No. 263 Effective 10/01/1998

RECEIVED: 06/01/98 STATUS: Cancelled EFFECTIVE: 10/01/98

FORM OF SERVICE AGREEMENT - Continued

2. Scope of Agreement. Customer represents that it qualifies for service under Service Classification No 13. Subject to the terms, conditions and limitations thereof and of the Company's Schedule for Gas Service, as revised from time to time, and subject to the Company's determination, made in its sole discretion, that its existing delivery capacity and facilities are adequate to supply both the total estimated gas requirements of all of its customers receiving firm and interruptible sales and transportation service under its Schedule for Gas Service, the Company agrees to receive Customer's gas supplies delivered by Customer's Transporter for Customer's account, up to the Maximum Balancing Quantity of _____ dekatherms, at a daily rate not in excess of the Maximum Daily Receipt Quantity of _____ dekatherms, and to redeliver such gas pursuant to Section 7 hereof to Customer or its designee at a daily rate not in excess of the Maximum Daily Delivery Quantity of _____ dekatherms.
3. Term of Agreement. The term of service under this Agreement shall commence on _____, which in no event shall be a date later than two (2) years from the date above first written, and shall continue for a term ending on _____ and may be continued from year to year thereafter unless terminated by advance written notice of either party to the other given at least thirty (30) days prior to the applicable annual termination date. Notwithstanding any contrary provision of this Agreement or of the Company's Schedule for Gas Service, if Customer violates any provision or condition of service therein or fails to comply with the terms and conditions of this Agreement, the Company shall have the absolute right, in its sole discretion, to terminate service immediately hereunder. Upon termination hereof for any reason, the Company shall commence redelivery of all gas in the Balance Gas Inventory at rate equal to the MDDQ, or at lower rate specified by Customer or by the Company, and the terms of this Agreement shall survive for the purpose of such redelivery.
4. Point of Receipt and Delivery. The Point(s) of Receipt and Delivery for all gas delivered hereunder to the Company by Customer, or by Customer's Transporter for Customer's for Customer's account, shall be as mutually agreed upon by the parties.

Issued by: Robert J. Fani, Senior Vice President, Brooklyn, New York