

..DID: 5514

..TXT: PSC NO: 12 GAS

LEAF: 265

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 1

INITIAL EFFECTIVE DATE: 10/01/98

SUPERSEDING REVISION: 0

STAMPS: Issued in compliance - C.98-G-0824 (8/27/98) and C.95-G-0761 (9/22/98)

RECEIVED: 09/25/98 STATUS: Effective EFFECTIVE: 10/01/98

**FORM OF SERVICE AGREEMENT - Continued**

## 10. Miscellaneous.

- (a) Prior to and as a condition of the commencement and continued provision of service hereunder, Customer shall provide the Company for the Company's review copies of all contracts between Customer and third parties providing for the purchase of gas by Customer and the transportation of such gas to and from the Company's facilities for Customer's account. Unless otherwise agreed to in writing by the Company, all such contracts shall assure, in a manner satisfactory to the Company, reliable deliveries of sufficient requirements, for the term of service under this Agreement.
- (b) At the time the service agreement is signed, the Customer shall provide the Company advance payment of the first month's demand charge of \$\_\_\_\_\_ computed by multiplying the Customer's MBQ of \_\_\_\_\_ dekatherms by the currently effective Demand Charge of \$\_\_\_\_\_ per dekatherm. This payment shall be credited against the Customer's bill for the first month of the term of service under this Agreement.
- © No modification of the terms and provisions of this Agreement shall be or become effective except by the execution of written contracts.
- (d) No waiver by any party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any other default or defaults.
- (e) Any company which shall succeed by purchase, merger or consolidation to the properties, substantially or in their entirety, of the Company or of Customer, as the case may be, shall be entitled to the rights and shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Either party may, without relieving itself of its obligations under this Agreement, assign any of its rights hereunder to a company with which it is affiliated, but otherwise no assignment of this Agreement or any of the rights or obligations hereunder shall be made unless there first shall have been obtained the consent thereto in writing of the other party.

Issued by: Steven L. Zelkowitz, Sr. Vice President and General Counsel, Brooklyn, NY