

..DID: 5597

..TXT: PSC NO: 12 GAS

LEAF: 189

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

2. **Rates.** Customer shall pay the Company monthly for gas service hereunder at the rates (including the current minimum monthly commodity charges and current unit monthly commodity charges) set forth in Appendix "I", attached hereto and made a part hereof (Appendix I).
3. **Daily Gas Consumption.** Customer represents and warrants that its anticipated normal daily gas use for the Premises is two hundred (200) dekatherms (dth).
4. **Delivery Point.** The Company shall deliver gas purchased and sold hereunder to

_____.
_____.
5. **Additional Terms and Conditions.** Appendix I includes pricing, payment terms, terms of interruption, security requirements, and other provisions specific to the Company's provision of gas service to Customer under SC-5A.
6. **Term.** This Agreement shall become effective as of the date first above written and remain in full force and effect until _____, _____, unless earlier terminated as provided under SC-5A, the Tariff, by law, or Commission rule or regulation.
7. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns, and may not be assigned by either party without the other's prior written consent.
8. **Notices.** Except as other wise provided herein, any written notices required hereunder shall be delivered personally or sent via certified mail, postage prepaid, or by Federal Express or a similar private carrier:

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