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COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 1
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**FORM OF SERVICE AGREEMENT FOR
AGGREGATED COMPREHENSIVE TRANSPORTATION
AND BALANCING SERVICE
(Service Classification No. 16)**

THIS AGREEMENT entered into this ___ day of _____, _____, by and between
The Brooklyn Union Gas Company, a New York Corporation (Company) and
_____, a corporation, partnership, individual (Customer).

WITNESSETH:

WHEREAS, the Company's Schedule for Gas Service (Tariff) contains a Service Classification No. 16 (SC-16) pursuant to which the Company offers a transportation and balancing service to qualifying customers (CTB Service);

WHEREAS, Customer has requested Company provide Customer CTB Service; and

WHEREAS, Company is willing to provide such service to Customer subject to the terms and conditions herein.

NOW, THEREFORE, Company and Customer agree as follows:

1. Definitions. For the purposes of this Agreement, the following terms shall have the meanings set forth below:

(a) "Average Daily Delivery Quantity" means the total quantity of gas Customer is required by the Company to deliver each day to the Company. Such quantity shall be determined at least monthly by the Company, and is subject to the limitations, restrictions, and other provisions contained in this Agreement and the Tariff.

(b) "Daily Delivery Quantity" means the quantity of gas delivered by Customer to the Company (or for Company's account) hereunder on any day which is in excess of the quantity of gas transported and delivered by the Company to Customer hereunder on such day. Such quantity shall be adjusted for fuel allowances.

(c) "Daily Redelivery Quantity" means the quantity of gas transported and delivered by the Company to Customer hereunder on any day which is in excess of the quantity of gas delivered by Customer to the Company (or for the Company's account) hereunder on such day. Such quantity shall be adjusted for fuel allowances.

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