..DID: 7262 ..TXT: PSC NO: 1 GAS LEAF: 160 COMPANY: MARKETSPAN GAS CORPORATION DBA BROOKLYN UNION REVISION: 1 INITIAL EFFECTIVE DATE: 04/01/99 SUPERSEDING REVISION: 0 STAMPS: Cancelled by 2 Rev. Leaf No. 160 Effective 04/01/1999 RECEIVED: 02/01/99 STATUS: Cancelled EFFECTIVE: 04/01/99

SERVICE CLASSIFICATION NO. 8 Seller Service (continued)

The following rates and charges are applicable to all customers and/or Sellers:

Receipt and Delivery of Gas:

The Seller must deliver or cause to be delivered at the City Gate the customer's DDQ or, in the case of more than one customer, the ADDQ for each day of the month. The Company will deliver to each individual Customer the customer's gas requirements for each day of the month and will provide daily swing and balancing services to the extent such requirements differ from each customer's DDQ.

By the first business day following the 14th of each month, the Seller shall provide to the Company notice of the natural gas scheduled for delivery at the City Gate by interstate pipeline for each day of the succeeding month. The scheduled nomination for each Customer must equal the Customer's DDQ. The scheduled nomination for Sellers with more than one Customer must equal the customers' ADDQ.

The Company is not obligated to accept any volumes that have been nominated by the Seller to the extent that such nomination exceeds a customer's DDQ or customers' ADDQ.

Customer Aggregation Notification and Nomination Procedures:

By the first day of each month, for service commencing by the first day of the succeeding calendar month, Seller must notify the Company of any Customer that is added or is deleted from seller's aggregated group. Failure to provide the Company with such notification will constitute Seller's representation that the Customers within seller's aggregated group have not changed. Seller is also obligated to place on file with the Company a copy of customer's written request to be included in seller's aggregated group for the effective time period.

Standby Gas Service:

The Company will provide a back-up to the gas supply of any Customer subscribing to Standby Gas Service. Customers that are Human Needs Customers electing transportation service under this service classification are required to subscribe to Standby Gas Service for the duration of their Firm Transportation Service Agreement. Human Needs Customers are customers who or which cannot be without sufficient energy backup and will need to call upon the local utility company in the event all of his or its alternative energy options fail. Examples of such customers would include, but are not limited to, schools, hospitals, dwellings where gas is used for heating, cooking and comparable residential requirements, and facilities providing essential public services.

Standby Gas Service will be offered to Non-Human Needs Customers to the extent the Company has excess capacity and gas supply available. The Company will not be obligated to provide gas to any Customer who does not subscribe to this service on any day when gas is not delivered to the Company for transportation by the Company to the Customer's facilities.

The Company will provide Standby Gas Service for a maximum of forty-five (45) consecutive days during the term of Customer's CTS Service Agreement. If deliveries of gas to the Company for transportation to Customer's facilities do not recommence within forty-five (45) days after initial interruption, any such Customer will become a firm gas sales customer of the Company and may be required to remain as such for at least one year.

Issued by Robert J. Fani, Senior Vice President, Hicksville, NY