

..DID: 8631
..TXT: PSC NO: 1 GAS LEAF: 201
COMPANY: MARKETSPAN GAS CORPORATION DBA BROOKLYN UNION REVISION: 0
INITIAL EFFECTIVE DATE: 05/18/99 SUPERSEDING REVISION:
STAMPS: Issued in compliance with Commission Order in C.98-G-0122 dated 3/16/9
CANCELLED effective 06/29/99
RECEIVED: 05/17/99 STATUS: Cancelled EFFECTIVE: 07/01/99
RECEIVED: STATUS: EFFECTIVE:

FORM OF SERVICE AGREEMENT - Continued

7. Rates and Charges for Service.

(a) Each month (or other period, if so indicated in the Tariff), Customer shall pay the Company, for all service provided hereunder, all applicable rates, charges, surcharges, fees, penalties and the like set forth under SC-14, Rate Schedule 1 and the general terms and conditions of the Tariff.

(b) The Company may seek authorization from the Commission for changes to any rate(s) and terms and conditions set forth herein, under SC-14, or the Tariff, as may be deemed necessary by the Company to assure just and reasonable rates and charges.

8. Term of Agreement.

(a) This Agreement shall be effective for a term of five (5) years, commencing as of the date first above written. The Company's obligation to provide service hereunder, and Customer's obligation to pay the charges referenced in paragraph 8 hereof shall commence on _____, _____.

(b) Customer shall comply with this Agreement, the terms and conditions set forth under SC-14, and all applicable terms and conditions of the Tariff. Notwithstanding anything else herein or in the Tariff to the contrary, the Company shall have the absolute right, in its sole discretion, to terminate this Agreement immediately and the transportation service provided hereunder if Customer (i) violates any provision of this Agreement, the terms and conditions of SC-14, or the general terms and conditions of the Tariff; (ii) fails to comply with any term or condition of this Agreement or the general terms and conditions the Tariff; or (iii) makes any false or misleading representation or warranty with respect to this Agreement.

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