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LEAF: 252

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 0

INITIAL EFFECTIVE DATE: 10/01/98

SUPERSEDING REVISION:

STAMPS:

Cancelled by 1 Rev. Leaf No. 252 Effective 10/01/1998

RECEIVED: 06/01/98 STATUS: Cancelled EFFECTIVE: 10/01/98

FORM OF SERVICE AGREEMENT - Continued

NOW, THEREFORE, in consideration of the mutual covenants herein contained, Company and Customer agree as follows:

1. **SCOPE OF AGREEMENT.** Customer represents that (it, he) qualifies for service under Transportation Rate Schedule TS- ____ of Service Classification No. 11. Subject to the terms, conditions and limitations thereof and of Company's Schedule for Gas Service, as reviewed from time to time, Customer agrees to tender or cause to be tendered for transportation, quantities of Transport Gas up to a maximum daily transportation quantity of _____ dekatherms, less gas retained by the Company for system use and losses equal to _____ percent of all quantities of Transport Gas delivered to the Company.

Customer, as an existing sales customer of the Company, hereby _____
(agrees or does not agree) to retain all rights to return to sales service at the expiration of the firm transportation service provided under Transportation Rate Schedule TS-2.

2. **TERM OF AGREEMENT.** The term of this Agreement shall be from the date hereof and continue for term ending on _____ and may be continued from year to year thereafter unless terminated by advance written notice of either party to the other given at least thirty days prior to the applicable annual termination date, or at any time by order of the Public Service Commission. Notwithstanding any other provision of this Agreement or the Company's Schedule for Service, if Customer violates any provision or condition of service therein or fails to comply with the terms and conditions of this agreement, the Company shall have the absolute right, in its sole discretion, to immediately terminate transportation service provided hereunder.

Issued by: Robert J. Fani, Senior Vice President, Brooklyn, New York