

..DID: 4016

..TXT: PSC NO: 12 GAS

LEAF: 381

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 0

INITIAL EFFECTIVE DATE: 10/01/98

SUPERSEDING REVISION:

STAMPS:

Cancelled by 1 Rev. Leaf No. 381 Effective 10/01/1998

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

SERVICE CLASSIFICATION No. 18 - Continued

- (b) Upon the Company's requested, the Customer shall provide the Company, for its review, copies of all contracts between the Customer and third parties providing for the purchase of gas by such Customer and the transportation of such purchased gas to the Company's facilities for the Customer's account under this Service Classification. The Customer should redact all information deemed confidential, provided however, that all such contracts shall assure, in a manner satisfactory to the Company, reliable deliveries of sufficient quantities of gas for the Customer's account to meet the Customer's full hourly, daily or seasonal requirements for the term of service hereunder, unless otherwise agreed to in writing by the Company. Such contracts shall provide assurances to the Company's satisfaction that the arrangements for gas to be delivered to the Company for the Customer's account will not interfere with or cause interruptions to pipeline supplier deliveries of the Company's general system supply. Such contracts must provide that any amendments thereto be approved in writing by the Company prior to becoming effective. The Company does not warrant the performance of such third parties under such contracts.
- (c) The Customer warrants that it will have good and marketable right and title to all gas he or it tenders or causes to be tendered to the Company hereunder and such gas shall be free and clear of all liens, encumbrances and claims whatsoever. The Customer shall hold harmless and indemnify the Company against any adverse claim by a third party, and against any loss or cost incurred by the Company on account of any such liens, encumbrances and claims of third parties. In addition to any other rights the Company may have, in the event any adverse claim is asserted against the Company by a third party, the Company may, at its sole option, suspend the transportation of gas hereunder, until such claim is resolved to the Company's satisfaction.
- (d) The Customer shall use its best efforts to keep the hourly quantities delivered to the Company for the Customer's account, adjusted for system use and losses, equal to the Customer's ADDQ, divided by 24.

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