

..DID: 3915

..TXT: PSC NO: 12 GAS

LEAF: 280

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 0

INITIAL EFFECTIVE DATE: 10/01/98

SUPERSEDING REVISION:

STAMPS:

Cancelled by 1 Rev. Leaf No. 280 Effective 10/01/1998

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

FORM OF SERVICE AGREEMENT - Continued

- (c) Assignment. Any company or other entity which shall succeed by purchase, merger or consolidation to the properties, substantially or in their entirety, of the Company or Customer, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Either party may, without relieving itself of its obligations under this Agreement, assign any of its rights hereunder to a company or other entity with which it is affiliated, but otherwise no assignment of this Agreement or any of the rights or obligations hereunder shall be made unless there first shall have been obtained the consent thereto in writing of the other party.
 - (d) Liability. The Company assumes no liability for the safety, workmanship and effectiveness of Customer's natural gas vehicles, including Customer's compressed natural gas equipment and its installation.
 - (e) Superseding Laws. This Agreement and the respective obligations of the parties hereunder are subject to valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction.
 - (f) Applicable Law. The interpretation and performance of this contract shall be in accordance with the laws of the State of New York.
6. Notices. Unless otherwise provided by the Tariff Schedule, any notice to be given under this Agreement shall be in writing and shall be deemed to have been properly given and received (a) when delivered in person to the authorized representative of the party to whom the notice is addressed, or (b) on the date received as indicated on the return receipt when sent by prepaid certified or registered mail, return receipt requested, to the party to be notified. Routine communications and monthly billing statements shall be considered as duly delivered when mailed by either registered, certified or ordinary mail. Such communications shall be addressed to the respective parties as follows:

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