

..DID: 5380

..TXT: PSC NO: 12 GAS

LEAF: 388

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 1

INITIAL EFFECTIVE DATE: 10/01/98

SUPERSEDING REVISION: 0

STAMPS: Issued in compliance - C.98-G-0824 (8/27/98) and C.95-G-0761 (9/22/98)

RECEIVED: 09/25/98 STATUS: Effective EFFECTIVE: 10/01/98

FORM OF SERVICE AGREEMENT - Continued**2. Transportation Service.**

(a) Customer represents and warrants that Customer qualifies for service under SC-18, Rate NCTS-____. Subject to the terms and conditions of this Agreement, the Tariff, and the terms and conditions of SC-18, Customer hereby agrees to deliver or caused to be delivered daily to Company, for Customer's account, gas in quantities equal to the Average Daily Delivery Quantity, as determined at least monthly by the Company; provided, however, that the Average Daily Delivery Quantity shall not exceed the Maximum Daily Delivery Quantity of _____ dekatherms. In addition, Customer shall deliver or caused to be delivered daily to Company, gas to cover system use and losses in an amount equal to _____ percent of the quantity of all gas delivered to the Company by Customer for transportation hereunder. The Company shall not be required to accept deliveries of gas in excess of Customer's Maximum Daily Delivery Quantity.

(b) The Company agrees to receive, transport, and redeliver on an interruptible or a temperature-controlled basis to Customer, gas in quantities no less than Customer's Average Daily Delivery Quantity and no greater than Customer's Maximum Daily Delivery Quantity.

3. **Seller of Gas.** Customer designates _____
to be its seller of gas hereunder.

4. **Point(s) of Receipt.** The Point(s) of Receipt for all gas tendered by Customer to the Company hereunder shall be the existing delivery point of _____
(name of pipeline)
known to the Company as _____.
(name of metering station)

Issued by: Steven L. Zelkowitz, Sr. Vice President and General Counsel, Brooklyn, NY