

..DID: 4831
..TXT: PSC NO: 1 GAS LEAF: 97
COMPANY: MARKETSPAN GAS CORPORATION DBA BROOKLYN UNION REVISION: 0
INITIAL EFFECTIVE DATE: 12/01/98 SUPERSEDING REVISION:
STAMPS:
CANCELLED effective 06/29/99
RECEIVED: 07/31/98 STATUS: Cancelled EFFECTIVE: 07/01/99

GENERAL INFORMATION**IV. Forms for Gas Service (continued):**

.1 Application and Contract (continued):

F. Firm Transportation Service Agreement

MARKETSPAN GAS CORPORATION D/B/A BROOKLYN UNION
Service Classification No. 5
Firm Transportation Service Agreement

To MarketSpan Gas Corporation D/B/A Brooklyn Union:

_____(Customer) is a qualified Seller pursuant to MarketSpan Gas Corporation D/B/A Brooklyn Union ("Brooklyn Union") Service Classification No. 5C and will arrange for the purchase of natural gas for delivery to "Brooklyn Union" for subsequent redelivery to Customer at _____
_____(Location) under the terms of Service Classification No. 5.
OR

_____(Customer) has contracted with _____
(Seller - a qualified seller pursuant to "Brooklyn Union" Service Classification No. 5C) to deliver natural gas to "Brooklyn Union" for subsequent redelivery to customer at _____
(Location) under the terms of Service Classification No. 5.

At least 30 days before the commencement of service for each annual service term, "Brooklyn Union" will calculate the customer's Daily Transportation Quantity (DTQ) of natural gas for each month of the term. Seller is obligated to deliver or cause to be delivered to "Brooklyn Union" at the City Gate the customer's DTQ each day of the service term adjusted during the term to reflect the customer's usage. "Brooklyn Union" may also adjust the customer's DTQ during the term due to changes in the customer's gas equipment or pattern of usage and address balances contained in the customer's Commodity Account as described in Service Classification No. 5. Customer understands and agrees as follows:

- (i) Customer shall take and pay for the service in accordance with Service Classification No. 5 and is bound by the terms and conditions contained therein and in accordance with any changes or modifications thereof as approved by the Public Service Commission of the State of New York;
- (ii) Customer's term shall begin on and shall expire twelve months thereafter. This term will be extended for additional twelve month periods unless otherwise terminated pursuant to Service Classification No. 5;
- (iii) Customer warrants that all information provided to "Brooklyn Union" for the purpose of qualifying for service under Service Classification No. 5 is true and accurate and Customer acknowledges that such information has been provided to "Brooklyn Union" for the purpose of inducing "Brooklyn Union" to provide service pursuant to Service Classification No. 5;
- (iv) Seller has satisfied the credit criteria for Sellers pursuant to Service Classification No. 8 and is a qualified Seller without providing security to "Brooklyn Union", or has provided "Brooklyn Union" with an advance deposit, or a standby irrevocable letter of credit, a security interest in collateral, or a guarantee of payment by another person or entity, acceptable to "Brooklyn Union" as Security to ensure performance pursuant to Service Classification No. 8;

Issued by Kathleen A. Marion, Secretary
175 East Old Country Road, Hicksville, NY