PSC NO: 1 GAS LEAF: 108 COMPANY: KEYSPAN GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 7 INITIAL EFFECTIVE DATE: 12/01/11 SUPERSEDING REVISION: 6 STAMPS: Issued in compliance with order in Case 11-G-0412 dated 11/18/11

GENERAL INFORMATION

IV. Forms for Gas Service (continued):

.1 Application and Contract (continued):

H. Interruptible Transportation Service Agreement (continued):

- 9. All rates and charges under the Service Classification No. 7 tariff are subject to increase pursuant to Rule III.2 of the tariff where service is provided to a Customer in a municipality;
- 10. Charges for transportation of gas are applicable to quantities metered at the customer's Service Location;
- 11. The Customer will provide "National Grid" with a nomination schedule daily in the Timely Cycle for the next day's deliveries. All deliveries are expected to be load following. The nomination schedule shall indicate the pipeline as well as the quantity of gas nominated at the Company receipt point.
- 12. The Customer or supplier will abide by all requirements and procedures as specified in National Grid's Gas Transportation Operating Procedures Manual.
- 13. The Customer represents that seller is authorized to act as its agent in all dealings with "National Grid" including, but not limited to, the submittal of daily Customer nomination schedules. The Customer accepts full responsibility for all acts committed by such agent. The Customer must provide "National Grid" with at least thirty (30) days written notice of changes in a customer's agent before the new agent may nominate deliveries on "National Grid's" system;
- 14. If any provision herein is construed to be inconsistent with Service Classification No. 7, Customer acknowledges that the provisions of Service Classification No. 7 as modified and approved by the New York State Public Service Commission shall govern; and
- 15. "National Grid's" waiver of any one or more of the provisions of this Service Agreement and/or Service Classification No. 7 shall not operate or be construed as a future waiver of any provision or future provision, whether of a like or different character.

Issued by: William J. Akley, President, Hicksville, NY