

PSC NO: 1 GAS LEAF: 116
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 3
INITIAL EFFECTIVE DATE: 11/10/10 SUPERSEDING REVISION: 2
STAMPS: Issued in compliance with order in Case No. 06-G-1186 dated 6/23/09

GENERAL INFORMATION

IV. Forms for Gas Service (continued):

.1 Application and Contract (continued):

J. Temperature-Controlled Transportation Service Agreement (continued):

9. All rates and charges under the Service Classification No. 13 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 or Supplier will provide "KeySpan" with a nomination schedule daily in the Timely Cycle for the next gas days deliveries. All deliveries are expected to be load following.
12. The Customer or Supplier will abide by all requirements and procedures as specified in KeySpan's Gas Transportation Operating Procedures Manual.
13. All imbalances for customers participating in the daily balancing transportation program will be cashed out daily and billed monthly in accordance with the provisions of the Company's SC-13 Tariff.
14. The Customer represents that the seller is authorized to act as its agent in all dealings with "KeySpan" 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 "KeySpan" with at least ten (10) days written notice of changes in a customer's agent before the new agent may nominate deliveries on "KeySpan's" system;
15. The Company may not accept the customer's nomination to the Company's City Gate if the Company has interrupted service to the customer's facilities;
16. If any provision herein is construed to be inconsistent with Service Classification No. 13, Customer acknowledges that the provisions of Service Classification No. 13 as modified and approved by the New York State Public Service Commission shall govern; and
17. "KeySpan's" waiver of any one or more of the provisions of this Service Agreement and/or Service Classification No. 13 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: Nick Stavropoulos, Executive Vice President, Hicksville, NY