

PSC NO: 12 GAS

LEAF: 411.2

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 4

INITIAL EFFECTIVE DATE: 11/03/06

SUPERSEDING REVISION: 3

STAMPS:

**SERVICE CLASSIFICATION No. 19 - Continued****SPECIAL PROVISIONS**

- (a) In no event shall the Company be obligated to incur any additional costs for additional facilities necessary to provide transportation, swing and standby gas services hereunder. Nonetheless, in the event the Company elects to incur such costs, the costs of any additional facilities that in the Company's sole judgment are required or must be incurred by the Company to provide transportation service, shall be the sole responsibility of the Customer, and shall be payable in full prior to the initiation of service hereunder.
- (b) Whenever the Pool's account with the Company becomes delinquent and/or the Seller has failed to deliver gas to the Company for the Pool's account, the Company shall have the right to request and the Seller, upon such request, shall provide the Company, for its review, copies of all contracts between the Customer and third parties providing for the purchase of pipeline capacity by such. The Customer should redact all information deemed confidential, provided however, that all such contracts shall assure, in a manner satisfactory to the Company, reliable deliveries of sufficient quantities of gas for the Pool's account to meet the Pool's full hourly, daily or seasonal requirements for the term of service hereunder, unless otherwise agreed to in writing by the Company. The Company does not warrant the performance of such third parties under such contracts.

Issued by: John J. Bishar, Jr., Executive Vice President, General Counsel and Secretary, Brooklyn, NY