

PSC NO: 1 GAS LEAF: 161
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 5
INITIAL EFFECTIVE DATE: 10/01/04 SUPERSEDING REVISION: 4
STAMPS:

SERVICE CLASSIFICATION NO. 8
Seller Service (continued)

Special Provisions:

- (a) Subject to Terms of Service Classification No. 5: Sellers that execute a Seller Agreement under this Service Classification are bound by the applicable provisions of Service Classification No. 5.
- (b) Remote Reading Devices: Each Customer has the option of having a remote reading device installed for service under Service Classification No.5. Sellers that contract to sell natural gas to Customers electing not to have a remote reading device installed agree to accept the accuracy of the company's estimates for calculating a customer's DDQ.
- (c) Regulatory Approvals: Sellers shall make all necessary arrangements, obtain all necessary regulatory approvals and be responsible for all costs including taxes to appropriate governmental entities for the acquisition and transportation of the gas supply delivered to the company's City Gate on behalf of a Customer or an aggregation group.
- (d) Errors in Calculating DDQ or ADDQ: A Customer that takes service under this Service Classification accepts the company's calculation of the DDQ or ADDQ. The Company shall not be liable for errors in the calculation of the applicable DDQ and/or ADDQ.
- (e) Force Majeure: Seller will be excused from delivering the required DTQ or ADTQ on any given day for Force Majeure events which directly and substantially affect a seller's natural gas deliveries to the Company. For purposes of this Service Classification, a Force Majeure event will be any failure of the final pipeline delivering gas to the Company or an upstream pipeline feeding such pipeline, with such failure having been classified as a Force Majeure event pursuant to the terms of that pipeline's Federal Energy Regulatory Commission-approved tariff. A legitimate Force Majeure event that curtails the seller's firm transportation service on an upstream pipeline that ultimately feeds a downstream pipeline, which directly and substantially affects a seller's natural gas deliveries to the Company, will excuse a Seller from performing pursuant to this Service Classification to the extent of such curtailment. If at such time the Seller is delivering gas to Customers on other systems, the volume excused from performance on the company's system will be no more than a proportionate amount of the affected deliveries curtailed by the Force Majeure event. The Seller is responsible for supplying complete information and verifiable proof of all the particulars requested by the Company related to any such Force Majeure exclusion. In order to validate a claim of Force Majeure, the Seller must have a firm, non-interruptible service with the affected pipeline that is covered by the Force Majeure event and must be willing to present such agreements to the Company.

Volumes curtailed pursuant to this Special Provision must be made up by Seller as soon as possible at a delivery rate to be established by the Company. Any curtailed volumes which are not made-up within thirty (30) days will be sold to Seller at a rate of \$10.00 per DTHM.
- (f) Warranty of Title: Seller warrants that, at the time of delivery of gas to the Company, Seller or Customer will have good title to deliver all gas volumes made available.

Issued by Joseph F. Bodanza, Senior Vice President and Chief Accounting Officer, Hicksville, NY