

PSC NO: 1 GAS LEAF: 103.2
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 1
INITIAL EFFECTIVE DATE: 12/01/21 SUPERSEDING REVISION: 0
STAMPS:

GENERAL INFORMATION

IV. Forms for Gas Service (continued):

.1 Application and Contract (continued):

G. Seller Service Agreement (continued):

- (b) Seller has satisfied the credit criteria for Sellers pursuant to SC 8 and is a qualified Seller without providing security to the Company, or has provided the Company 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 the Company, as Security to ensure performance pursuant to SC 8. The amount of security required to ensure performance will be periodically reviewed by the Company and Sellers agree to increase or reduce such security as the Company determines is necessary to reflect increases or decreases in the DDQ of Customers that are supplied natural gas by Seller. The Company will respond within ten days to a grievance filed by a Seller that is denied service under SC 8 for failure to satisfy the credit criteria.
- (c) Seller hereby acknowledges that its obligations to deliver natural gas to the Company under SC 8 will not be abated by any circumstance, including a breach of the obligations by any Customer to the Seller, except for events of Force Majeure as specified under SC 8 or actions by the Company that prevent performance by Seller.
- (d) If any provision herein is construed to be inconsistent with SC 5, SC 7, SC 8 or SC 19, Seller acknowledges that the provisions of SC 5, SC 7, SC 8 or SC 19 as modified and approved by the New York State Public Service Commission shall govern.
- (e) The Company's waiver or Seller's waiver of any one or more of the provisions of this Service Agreement and/or SC 5, SC 8 and SC 19 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: Rudolph L. Wynter, President, Hicksville, NY