

PSC NO: 1 GAS LEAF: 102
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 4
INITIAL EFFECTIVE DATE: 11/01/14 SUPERSEDING REVISION: 3
STAMPS:

GENERAL INFORMATION

IV. Forms for Gas Service (continued):

.1 Application and Contract (continued):

G. Seller Service Agreement

KEYSPAN GAS EAST CORPORATION d/b/a National Grid
Service Classification No. 8
Seller Service Agreement

THIS AGREEMENT entered into this ___ day of _____, _____, by and between KeySpan Gas East Corporation d/b/a National Grid, a New York Corporation ("Company") and _____, a corporation, partnership, individual (Seller).

WITNESSETH:

WHEREAS, the Company's Schedule for Gas Service (Tariff) contains a Service Classification No. 8 ("SC 8") pursuant to which the Company offers a seller service to qualifying sellers of gas;

WHEREAS, Seller is aggregating a Pool of one or more Customers taking transportation service under either Service Classification No. 5 ("SC 5"), Service Classification No. 7 ("SC 7") or Service Classification No. 13 ("SC 13");

WHEREAS, Seller has requested Company provide SC 8 Seller Service; and

WHEREAS, Company is willing to provide such service to Seller subject to the terms and conditions herein.

NOW, THEREFORE, Company and Seller agree as follows:

1. Seller Service

- (a) Seller represents and warrants that Seller qualifies for service under SC 8.
- (b) Seller requests to add to its Pool the customers listed in Appendix "A" to this agreement. The name, account number, annual usage and outlet of the meter of each Customer in the Pool also shall be set forth in Appendix "A".
- (c) Seller hereby elects to provide service to the customers listed in Appendix "A" under:
 - Core Monthly Balancing Program
 - Non-Core Monthly Balancing Program
 - Daily Balancing Program

Issued by: David B. Doxsee, Vice President, Hicksville, NY

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.1 Application and Contract (continued):

G. Seller Service Agreement (continued):

(d) Seller represents that each of the customers listed in Appendix "A" qualifies for service under SC 5, SC 7 or SC 13, meets the applicability requirements specified in SC 8 and qualifies for the Company Balancing Program selected in (b).

2. Gas Deliveries

(a) Seller hereby agrees to communicate with the Company and schedule gas deliveries to the Company's city gate in accordance with the requirements of the Tariff and the Company's GTOP Manual.

(b) The Company agrees to receive, transport, and redeliver on a firm, interruptible or temperature-controlled basis, as determined by the nature of the transportation service received by the Customers in the Pool.

3. Point(s) of Delivery, Customers' Names and Account Numbers.

The Point(s) of Delivery for all gas transported by the Company for Seller's account hereunder shall be the outlet of the meter of each Customer in the Pool.

4. Rates and Charges for Service.

(a) Seller shall pay the Company for all service provided hereunder, all applicable rates, charges, surcharges, fees, penalties and the like set forth under SC 8 and the general terms and conditions of the Tariff.

(b) The Company may seek authorization from the Commission for changes to any rate(s) and terms and conditions set forth herein, under SC 8, or the Tariff, as may be deemed necessary by the Company to assure just and reasonable rates and charges.

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PSC NO: 1 GAS LEAF: 103.1
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 0
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IV. Forms for Gas Service (continued):

.1 Application and Contract (continued):

G. Seller Service Agreement (continued):

5. Term of Agreement.

(a) This Agreement shall be effective for an initial term of one (1) year, commencing as of the date first above written, and shall continue thereafter on a _____ to _____ basis, until terminated by Seller or the Company upon at least thirty (30) days' advance written notice to the other, specifying the termination date. The Company's obligation to provide service hereunder, and Seller's obligation to pay the charges referenced in paragraph 10 hereof shall commence on _____, _____.

(b) Seller shall comply with this Agreement, the terms and conditions set forth under SC 8, and all applicable terms and conditions of the Tariff. Notwithstanding anything else herein or in the Tariff to the contrary, the Company shall have the absolute right, in its sole discretion, to terminate this Agreement immediately and the transportation and swing services, and associated services provided hereunder if Seller (i) violates any provision of this Agreement, the terms and conditions of SC 8, or the general terms and conditions of the Tariff; (ii) fails to comply with any term or condition of this Agreement or the general terms and conditions the Tariff; or (iii) makes any false or misleading representation or warranty with respect to this Agreement.

6. Seller understands and agrees as follows:

(a) Seller warrants that all information provided to the Company for the purpose of qualifying for service under SC 8 is true and accurate and Seller acknowledges that such information has been provided to the Company for the purpose of inducing the Company to provide service pursuant to Service Classification No. 8.

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PSC NO: 1 GAS LEAF: 103.2
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 0
INITIAL EFFECTIVE DATE: 11/01/14 SUPERSEDING REVISION:
STAMPS:

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- (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 13, Seller acknowledges that the provisions of SC 5, SC 7, SC 8 or SC 13 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 7, SC 8 and SC 13 shall not operate or be construed as a future waiver of any provision or future provision, whether of a like or different character.

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PSC NO: 1 GAS LEAF: 104
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 3
INITIAL EFFECTIVE DATE: 05/01/16 SUPERSEDING REVISION: 2
STAMPS: Issued in compliance with Order in C. 14-G-0330 and C. 06-G-1186 dated 10/23/14

GENERAL INFORMATION

IV. Forms for Gas Service (continued):

.1 Application and Contract (continued):

G. Seller Service Agreement (continued):

6. Seller Provisions (continued)

(f) Seller may add customers to, or delete customers from a Pool on the first day of each month provided that the Seller has notified the Company of such change as instructed by the Uniform Business Practices for Retail Access Section 5.d. The Company shall recalculate the requirements of the Pool to determine the revised rates, charge and other requirements applicable as a result of the change.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers or representatives as of the date first above written.

KEYSPAN GAS EAST CORPORATION
d/b/a NATIONAL GRID

By: _____

By: _____

Title: _____

Title: _____

ACCEPTED:

Seller

By:

Title:

Date:

Issued by: David B. Doxsee, Vice President, Hicksville, NY

