

PSC NO: 12 GAS LEAF: 427.75
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 0
INITIAL EFFECTIVE DATE: 11/03/06 SUPERSEDING REVISION:
STAMPS:

**Form of Operations and Maintenance Agreement
For Electric Generation – Continued**

If to KeySpan: KeySpan Utility Services, LLC
One MetroTech Center
Brooklyn, NY 11201
Attention: _____,
Director, State and Federal Regulatory Relations

With a copy to: KeySpan Corporate Services, LLC
One MetroTech Center
Brooklyn, NY 11201
Attn: _____,
Senior Counsel

7.2 Changes. Upon written notice to the other, either Party may change its notification information set forth above.

Article 8 - Insurance

8.1 Insurance. KeySpan shall maintain in full force and effect during the term of this Agreement, at its sole cost and expense, the following insurance: New York State workers compensation insurance with statutory limits; and general liability insurance with customary and reasonable limits. KeySpan shall have the right to self-insure either all or any portion of the foregoing insurance coverages, as permitted by law.

Article 9 – Indemnification and Limitation of Liability

9.1 Indemnification. Except as specifically provided herein, each Party shall indemnify, save harmless, and defend the other Party and such other Party's parent, subsidiaries, affiliates, directors, trustees, agents, officers, and employees against all claims, demands, losses, damages, judgments, and associated costs and expenses for property damage, personal injuries, bodily injuries, or death suffered by third parties (including but not limited to government agencies) arising out of the Indemnifying Party's negligence or willful misconduct in connection with this Agreement.

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