

PSC NO: 12 GAS LEAF: 427.77
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**

10.6 Counterparts. This Agreement may be executed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

10.7 Legal Requirements. Provisions of law and governmental regulation, required by law to be included in this Agreement, are deemed to be included within this Agreement and will be read and enforced as though the same were so included in this Agreement. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon application by and notification of the Parties, this Agreement shall be deemed to be amended to make such insertion or correction.

10.8 Governing Law, Venue and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to conflicts of law provisions thereof. Each of the Parties hereby agrees to submit to the nonexclusive jurisdiction of the United States District Court for the Eastern District of New York and/or any New York State Court sitting in Kings County, New York or Nassau County, New York for the purposes of all legal proceedings arising out of or relating to this Agreement. Each of the Parties hereby irrevocably waives, to the fullest extent permitted by law, any objection to the selection of this venue and any claim that any proceeding brought in such a court has been brought in any inconvenient forum. Each of the Parties further irrevocably waives, to the fullest extent permitted by law, any and all rights to a trial by jury with regard to any matter or dispute arising out of or in connection with this Agreement.

10.9 Amendments. No modification, amendment, or change of this Agreement shall be binding on either Party unless expressly agreed to in writing and signed by both Parties.

10.10 Assignment. Neither Party shall assign this Agreement without the express written consent of the other Party which consent shall not be unreasonably withheld.

10.11 Merger Clause. This Agreement shall fully and completely supersede all other prior understandings or agreements, written or oral between the Parties relating to the subject matter hereof.

10.12 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and properly authorized assigns of the Parties hereto.

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