

LEAF: 427.82

REVISION: 0

SUPERSEDING REVISION:

STAMPS:

Form of Operations and Maintenance Agreement For Electric Generation – Third Party (continued)

Article 4 - Access to Premises

4.1 Customer agrees that during the term of this Agreement Customer shall provide KeySpan with access to the Plant and the Facilities for the purpose of performing the Services. In the case of Emergency Services, KeySpan shall be granted immediate access.

Article 5 - Force Majeure

5.1 The term Force Majeure as employed herein means acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy or terrorists, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, the order of any court or government authority having jurisdiction while the same is in force and effect, civil disturbances, explosions, breakage, accidents to machinery or lines of pipe, inability to obtain or unavoidable delay in obtaining material or equipment, and any other cause whether of the kind herein enumerated or otherwise, not reasonably within the control of the Party claiming suspension and which by the exercise of due diligence such Party is unable to prevent or overcome.

5.2 It is agreed that KeySpan shall not be responsible, and shall have no liability hereunder, for any failure to perform or delay in performance caused by an event of Force Majeure.

Article 6 - Term of Agreement

6.1 The Agreement shall commence as of the date first written above and shall remain in effect for the term of the GTA and any extension or renewal thereof or any successor agreement thereto.

Article 7 - Notices

7.1 Notices. All notices, demands, invoices, requests, consents, approvals and other communications which may or are required to be given by either Party to the other Party under this Agreement must be in writing and sent by United States mail or a national overnight carrier, and addressed to the Party for whom it is intended at its address hereinafter set forth:

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