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Effective Date: 01/01/2008

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

2.2 Unscheduled Services. Upon the mutual agreement of the Parties, KeySpan may perform additional services (the "Unscheduled Services") in connection with the Facilities.

2.4 Emergency Services. In the case of emergencies that render the Facilities unsafe, KeySpan, upon becoming aware of such emergency, shall perform such emergency services that it deems necessary to make the Facilities safe (the "Emergency Services"). KeySpan shall attempt to notify Customer prior to commencing any such Emergency Services, however if prior notification is impractical, KeySpan shall commence the Emergency Services immediately and shall notify Customer promptly thereafter.

2.4 Standards. KeySpan shall perform all Services in accordance with the Standards.

Article 3 - Costs, Invoices and Payment

3.1Costs. Customer shall reimburse KeySpan for all of the costs it incurs in performing the Services. All costs incurred by KeySpan under this Agreement shall be calculated on a fully loaded basis.

3.2Invoices. KeySpan shall invoice Customer on a quarterly basis. Each Invoice shall include costs incurred for Services performed during such quarter except that the initial invoice rendered hereunder shall include the costs for Service rendered since the commencement of service under the GTA.

3.3Payment. Customer shall pay all such invoices within thirty (30) days of receipt thereof. Payments due and unpaid after the expiration of this thirty (30) day period (or refunds of any disputed amounts found to have been improperly invoiced) shall bear interest from the due date (or the payment date, in the case of refunds of amounts improperly invoiced) to the date payment or refund is made, at an annual rate of two percent (2%) plus the then prevailing "prime rate" of interest for large U.S. money center banks (as published under "Money Rates" by the Wall Street Journal), or at the applicable maximum lawful interest rate, whichever rate is lower.

Cancelled by supplement No. 44 effective 01/01/2008
Suspended to 01/01/2008 by order in Case 06-G-1185. See Supplement No. 43. Th e supplement filing date was 08/30/2007
Suspended to 09/03/2007 by order in Case 06-G-1185. See Supplement No. 42. Th e supplement filing date was 02/27/2007
Suspended to 03/03/2007 by order in Case 06-G-1185. See Supplement No. 41. Th e supplement filing date was 11/01/2006