

PSC NO: 12 GAS LEAF: 427.86
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 – Third Party (continued)**

- 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.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and do hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

The Brooklyn Union Gas Company d/b/a
KeySpan Energy Delivery New York

By: _____

Title: _____

Customer

By: _____

Title: _____

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