Received: 10/03/2006
Status: CANCELLED
Effective Date: 01/01/2008



Form of Facilities Construction and Reimbursement Agreement
For Electric Generation (continued)

14.11 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.

14.12 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.

14.13 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.

14.14 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.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their duly authorized representatives or officers as of the day and year first above written.

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

By:_____

Name:_____

Title:_____



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