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

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

7.5 Invoices. KeySpan shall deliver invoices to Customer for the payments contemplated by this Agreement. Such invoices shall be paid in full by Customer within twenty (20) days after delivery thereof. Any payments due and unpaid (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. In the event any payments remain due and unpaid by Customer for more than twenty (20) days, KeySpan shall have the option (but never the obligation) to: (a) suspend construction activity until all amounts due and owing are fully paid, in which event Customer shall be responsible for, and shall pay to KeySpan all costs and charges reasonably incurred by KeySpan in connection with such suspension (including, but not limited to any additional governmental charges, contractor charges or delay payment, costs incurred for storage and/or delay in receipt of, materials, and supplies); and/or (b) on written notice to Customer, declare all remaining payments for which Customer is or would be responsible under this Agreement immediately due and owing, in which event such remaining payments shall be made to KeySpan within ten (10) days of presentation to Customer of said notice.

7.6 KeySpan shall have no obligation to commence or to continue performance under this Agreement unless and until all payments required by Customer hereunder have been received.

Article 8
Access to Premises

8.1 Customer shall obtain and grant to KeySpan, its employees, contractors, and invitees, for the term of this Agreement and the term of the Gas Transportation Agreement, all necessary rights, privileges, rights-of-way, licenses, and easements necessary for KeySpan to construct, install, inspect, operate, maintain, repair, replace, and remove KeySpan's equipment as are necessary and desirable for carrying out the terms of this Agreement, read the meters and conduct all other normal business incident thereto, including but not limited to adequate and continuing access rights on the Premises.

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