

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

(e) Within ninety (90) days after completion of its construction obligations under this Agreement, KeySpan shall deliver to Customer a statement detailing the Actual Cost incurred by KeySpan hereunder. Within 30 days after delivery of such statement, either (1) Customer shall pay to KeySpan the amount by which the Actual Cost exceeds the amounts previously paid by Customer to KeySpan hereunder, or (2) KeySpan shall reimburse to Customer the amount by which the amounts previously paid by Customer to KeySpan exceeds the Actual Cost.

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