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Effective Date: 01/01/2008

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

8.2 If all or any part of the Facilities are to be installed on, or if for other reasons in furtherance of its performance hereunder, KeySpan requires access, rights-of-way, licenses, or easements to property controlled or occupied by Customer but owned by someone other than Customer or KeySpan, Customer shall, at its cost and expense, procure from the owner thereof, all necessary permanent rights-of-way, licenses, and easements for the construction, installation, operation, maintenance and replacement of the Facilities upon such property in a form satisfactory to KeySpan.

8.3 KeySpan's duly authorized agents or representatives shall, at all reasonable hours, have access to the Premises for the purpose of (a) inspecting the Facilities' construction and installation, and (b) inspecting all records and documents relating to the Facilities' construction and installation.

8.4 Customer shall not construct any facilities or structures or engage in any activities that will interfere with the rights granted to KeySpan under this Agreement or rights-of-way, licenses, and easements secured by and/or for KeySpan.

8.5 During the term of this Agreement, KeySpan personnel shall identify themselves to Customer at the entrance to the Premises and shall obey all of Customer's safety and security rules while on the Premises.

Article 9
Use of the Facilities

9.1 KeySpan shall have the right to utilize the Facilities to serve other KeySpan customers and may permit other individuals or entities to receive gas service from the Facilities only to the extent that KeySpan can serve such new customers, individuals or entities without interrupting or diminishing the level or reliability of service required to permit Customer to receive gas transportation service as contemplated by the Gas Transportation Agreement.

Issued by: Joseph F. Bodanza, Senior Vice President, Hicksville, NY

Cancelled by supplement No. 33 effective 01/01/2008
Suspended to 01/01/2008 by order in Case 06-G-1186. See Supplement No. 32. Th e supplement filing date was 08/30/2007
Suspended to 09/03/2007 by order in Case 06-G-1186. See Supplement No. 31. Th e supplement filing date was 02/27/2007
Suspended to 03/03/2007 by order in Case 06-G-1186. See Supplement No. 30. Th e supplement filing date was 11/01/2006