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

Form of Operations and Maintenance Agreement
For Electric Generation – Third Party (continued)

10.4 Binding Effect. This Agreement inures to the benefit of and is binding upon the Parties and their respective permitted successors and assigns.

10.5 Invalidity. If any Article, section, phrase, provision or portion of this Agreement is, for any reason, held or adjudged to be invalid, illegal or unenforceable by reason of any law, rule, regulation, judicial decision, public policy, such Article, phrase, provision or portion so adjudged will be deemed separate, distinct and independent and the remainder of such Article will be and remain in full force and effect and will not be invalidated or rendered illegal or unenforceable or otherwise affected by such adjudication. The Parties will endeavor to promptly negotiate a revised term or condition to replace that which was deemed illegal or unenforceable.

10.6 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.

10.7 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.

10.8 Governing Law, Venue and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to conflicts of law provisions thereof. Each of the Parties hereby agrees to submit to the nonexclusive jurisdiction of the United States District Court for the Eastern District of New York and/or any New York State Court sitting in Kings County, New York or Nassau County, New York for the purposes of all legal proceedings arising out of or relating to this Agreement. Each of the Parties hereby irrevocably waives, to the fullest extent permitted by law, any objection to the selection of this venue and any claim that any proceeding brought in such a court has been brought in any inconvenient forum. Each of the Parties further irrevocably waives, to the fullest extent permitted by law, any and all rights to a trial by jury with regard to any matter or dispute arising out of or in connection with this Agreement.

10.9 Amendments. No modification, amendment, or change of this Agreement shall be binding on either Party unless expressly agreed to in writing and signed by both Parties.

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