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

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

14.5 Confidentiality. The Parties recognize and agree that certain provisions of this Agreement and any related filings with the New York Public Service Commission do or will contain commercially sensitive or confidential trade secret information. Except for such disclosures as may be required by governmental or regulatory requirements, the Parties agree to maintain such provisions in strict confidence. Upon receipt of KeySpan's written consent, which shall not be unreasonably withheld, Customer shall be permitted to disclose this Agreement to potential lenders and investors in the project under a confidentiality agreement of comparable effect and naming KeySpan as a beneficiary thereof.

14.6 No Third Party Beneficiaries. The rights and obligations created under this Agreement are solely for the benefit of the Parties hereto, and no person or entity not a Party to this Agreement (other than successors and properly authorized assigns) shall have any rights under or by virtue of this Agreement.

14.7 Assignment. Except for assignments solely for the purpose of creating a security interest for financing, each of the Parties hereby agrees not to assign or otherwise transfer its rights and interests under this Agreement without the prior written consent of the other Party.

14.8 Amendments. This Agreement, or any extension or renewal hereof, shall not be amended or otherwise modified unless such amendment or modification is in writing and signed by both Parties hereto.

14.9 Notices. All notices, requests, invoices, and other communications pertaining to this Agreement shall be personally delivered, telecopied, or sent by registered or certified mail properly addressed to the recipient for the particular Party as specified on the signature page hereto. All such notices or other communications shall be deemed to have been duly given when transmitted by telecopier or personally delivered or, in the case of a mailed notice, upon receipt by the intended Party.

14.10 Waivers. No delay or failure to enforce any provision of this Agreement shall constitute a waiver or limitation of rights enforceable under this 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