THIRD AMENDMENT

to the

OPERATION AND MAINTENANCE AGREEMENT

for the

DOVER GENERATION FACILITIES

THIS THIRD AMENDMENT to the Operation and Maintenance Agreement (the Agreement) is entered into this ____ day of _____ 2008, by and between CITY OF DOVER, DELAWARE (Owner), a Delaware municipality, with offices located at 15 Loockerman St., Dover, Delaware 19901**,** and NORTH AMERICAN ENERGY SERVICES COMPANY (Operator), a Washington corporation, with offices located at 1180 NW Maple Street, Suite 200, Issaquah, WA 98027.

RECITALS

Owner and Operator entered into the Operations and Maintenance Agreement on May 4, 2006 (the O&M Agreement);

WHEREAS, the Owner and Operator previously amended the O&M Agreement on June 1, 2006 and on July 1, 2007;.

WHEREAS, greater economic value is placed upon the availability of generation in the PJM than when the Owner and Operator negotiated the O&M Agreement;

WHEREAS, the Owner and Operator agree that the incentives contained in the O&M Agreement should be amended to reflect the importance of the availability of Dover's Generation;

NOW, THEREFORE, in consideration of these premises and of the mutual covenants and promises set forth below, the Owner and Operator agree to amend the O&M Agreement as follows:

AMENDMENT

1. The content of Appendix B, Section B, 3 (B) Budget Performance, shall be deleted in its entirety and the section renamed "Budget Performance - Deleted".

2. Appendix B, Section B, 3 (C) shall be deleted in its entirety and replaced with the following:

C. Demonstrated PJM Dependable Capacity [$30,000 potential]

a. Each unit at the Facility will establish Dependable Capacity to the PJM for the summer and winter periods per PJM guidelines. Any unit enrolled in the PJM Winter Capacity Test Exemption program and not tested during the winter period will be deemed to have passed its winter capacity test for purposes of this incentive measure.

b. The target PJM Dependable Capacity for each unit is as follows:

i. McKee Run Unit 1 17 MW summer & winter
ii. McKee Run Unit 2 17 MW summer & winter
iii. McKee Run Unit 3 102 MW summer & winter
iv. VanSant 39 MW summer & 40MW winter

c. Operator is eligible to earn a bonus for achieving the target capacity for each period.

d. The bonus for achieving target PJM Dependable Capacity for each summer and winter period is as follows:

i.	McKee Run Unit 1	$1450.00/period
ii.	McKee Run Unit 2	$1450.00/period
iii.	McKee Run Unit 3	$8750.00/period
iv.	VanSant	$3350.00/period

3. The second paragraph of Appendix C shall be deleted in its entirety and replaced with the following:

> "Escalation Factor" means a factor representing the percentage change found in "Table 5" on employment cost trends published by the United States Bureau of Labor Statistics entitled "Compensation (Not seasonally adjusted): Employment Cost Index for total compensation, for private industry workers, by occupational group and industry" (the "ECI"). Operator will calculate the Escalation Factor for the following Operating Year by reading the published percentage change for the 12 months ending in September of the Operating Year for the "management, professional and related" line in the "service-providing industries" section found in the ECI. In the event that such calculation yields a number less than 1.0, the Escalation Factor will be fixed at 1.0 for such Operating Year. ECI data is available at the U.S. Department of Labor, Bureau of Labor Statistics website: http://www.bls.gov. In the event the specific ECI datum is discontinued or superseded, a reasonable substitute or replacement datum will be identified by Operator, or in the absence of such substitute or replacement datum, the Parties will agree in good faith on a reasonable method for calculation of the Escalation Factor.

4. Effective Date. This Amendment shall be effective July 1, 2008.

5. Other Provisions. All other provisions of the Agreement shall remain in full force and effect. If there is any conflict between those provisions and this Amendment, the provisions of the O&M Agreement shall be read so as to give effect to the intent of the parties as manifest in this Amendment.

IN WITNESS WHEREOF, the Owner and Operator have executed this Third Amendment to the O&M Agreement through their duly authorized officers as of the date set forth in the preamble to this Amendment.

OWNER:	OPERATOR:
CITY OF DOVER	NORTH AMERICAN ENERGY SERVICES COMPANY
By: _____	By: _____
Name: Tony DePrima	Name: Thomas A. DeNova
Title: City Manager	Title: President & CEO