SECOND AMENDMENT

to the

OPERATION AND MAINTENANCE AGREEMENT

for the

DOVER GENERATION FACILITIES

THIS SECOND AMENDMENT to the Operation and Maintenance Agreement ("the Agreement") is entered into this ____ day of July 2007, by and between City of Dover, Delaware (the "Owner"), a Delaware municipality, with offices located at 15 Loockerman St., Dover, Delaware 19901**,** and NORTH AMERICAN ENERGY SERVICES COMPANY (the "Operator"), a Washington corporation, with offices located at 1180 NW Maple Street, Suite 200, Issaquah, WA 98027.

WITNESSETH:

WHEREAS, Owner and Operator desire to amend their Agreement, dated May 4, 2006, and previously amended on July 10, 2006;

NOW, THEREFORE, in consideration of these premises, and of the mutual covenants and promises set forth below, the parties hereby agree to the following amendments to the Agreement:

1. Amendments.

Section B(3)(A) of Appendix B to the Agreement is deleted in its entirety and replaced with the following:

A. Commercial Unavailability (CU) [$80,000 potential]
   a. The CU shall be calculated for each Operating Year collectively for all units (currently McKee Run Units 1-3 and VanSant).
   b. Only those forced outage events recognized and tracked by the PJM will be included in the CU calculation.
   c. The target CU is 2.25%.
   d. If the calculated CU is greater than 2.25% then Operator is not eligible for CU bonus.
   e. If the calculated CU is less than the target CU of 2.25%, then Operator is eligible to earn a CU bonus up to $80,000 for a CU of 0%.
   f. For any CU that falls between 2.25% and 0%, the CU shall be calculated and rounded to the nearest hundredth of a percent, and the bonus interpolated on a straight-line basis.
   g. Commercial Unavailability shall be calculated using the following equation:

$$CU = \{(FO_{U1} + E_{U1})*(17MW) + (FO_{U2} + E_{U2})*(17\ MW) + (FO_{U3} + E_{U3})*(102MW) + (FO_{U11} + E_{U11})*(39MW)\} / (8760HRS^{1})(175MW)$$

[1]Adjusted to 8784 for leap years.

Where:
U1 = Unit 1 of McKee Run U2 = Unit 2 of McKee Run
U3 = Unit 3 of McKee Run U11 = VanSant 11
FO = Forced Outages (in Hours)

E = Equivalent De-rate (in Hours) = (Number of MW that the unit is de-rated multiplied by the duration in hours of de-rating) / Unit normal capacity in MW)

If an outage event of significant duration is extended due to a cause beyond the control or without the fault of Operator, Operator may ask the Dover Management Committee, as established in Article IV of the agreement between Owner and Asset Manager, for a decision as to whether any outage hours may be excluded from the CU calculation.

Notwithstanding the above formula, the parties agree that for the first Operating Year, ending June 30, 2007, Operator shall be entitled to a CU bonus of sixty thousand dollars ($60,000).

2. Effective Date. This Amendment shall be effective July 1, 2007.

3. 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 Agreement shall be read so as to give effect to the intent of the parties as manifest in this Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment to the 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:	Name: Tom DeNova
Title:	Title: President & CEO