

SERVICE AGREEMENT

This Agreement is entered into on this ___ day of January, 1999, by and between _____ ("Customer") and Consolidated Edison Company of New York, Inc. ("Con Edison"). In consideration of the mutual covenants and agreements herein, Customer and Con Edison (the "Parties") hereby agree as follows:

Article 1. Service.

1.1 Con Edison agrees, during the term of this Agreement, to sell electric energy and/or capacity to Customer, and Customer agrees to pay for such sale, in accordance with Con Edison's Electric Tariff Rate Schedule No. 2 for the Wholesale Sale of Electricity at Market-Based Rates ("Tariff") on file with the Federal Energy Regulatory Commission ("FERC").

1.2 The terms and conditions of such service shall be (1) governed by the Tariff, as it exists at the time of this Agreement or as subsequently amended, and (2) agreed upon by Customer and Con Edison with respect to each Transaction. The Tariff as it exists or as subsequently amended is incorporated in this Agreement by reference. The agreed upon terms and conditions for each Transaction shall be memorialized in a Transaction Memorandum, each of which shall become an exhibit to this Service Agreement.

1.3 In executing this Agreement, neither Con Edison nor Customer commits to enter into any individual Transaction.

1.4 The first sentence of Section 8.3 of the Tariff

shall be deleted and replaced with the following.

For breach of any provision for which a remedy or measure of damages is expressly provided in the Service Agreement, the liability of the defaulting Party shall be limited as set forth in such provision and all other damages are waived. If no remedy or measure of damages is expressly provided for a breach of this Service Agreement, the liability of the defaulting Party shall be limited to direct damages and all other damages are waived. Under no circumstances shall either Party, or its directors, officers, employees, affiliates, agents, or representatives be liable to the other Party for special, indirect, consequential, punitive, or incidental damages arising out of the performance or non-performance of any obligation under this Service Agreement.

Article 2. Effective Date and Term of Agreement.

2.1 This Agreement shall become effective on the date first stated above. However, if FERC or any reviewing court imposes any condition, limitation, or qualification under any of the provisions of the Federal Power Act ("FPA") which, individually or in the aggregate, Con Edison determines to be adverse to Con Edison, then Con Edison may, at its option, terminate or renegotiate the terms of this Agreement in light of such FERC or court action. Each Party will use its best efforts to take, or cause to be taken, all actions requisite to obtain the necessary approvals so that this Agreement shall become effective as provided herein at the earliest practicable date.

2.2 This Agreement shall remain effective until terminated by either Party on thirty (30) days written notice.

Article 3. Notice.

3.1 Any notice given pursuant to this Agreement or the Tariff shall be in writing and delivered to the following:

If to Con Edison:

Consolidated Edison Company
of New York, Inc.
4 Irving Place
New York, New York 10003
Attention: Vice President, Energy Management

If to Customer:

3.2 The names and address for notice to either Party may be changed at any time by written notice to the other Party.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials as of the date first above written.

**CONSOLIDATED EDISON COMPANY
OF NEW YORK, INC.**

By: _____

By: _____

Title: Executive
Vice President

Title: _____