

\_\_\_\_\_, 2008

Consolidated Edison Company of New York, Inc.  
4 Irving Place  
New York, NY 10003

Re: Confidentiality Agreement

Gentlemen:

In connection with our proposed development of a large Generating Facility or a Merchant Transmission Facility or a capability addition to an existing Generating Facility or Merchant Transmission Facility, as such terms are defined in the New York Independent System Operator, Inc. Open Access Transmission Tariff, (the "Project"), you are furnishing us with certain information concerning your business, including, but not limited to, system descriptions, equipment specifications, diagrams, schematics, design specifications, operating procedures and other information and data relating to your electric transmission and distribution systems, that is either non-public, confidential or proprietary in nature (the "Information"). In consideration of your furnishing us with the Information, we agree as follows:

1. The Information shall be kept confidential and shall not, without your prior written consent, be disclosed by us, our agents, employees or professional advisors, in any manner whatsoever, in whole or in part, and shall not be used by us, our agents, employees or professional advisors other than in connection with the Project. Moreover, we agree to transmit the Information only to our agents, employees and professional advisors who need to know the Information for that purpose and who are informed by us of the confidential nature of the Information and who shall agree to be bound by the terms and conditions of this agreement. In any event, we shall be responsible for any breach of this agreement by our agents, employees or professional advisors.

2. We shall keep a record of the location of the Information. The Information will be returned to you immediately upon your request and that portion of the Information which consists of analyses, compilations, studies or other documents or records prepared by us, our agents, employees or professional advisors, will be destroyed.

3. The provisions of this agreement shall not apply to, and the term "Information" shall exclude, information generally available to the public, information rightfully obtained from other sources, and information previously known to us (and all analyses, compilations, studies or other documents prepared by us, our agents, employees or professional advisors, which are based on that information).

4. We acknowledge and agree that disclosure or misuse of the Information in violation of this agreement may result in irreparable harm to you, the amount of which may be difficult to ascertain and which could not be adequately compensated by monetary damages, and that therefore you are entitled to specific performance and/or injunctive relief to enforce compliance by us, our agents, employees and professional advisors with the terms of this agreement. Such right shall be in addition to the remedies otherwise available at law and in equity, including monetary damages. We agree to waive (and to cause our agents, employees and professional advisors to waive) any requirement that you furnish any bond or other security in connection with your application for, and obtaining of, any such injunctive or other equitable relief.

5. This agreement contains the entire agreement of the parties with respect to its subject matter, shall be construed in accordance with New York law applicable to agreements made and to be performed in New York, and cannot be changed or terminated orally.

Sincerely yours,

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_