

CENTRAL HUDSON GAS & ELECTRIC CORP.
CONSOLIDATED BILL
BILLING SERVICES AGREEMENT

This Agreement sets forth the terms and conditions under which Central Hudson will provide rate ready billing service to and purchase accounts receivable from energy services companies for the energy services companies' charges to retail customers for natural gas and/or electricity supply.

This Agreement shall be effective as of _____, __ 200__, (the "Effective Date") by and between Central Hudson Gas & Electric Corporation ("Central Hudson"), having its principal place of business at 284 South Avenue, Poughkeepsie N.Y. 12601, and _____, a _____ corporation having its principal place of business at _____, (the "ESCO"). Central Hudson and the ESCO are individually referred to herein as a "Party" and collectively as the "Parties".

WITNESSETH

Whereas, pursuant to rules, regulations and orders of the New York State Public Service Commission (the "PSC"), Central Hudson has implemented a retail access program by which Central Hudson's natural gas and electric retail customers may purchase natural gas and/or electricity supply from a supplier other than Central Hudson; and

Whereas, any customer purchasing natural gas and/or electricity supply from a supplier other than Central Hudson must purchase delivery service from Central Hudson for that commodity; and

Whereas, the ESCO is engaged in the business of selling natural gas and/or electricity supply to retail customers of Central Hudson pursuant to Central Hudson's retail access program; and

Whereas, the ESCO and Central Hudson desire to establish the terms and conditions respecting the billing of the ESCO's natural gas and/or electricity supply customers for such supply and for the delivery service charges of Central Hudson in a consolidated manner by Central Hudson ("Consolidated Billing").

NOW, THEREFORE, in consideration of the mutual representations, warranties and agreements contained herein, and intending to be legally bound hereby Central Hudson and the ESCO agree as follows:

I. TERM

This Agreement shall commence as of the Effective Date, and shall remain in effect until terminated in accordance with the terms contained herein.

II. REPRESENTATION, WARRANTY AND COVENANT OF THE ESCO

The ESCO hereby represents and warrants to Central Hudson that the ESCO possesses all legal authority necessary to engage in the business of selling natural gas and/or electricity supply to the retail delivery service customers of Central Hudson, including but not limited to any and all authorizations and approvals required by the PSC, and the ESCO hereby covenants that the ESCO shall promptly notify Central Hudson in the event such authority of the ESCO is terminated, limited or diminished for whatever reason.

III. GENERAL CONDITIONS

1. Central Hudson shall have no obligations under this Agreement unless the ESCO demonstrates to Central Hudson that the ESCO has the capability to exchange with Central Hudson, via the Electronic Data Interchange (“EDI”) protocols established by the PSC, customer billing and other information necessary to carry out the transactions contemplated by this Agreement.
2. The ESCO shall make Consolidated Billing services available to all of the ESCO’s natural gas and electricity supply customers who use Central Hudson’s delivery services for such supply.
3. Central Hudson and the ESCO hereby agree that the terms and conditions set forth in this Agreement shall be subject to and be supplemented by all rules, regulations and orders of the PSC, as the same may be modified from time to time, governing the transactions contemplated hereby including but not limited to the following: (1) Order Establishing Uniform Retail Access Billing and Payment Processing Practices issued and effective May 18, 2001 in Case 99-M-0631; (2) Order Resolving Petitions for Rehearing issued and effective March 14, 2002 in Case 99-M-0631; (3) Order Relating to Implementation of Chapter 686 of the Laws of 2003 and Pro-ration of Consolidated Bills issued and effective June 20, 2003 in Case 99-M-0631; and (4) Order on Petitions for Rehearing and Clarification issued and effective July 15, 2004 in Case 98-M-1343. In the event of any conflict between the terms and conditions of this Agreement and any rule, regulation or order of the PSC governing the transactions contemplated hereby, such rule, regulation or order of the PSC shall govern.

IV. ESCO RESPONSIBILITIES - GENERAL

1. The ESCO shall identify by name and Central Hudson account number each ESCO customer that is to receive a Consolidated Bill from Central Hudson and provide this information to Central Hudson no later than ten (10) calendar days prior to the customer’s next scheduled meter read date. The ESCO shall use EDI transaction 814-Change and/or Enroll for this purpose.
2. The ESCO shall provide to Central Hudson, no less than four (4) business days prior to their effective date, any rates or prices required to calculate the ESCO’s charges to a customer previously identified to Central Hudson in accordance with item 1, above. Business days are any weekdays other than those observed as holidays by Central Hudson.
 - A. Price information shall be provided in a non-EDI format.

B. Price information shall be provided as a single rate, in \$/CCF or \$/kWh and must include any applicable revenue taxes. Not more than two (2) rates shall be applicable to the ESCO's provision of gas supply service and not more than two (2) rates shall be applicable to the ESCO's provision of electricity supply service to any single customer during that customer's billing period. Central Hudson shall prorate the billing based on the effective dates of the rates provided by the ESCO. Central Hudson shall not be obligated to provide interval pricing under this Agreement.

Appendix A attached hereto provides the format to be used by the ESCO to advise Central Hudson of price changes and new rate classes.

C. The ESCO shall be responsible for the payment and reporting of any taxes billed to the ESCO's customers under this Agreement.

3. The ESCO shall have no right to any payments from customers for charges billed by Central Hudson under this Agreement. The ESCO shall send to Central Hudson, within one business day of receipt, any and all payments by customers that are received by the ESCO in payment of charges that have been billed by Central Hudson on a Consolidated Bill. The ESCO hereby appoints Central Hudson as the ESCO's true and lawful attorney to endorse on behalf of the ESCO any and all instruments payable to the ESCO or to the ESCO's order intended as payment for charges billed to customers in accordance with this Agreement and hereby authorizes Central Hudson to collect the value of any such endorsed instruments for the benefit of Central Hudson.

V. CENTRAL HUDSON RESPONSIBILITIES - GENERAL

1. Central Hudson shall render a Consolidated Bill showing Central Hudson's delivery service charges and natural gas and/or electricity supply charges separately from the ESCO's charges for natural gas and/or electricity supply service.

A. Central Hudson shall perform cycled meter readings in accordance with its usual practices as the same may be changed by Central Hudson from time to time. The Consolidated Bill shall be issued in accordance with the established meter reading cycle for the applicable account. Bills will be rendered when the customer's meter reading is determined by Central Hudson to be acceptable for billing purposes.

B. Central Hudson shall calculate the ESCO's natural gas and electricity supply charges using the customer's metered usage and the rate provided by the ESCO under Section IV (2) above. In the event an actual meter reading cannot be obtained, Central Hudson shall estimate the customer's consumption for billing purposes in accordance with applicable PSC regulations.

C. For each Consolidated Bill issued by Central Hudson, except bills issued as a result of Central Hudson's application of its cancellation and rebilling procedures, the ESCO shall pay Central Hudson a Billing Services Fee in the amount set forth in the Central Hudson's gas and electric tariffs.

2. Central Hudson shall provide electronically to the ESCO, meter readings (customer usage) and billing information in the format prescribed for EDI transactions 867 and 810 within two (2) business days after rendering a Consolidated Bill to a customer.
3. Central Hudson shall collect and process customer payments in accordance with this Agreement and the applicable rules, regulations and orders of the PSC.
4. Central Hudson shall, at the request of the ESCO, include on the Consolidated Bills a Bill Message of up to 480 characters subject to the following conditions;
 - A. The Bill Message is received by Central Hudson not later than fifteen (15) business days prior to the commencement of the billing cycle.
 - B. The Bill Message is provided in the form shown in Appendix B hereof.
 - C. Central Hudson shall have the right to refuse to include a Bill Message in the event Central Hudson has a reasonable objection to the content of the requested Bill Message. Central Hudson shall promptly notify the ESCO of any such objection.
 - D. The same Bill Message shall be printed on all bills rendered by Central Hudson containing the ESCO's charges. No personalized or customer-specific Bill Messages shall be permitted.
 - E. The Bill Message shall remain on the Consolidated Bills until the ESCO requests that it be changed or discontinued provided the ESCO makes such request not less than fifteen (15) business days prior to the start of a subsequent billing cycle.

VI. BILL INSERTS

Central Hudson shall include a bill insert in the Consolidated Bill at the request of the ESCO subject to the following conditions:

1. The ESCO shall pay Central Hudson a fee per insert in accordance with Central Hudson's billing vendor contract for such service. No charge shall be made for inserts required by law or regulation, however, the ESCO shall reimburse Central Hudson for any incremental postage cost incurred by Central Hudson resulting from the inclusion of such inserts in the Consolidated Bill.
2. Central Hudson shall not be responsible for bill insert costs incurred by the ESCO including, but not limited to, costs incurred prior to obtaining Central Hudson's approval of proposed bill inserts.
3. The ESCO shall submit samples of bill inserts for Central Hudson's approval to Director of Retail Choice Programs, Central Hudson Gas & Electric Corporation, 284 South Avenue, Poughkeepsie, New York 12601.
4. Central Hudson may refuse to include a bill insert in the event Central Hudson has a reasonable objection to the content of the requested bill insert. Central Hudson shall promptly notify the ESCO of any such objection.
5. Approved bill inserts must be delivered, freight pre-paid, by the ESCO or on its behalf to Central Hudson's billing vendor, no less than five (5) business days prior to the date the ESCO wishes the inserting to begin.

6. The ESCO shall be responsible for compliance, at its sole cost and expense, with all formatting requirements of Central Hudson and Central Hudson's billing vendor.
7. The ESCO shall specify the time period during which the bill insert is to be used and shall be solely responsible for providing a sufficient supply of the bill inserts for the time period selected. Central Hudson shall have no responsibility to make copies of bill inserts or otherwise arrange to cover a supply shortage.
8. Central Hudson shall have no obligation to store bill inserts for more than a reasonable time in advance of the time at which the ESCO has requested that the bill inserts be included with a Consolidated Bill.
9. Central Hudson shall have no obligation to return or store any supply of bill inserts beyond the time during which the bill insert is included in the Consolidated Bills and shall have the right to dispose of any such excess supply in any manner and at any time in the exercise of Central Hudson's sole judgment.

VII. SPECIAL CIRCUMSTANCES AND SITUATIONS

1. Amounts due from customers to the ESCO arising from service provided by the ESCO prior to the initiation of Consolidated Billing shall not be included in the Consolidated Bills rendered under this Agreement.
2. Amounts paid by customers in connection with Central Hudson's operation of its program known as "The Good Neighbor Fund" (the "GNF") shall be retained by Central Hudson and applied to the GNF. Such amounts shall not be considered payments to the ESCO or to Central Hudson for service. Amounts paid by customers in excess of the total amount due for ESCO and Central Hudson services shall, up to the then current per payment limit on customer contributions to the GNF, be considered GNF contributions unless the customer's account is designated "No GNF" in Central Hudson's records.
3. Charges on Consolidated Bills related to the ESCO's activities shall be limited to the ESCO's charges for natural gas and/or electricity supply. Central Hudson shall have no obligation to include in the Consolidated Bill any charges of the ESCO except the charge for the commodity of natural gas and/or electricity. Charges of the ESCO that shall be excluded from Consolidated Bills include, but are not limited to, charges for deposits and non-commodity services such as energy efficiency services, base or minimum charges, and termination fees.
4. The ESCO is strictly prohibited hereby from adding unauthorized charges to customer bills ("cramming").
5. Central Hudson shall have no obligation to provide any separate statements regarding the taxes applicable to the ESCO's charges.
6. Central Hudson shall have the right to cancel Consolidated Bills that it has issued and to re-bill or back bill customers based on actual meter readings or estimated usage and demand under Central Hudson's billing procedures.
7. The format of the Consolidated Bill shall comply with the relevant rules, regulations and orders of the PSC as the same may be modified from time to time.
8. In the event of any suspension or termination of this Agreement, (a) the ESCO shall remain liable to pay Central Hudson for all services rendered by Central Hudson prior to the time of suspension or termination of this Agreement, and (b)

the ESCO shall remain liable to reimburse Central Hudson for adjustments in customer payments due to Central Hudson's cancellation and rebilling of the ESCO's customer accounts originally billed during the period this Agreement was in effect.

9. The ESCO shall be liable for and shall timely pay any and all taxes arising from the ESCO's business operations, and shall indemnify, and hold harmless Central Hudson from and against any and all liabilities, claims, demands, judgments, causes of action, costs, expenses, fines, penalties and fees (including reasonable attorneys and expert witness fees) arising or alleged to have arisen, whether directly or indirectly, as a result of the ESCO's failure to timely pay any tax obligation arising from the ESCO's business operations. The failure by the ESCO to fulfill any obligation of the ESCO pursuant to this paragraph shall specifically be deemed a breach of a material term or condition of this Agreement.

10. Central Hudson shall have the right to impose late payment fees and other fees, such as returned check fees, in accordance with its filed tariffs. Payments for such fees shall be retained by Central Hudson.

11. If accounts included in a summary bill are enrolled for Consolidated Billing service, Central Hudson shall have the right to remove such accounts from the summary bill and return them to their normal billing cycle.

12. The ESCO shall pay to Central Hudson a processing fee in the amount of \$5.00 for each account re-billed by Central Hudson at the request of the ESCO ("Re-Billing Services Fee"). Written notice by the ESCO to Central Hudson for re-billing must be received within twenty (20) calendar days of the original billing date. The written notice must include a list by Central Hudson's customer account number of the accounts to be re-billed and shall be used as the basis for the Re-Billing Services Fee. Any differences in customer charges resulting from such re-billing will be settled in the next semi-monthly payment by Central Hudson.

13. Any changes to a customer's status with respect to Consolidated Billing must be provided to Central Hudson by the ESCO. Central Hudson shall have no obligation to initiate or terminate Consolidated Billing at the request of a customer.

14. In the event of non-compliance with any term or condition of this Agreement by the ESCO, in addition to all other remedies available at law, in equity and as provided in this Agreement, Central Hudson shall have the right, upon written notice to the ESCO, to refuse to provide Consolidated Billing with respect to any additional customers of the ESCO under this Agreement should the ESCO fail to cure the ESCO's non-compliance within fifteen (15) calendar days of the mailing of such notice by Central Hudson.

VIII. PURCHASE OF ESCO RECEIVABLES

1. The ESCO shall sell to Central Hudson, and Central Hudson shall purchase from the ESCO, the amounts included in Consolidated Bills related to the ESCO's provision of natural gas and/or electricity supply to customers, discounted by an amount specified in Central Hudson's electric and gas tariffs (the "ESCO Receivables")

- A. Except as otherwise provided for herein, Central Hudson's purchase of the ESCO Receivables shall be without recourse to the ESCO for amounts unpaid by customers.
 - B. Payment to the ESCO for the ESCO Receivables shall be made semi-monthly by Central Hudson, not later than five (5) business days after the completion of the fifth and fifteenth billing batches as so identified according to Central Hudson's customary billing practices.
 - C. Each payment to the ESCO for the ESCO Receivables shall be made, at Central Hudson's option, either by electronic funds transfer to an account specified by the ESCO or by check drawn on a local bank.
 - D. With respect to any and all amounts owing by the ESCO to Central Hudson arising out of the transactions contemplated by this Agreement, including but not limited to fees and charges provided for herein, Central Hudson shall have the option to either satisfy such payment obligation of the ESCO by offset against the amount payable by Central Hudson to the ESCO for the ESCO Receivables or to render an invoice to the ESCO for such amounts. The ESCO shall pay any such invoice within twenty (20) calendar days of the date thereof.
 - E. If any customer pays an amount that is less than the amount due for natural gas and/or electricity supply provided by the ESCO but is sufficient to end the suspension of service to that customer pursuant to Public Service Law Section 32(5)(d), Central Hudson shall deduct the difference between the payment received and the full amount owed from the next scheduled payment by Central Hudson to the ESCO. Central Hudson shall process an EDI 248 transaction in connection therewith.
 - F. If the ESCO disputes any amount remitted by Central Hudson to the ESCO with respect to the ESCO Receivables, the ESCO shall notify Central Hudson in writing, including a detailed explanation of the basis for the ESCO's dispute, no later than thirty (30) days after the original payment by Central Hudson was made.
 - G. If Central Hudson receives a notice from a customer disputing charges for natural gas and/or electricity supply provided by the ESCO, Central Hudson shall notify the ESCO of such dispute and suspend collection of the disputed amount. If such dispute is not resolved by the ESCO within thirty (30) days of such notice to the ESCO, Central Hudson shall deduct the disputed amount from a subsequent payment to the ESCO for the ESCO Receivables. Central Hudson shall credit the ESCO for any subsequent full or partial payments by the customer of the disputed amount. The ESCO shall promptly notify Central Hudson of the terms and conditions of any resolution of the customer's dispute.
2. The ESCO hereby represents and warrants to Central Hudson that the amounts included in Consolidated Bills related to the ESCO's provision of natural gas and/or electricity supply to customers are not subject to and will remain free from any and all claims adverse to Central Hudson, liens, encumbrances, security interests, restrictions, transfers, pledges, sales and assignments and that the ESCO shall, without further consideration and at the ESCO's expense, use all

commercially reasonable efforts to take or cause to be taken, any action, including the execution and delivery of instruments and documents, reasonably requested by Central Hudson to establish a first priority perfected security interest in favor of Central Hudson in the amounts included in Consolidated Bills related to the ESCO's provision of natural gas and/or electricity supply to customers. The failure by the ESCO to fulfill any obligation of the ESCO pursuant to this paragraph shall specifically be deemed a breach of a material term or condition of this Agreement.

With the execution of this Agreement, ESCO hereby grants to Central Hudson a first lien and security interest in all of ESCO's right, title and interest in and to any and all now existing or hereafter created or acquired accounts of the ESCO or amounts due therefrom arising out of or in connection with the sale of natural gas and/or electricity by ESCO to its customers and for which a consolidated bill has or will be issued to such customer by Central Hudson Gas & Electric Corporation together with the proceeds therefrom and any deposits made thereon. At the request of Central Hudson, ESCO will execute, obtain and deliver or cause to be executed and delivered to Central Hudson such further instruments and documents, including additional security agreements, Uniform Commercial Code financing statements, amendments or continuations thereof and subordination agreements as in the opinion of Central Hudson are necessary to create, preserve, perfect, record or validate Central Hudson's security interest or the priority thereof in the above stated collateral and to effectuate the provisions or purposes of this Agreement. ESCO hereby authorizes Central Hudson to record and/or file financing statements, UCC-1's, UCC-3's, amendments and/or continuations thereof against ESCO in favor of Central Hudson with respect to the collateral, without Debtor's signature and without any further act of or notice to the ESCO with the New York Secretary of State, Delaware Secretary of State and any other applicable and/or necessary Federal, State or municipal agency to create, perfect, record, validate and/or continue the security interest and first lien position of Central Hudson Gas & Electric Corporation as set forth in this Agreement. All costs, fees and expenses associated with the recording and/or filing of said financing statements, amendments, continuations and/or subordinations shall be paid for by ESCO."

IX. ENERGY SWITCH PROGRAM PARTICIPATION

ESCOs choosing to participate in Central Hudson's Energy Switch program, approved by the Public Service Commission in Case 05-M-0332, must agree to all of the terms and conditions outlined in Appendix E, and sign the Supplemental Agreement attached as Appendix E-1.

X. TERMINATION

1. The ESCO shall have the right to terminate this Agreement only upon sixty (60) days written notice to Central Hudson.
2. Central Hudson shall have the right to immediately terminate this Agreement (1) upon the breach by the ESCO of any material term or condition hereof, (2) for any reason provided for in any rule, regulation or order of the PSC, (3) if Central Hudson ceases to offer the services provided to the ESCO hereunder to all suppliers of natural gas and/or electricity supply to Central Hudson's delivery service customers, or (4) if Central Hudson is no longer obligated, for whatever reason, by the rules, regulations or orders of the PSC to provide the services described herein and contemplated hereby .
3. This Agreement shall terminate upon the issuance of any order or decree directing same by any governmental entity of competent authority.

XI. LIMITATION OF LIABILITY

Central Hudson's total cumulative liability to ESCO for all claims of any kind, whether based upon contract, tort (including negligence and strict liability) or otherwise for any loss, injury, or damage connected with, or resulting from, this Agreement or the services rendered hereunder shall not exceed the sum of the Billing Services Fees billed to and paid by ESCO, applicable only to the most recently issued bill on all customer accounts. In no event shall Central Hudson be liable to ESCO for any and all special, indirect, incidental, penal, punitive or consequential damages of any kind including but not limited to lost profits or revenues and expenses involving cost of capital. ESCO shall indemnify and hold harmless Central Hudson, its directors, officers, and employees from and against any and all actions, charges, complaints, proceedings, claims, damages, penalties, costs, expenses and fines resulting, whether directly or indirectly, from billing errors caused by untimely or inaccurate information provided to Central Hudson by the ESCO.

XII. FORCE MAJEURE

Any delay in or failure of performance of any of the duties or obligations of either Party hereto, other than the payment of monies, shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay was caused by or is the result of any occurrence beyond the reasonable control of a Party that causes such party to be delayed in or prevented from performing or carrying out any of its obligations under this Agreement and which, by the exercise of due diligence, that Party is unable to prevent, avoid, mitigate or overcome, including any of the following: any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, ice, explosion, order, failure of an outside service provider, regulation or restriction imposed by governmental, military or lawfully established civilian authorities provided that a Force Majeure event shall not include lack of finances or change in market conditions. The Party so affected shall give prompt written notice to the other Party of such cause and shall take whatever reasonable steps are necessary to relieve the affect of such cause as rapidly as practicable.

XIII. APPLICABILITY

All of the terms of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. The ESCO shall not assign or transfer any of the ESCO's rights, interests or obligations under this Agreement without the prior written consent of Central Hudson (which consent shall not be unreasonably, withheld, delayed or conditioned). The ESCO shall promptly notify Central Hudson of any change in its legal status, name, state of incorporation or other formation, registration with the PSC, or other fact material to its business as an energy services company.

XIV. CENTRAL HUDSON'S RATES, SERVICE, POLICIES AND PROCEDURES

Central Hudson shall have the right to at any time propose and file with the PSC such changes to the rates, terms and conditions of service set forth in its rate schedules and operating procedures as Central Hudson, in its sole judgment, determines are desirable, including changes that may affect the services provided by Central Hudson hereunder. Upon approval or other favorable disposition by the PSC, such amendment or modification will become effective with respect to service hereunder on the date specified by the PSC or as provided in Central Hudson's operating procedures. Central Hudson shall also have the right to adopt changes to its security requirements and the ESCO shall forthwith comply with those changes.

XV. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all previous understandings between the parties with respect to the subject matter hereof. The terms and conditions of this Agreement shall not be deemed nor construed to be an amendment to or modification of any term or condition of any other agreement between the Parties; it being expressly agreed that the terms and conditions of any and all other agreements between the Parties shall not be affected by this Agreement. No modification or waiver of all or any part of this Agreement will be valid unless in writing and signed by the Parties. Any waiver will be effective only for the particular event for which it is issued and will not be deemed a waiver with respect to any subsequent performance, default or matter.

XVI. CONFIDENTIAL INFORMATION

The ESCO agrees that it shall strictly maintain the confidentiality of all information and data disclosed by Central Hudson hereunder or in the performance of this Agreement by Central Hudson, which is designated by the Central Hudson as confidential information. The ESCO agrees that any and all information relating to Central Hudson's business, operations, customers, employees and any assets is confidential information and shall not be disclosed by the ESCO to any third party. The ESCO agrees that the terms and conditions of this Agreement in its entirety shall be considered confidential information and subject to the terms and conditions of this paragraph.

XVII. NO THIRD PARTY BENEFICIARIES

This Agreement is for the benefit of the Parties hereto and nothing in this Agreement is intended to confer upon any other person or entity, except the Parties, any rights or remedies hereunder nor is this Agreement intended to create any third party beneficiary rights in any person or entity.

XVIII. CHOICE OF LAW, JURISDICTION AND VENUE

This Agreement shall be interpreted and enforced in accordance with the laws of the State of New York (regardless of the laws that might otherwise govern under applicable principles of conflicts of law). Each Party agrees that any legal action or proceeding arising under or relating to this Agreement shall be brought in a court of the State of New York. Each Party hereby agrees to consent to the personal jurisdiction of the courts of the State of New York in any legal action or proceeding concerning this Agreement or the transactions contemplated hereby. Each Party agrees to accept service of process by mail in any such action or proceeding in accordance with applicable New York State law. The method of serving process, however, shall not be limited by this Agreement to service by mail.

XIX. MODIFICATION

This Agreement and any provision thereof shall not be superseded, modified, amended, waived, or otherwise changed except by in a writing signed by the duly authorized representatives of both Parties.

XX. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

XXI. SEVERABILITY

If any provision, term or condition of this Agreement shall be determined by an administrative agency or court of competent jurisdiction to be invalid or unenforceable, the Parties shall use reasonable commercial efforts to negotiate in good faith to make such equitable adjustments to this Agreement as may be appropriate so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner but the remainder of this Agreement shall continue in full force and effect.

XXII. WAIVER

No failure on the part of any Party to exercise, nor any delay by any Party in exercising, any right hereunder shall operate as waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

XXIII. HEADINGS

The paragraph headings contained in this Agreement are provided solely for the reference convenience of the Parties and shall not in any way affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered by their duly authorized representatives.

Central Hudson Gas & Electric
Corporation
By: _____
Name: _____
Title: _____
Date: _____

[Name of ESCO]
By: _____
Name: _____
Title: _____
Date: _____