**PUBLIC**

RESTATED AND AMENDED

FACILITIES AGREEMENT

ByandBetween

CONSOLIDATEDEDISONCOMPANYOFNEWYORK,INC.

And

CENTRALHUDSONGAS&ELECTRICCORPORATION

DatedasofFebruary 2, 2016

TABLEOFCONTENTS

ARTICLEI

Definitions

SECTION1.01.Definitions 6

ARTICLEII

General

SECTION2.01.CompliancewithLawsandGoodUtilityPractice 10

SECTION2.02.Information 10

SECTION2.03.ISOResponsibilities 10

ARTICLEIII

Rights,Obligationsand Responsibilities

SECTION 3.01. Design, Permitting, and ConstructionResponsibilities…………… 11

[SECTION3.02. Ownership 13](#_TOC_250003)

SECTION3.03. InterconnectionoftheSecondTie 14

[SECTION3.04. OperationandMaintenance 15](#_TOC_250002)

SECTION3.05. RevenueMetering 16

SECTION3.06. CostReimbursement 16

ARTICLEIV

BillingProcedures

SECTION4.01. BillingProcedures 17

SECTION4.02. BillingDisputes 18

ARTICLEV

MiscellaneousProvisions

SECTION5.01. EffectivenessandTerm 18

[SECTION5.02. ForceMajeure 19](#_TOC_250001)

SECTION5.03. Confidentiality 20

SECTION5.04. Assignment;NoThirdPartyBeneficiaries 21

[SECTION5.05. IndependentContractorStatus 22](#_TOC_250000)

SECTION5.06.Notices 22

SECTION5.07.AmendmentandModification;Extension;Waiver 23

SECTION5.08.GoverningLaw 24

SECTION5.09.Counterparts 24

SECTION5.10.Interpretation 24

SECTION5.11.DisputeResolution 24

SECTION5.12.JurisdictionandEnforcement 25

SECTION5.13.EntireAgreement 25

SECTION5.14.Severability 25

SECTION5.15.IndemnificationandLimitationofLiability 26

SECTION5.16.AuditingofAccountsandRecords 26

SECTION5.17 RegulatoryRequirements 26

**SCHEDULES**

Schedule3.0l(a) (i) (l)

Schedule3.0l(a) (ii)

EquipmentContainedintheSecondTie

Equipment Specifications

**ANNEXES**

Annex I

Plot Planof the Substations

Annex II

One-Line Diagram

**RESTATED AND AMENDED FACILITIESAGREEMENT**

This**RESTATED AND AMENDED FACILITIESAGREEMENT**(includingallSchedulesandAnnexeshereto,this"Restated Agreement")datedasofFebruary 2, 2016byandbetweenCONSOLIDATEDEDISONCOMPANYOFNEWYORK,INC.,aNewYorkcorporation("ConEdison"),andCENTRALHUDSONGAS&ELECTRICCORPORATION,aNewYorkcorporation("CentralHudson", andcollectivelywithConEdison,the"Parties"),

**WITNESSES**

**WHEREAS**,CentralHudsonandConEdisonarepartiestoa FacilitiesAgreementdatedDecember6,1990(the"1990Agreement");

**WHEREAS**,inaccordancewiththe1990Agreement,thePartieshaveinterconnectedandoperatetheirsubstationsat EastFishkillviaanelectricaltie("FirstTie"),consistingofcertainbuswork,atransformer,andassociatedequipment;

**WHEREAS,**Central Hudson and Con Edison are parties to a Facilities Agreement dated February 8, 2010 (the "2010 Agreement");

**WHEREAS**, pursuant to the 2010 Agreement, CentralHudsonconstructedasecondelectricaltie("SecondTie")betweentheParties'EastFishkillsubstationswhich operatesonastandbybasis;

**WHEREAS**,the2010 Agreement did not properly identify the Operating and Maintenance (“O&M”) costs that would be the responsibility of Central Hudson,

**WHEREAS**the Partiesdesiretocorrectly identify the O&M costs that are the responsibility of Central Hudson.

**NOW,THEREFORE**,in consideration of the mutual representations, covenants and agreements hereinafter set forth, and intending to be legally bound hereby, the Parties hereto agree as follows:

**ARTICLEIDEFINITIONS**

**SECTION1.01.Definitions.**

ThecapitalizedtermsusedinthisRestated Agreementshallhavethefollowingmeanings:

“**ApplicableLegalRequirements**"shallhavethemeaningsetforthinSection2.01(b).

"**CentralHudson**"shallhavethemeaningsetforthinthePreamble.

"**CentralHudsonEquipment**"meanstheportionoftheSecondTiethat is locatedintheCentralHudsonSubstationandontheEasementArea,includinga115/345kVtransformer,two345kVcircuitbreakers,a345kVdisconnectswitch,associatedbusworkandrelatedequipment.

"**CentralHudsonSubstation**"meanstheelectricsubstationthatCentralHudsonownsinEastFishkilladjacenttotheConEdisonSubstation.

"**ConEdison**"shallhavethemeaningsetforthinthePreamble.

"**ConEdisonEquipment**"meansa345kVdisconnectswitch,associatedbuswork,relays,meteringandrelatedequipment,whichis locatedontheTemporaryEasementAreaorelsewhereintheConEdisonSubstation.

"**ConEdisonSubstation**"meansthe345kVelectricsubstationthatConEdisonownsinEastFishkilladjacenttotheCentralHudsonSubstation.

"**Confidential Information**"shallhavethemeaningsetforthinSection5.03(a).

"**ConveyanceDate**"meansthedateonwhichownershippoftheConEdisonEquipmentistransferredfromCentralHudsontoConEdisonpursuanttoSection3.02(c).

"**DisclosingParty**"shallhavethemeaningsetforthinSection5.03(a).

"**EasementAgreement**"meanstheeasementagreement,datedasofFebruary 8, 2010,betweenConEdisonandCentralHudsonthatgrants(i)CentralHudsonaccesstoanduseof theEasementAreaand(ii)accesstotheTemporaryEasementAreaforpurposesofconstructingtheSecondTie.

"**EasementArea**"meansthepropertywithintheConEdisonSubstationencompassedbythepermanenteasementunderthe EasementAgreementandonwhichCentralHudsonEquipmentinstalleda345kVcircuitbreakerandrelatedequipmentandbuswork,asdepictedontheplotplanincludedas AnnexItothisAgreement.

"**Environmental Laws**"meansallcurrentandfuturefederal,state,localandforeignlaws (includingcommonlaw),treaties,regulations,rules,ordinances,codes,decrees, ·judgments,directives,orders(includingconsentorders),andNewYorkStateDepartmentofEnvironmentalConservationTechnicalAdministrativeGuidanceMemorandaandotherguidancedocumentsissuedorpublishedbyanyGovernmentalAuthority,ineach case,relatingtopollution,protectionoftheenvironment,naturalresourcesorhumanhealthandsafety,includinglawsrelatingtothepresence,Releaseof,orexposureto,HazardousSubstances,orotherwiserelatingtothegeneration,manufacture,processing,distribution,use,treatment,storage,transport,recyclingorhandlingof,orarrangementforsuchactivitieswithrespectto,HazardousSubstances.

"**EnvironmentalPermits**"meansthepermits,licenses,consents,approvalsandothergovernmentalauthorizationswithrespecttoEnvironmentalLawsrelatingtotheSecondTie.

"**FERC**''meanstheFederalEnergyRegulatoryCommissionoranysuccessorentity.

"**FirstTie**"shallhavethemeaningsetforthinthePreamble.

"**ForceMajeureEvent**"shallhavethemeaningsetforthinSection5.02(a). "**GoodUtilityPractice**"shallhavethemeaningsetforthinSection2.01.

"**GovernmentalAuthority**"meansanyfederal,state,local,domesticorforeigngovernmentoranycourt,administrativeor regulatoryagency,board,committeeorcommissionorothergovernmentalentityorinstrumentality,domestic,foreignorsupranationaloranydepartmentthereof.

"**HazardousSubstances**"means(i)anypetroleum,petroleumproductsorbyproductsandallotherhydrocarbons,petrochemicals,crudeoiloranyfractionthereof,coalash,radongas,asbestos,asbestos-containingmaterial,ureaformaldehyde,polychlorinatedbiphenyls,chlorofluorocarbonsandotherozone-depletingsubstances;and(ii)any

chemical,material,substanceorwaste(includingthermaldischarges)thatisprohibited,limitedorregulatedbyorpursuanttoanyEnvironmentalLaw.

"**Interconnection**"meanstheconnectionbetweentheSecondTieandtheTransmissionSystem.

"**InterconnectionDate**"meansthedateonwhichtheInterconnectionfirstoccurs."**ISO**"meanstheNewYorkIndependentSystemOperatororanysuccessorentity.

"**ISORules**"meanstheISOoperatingprocedures,andmarketrules,aswellasanyotherrules,requirements,andproceduresadoptedbytheISOpursuanttotheISOMarketServicesTariffandISOTarifforotherwisefromtimetotimeineffectandtherelatedISOagreements.

"**ISOTariff**'meanstheISO'sOpenAccessTransmissionTariff,asitisamendedorsuperseded.

"**Law**"meansanystatute,law(includingcommonlaw),treaty,order,judgment, decree,directive,code,ordinance,ruleorregulationorsimilarissuancebyaGovernmentalAuthorityhavingtheeffectoflaw.

"**NERC**"meansNorthAmericanElectricReliabilityCorporationoranysuccessorentity."**NPCC**"meanstheNortheastPowerCoordinatingCounciloranysuccessorentity.**"NYSRC**"meanstheNewYorkStateReliabilityCounciloranysuccessorentity.

"**OperationalPeriod**"meanstheperiodcommencingontheConveyanceDateandextendingthroughtheTerminationDate.

"**Party**"shallhavethemeaningsetforthinthePreamble.

"**Permits**"meansallcertificates,permits,licenses,consents,approvalsandothergovernmentalauthorizations(otherthanEnvironmentalPermits)relatingprimarilytotheSecondTieortheownership,operationorusethereof.

"**PointofInterconnection**"meansthepointatwhichtheSecondTieconnectstotheelectricbusintheConEdisonSubstation.

"**ProtectiveRelayingSystem**"meansthesystemrelatingtotheSecondTie,comprisedofcomponentscollectivelyusedtodetectdefectivepowersystemelementsorotherconditionsofanabnormalnature,initiateappropriatecontrolcircuitactionin response

theretoandisolate theappropriatesystemelementsinordertominimizedamagetoequipmentandinterruptiontoservice.

"**ReceivingParty**"shallhavethemeaningsetforthinSection5.03(a).

"**Release**"meansanyactualorthreatenedrelease,spill,emission,emptying,escape,leaking,dumping,injection,pouring,deposit,disposal,discharge,dispersal,leachingormigrationintotheenvironmentor withinanybuilding,structure,facilityorfixture.

"**Representatives**"shallhavethe meaningsetforthinSection5.03(a).

“**Restated Agreement**" shall have the meaning set forth in the Preamble

"**RTUSystem**"meansthesystem,includingremotetelemetryunitsandcommunicationservices,usedtocommunicateoperationaldatafromtheSecondTietotheConEdisonSubstationandtoConEdison'sEnergyControlCenteratWestEndAvenue

"**SecondTie**"shallhavethemeaningsetforthinthePreamble. “**StandardsofConduct**"shallhavethemeaningsetforthinSection2.02.

"**SwitchingRules**"shallhavethemeaningsetforthinSection3.03(c).

"**SystemIntegrity**"meanstheadequateand reliablestateofoperationoftheTransmissionSystemprovidingelectricservicetocustomerswhopurchasepowerandrelatedservicesdeliveredthroughtheTransmissionSystem.

"**TemporaryEasementArea**"meansthepropertywithintheConEdisonSubstationonwhichtheConEdisonEquipmentis located,asdepictedontheplotplanincludedasAnnexItothisAgreement.

"**TerminationDate**"shallhavethemeaningsetforthinSection5.0l(b).

"**Transmission System**"meansthetransmissionanddistributionassetsowned,controlledoroperatedbyConEdisonfor purposesofprovidingtransmissionserviceanddistributionservice.

**ARTICLEII**

**General**

**SECTION2.01.CompliancewithLawsandGoodUtilityPractice**.

1. **Compliance.**CentralHudsonshalldesignandconstructtheSecondTieinaccordancewithApplicableLegalRequirementsandGoodUtilityPractice. ConEdisonand CentralHudsonshalleachconductallofeachparty'srespectiveoperationsandmaintenance activitiesprescribedbythisAgreementinaccordancewithApplicableLegalRequirements andGoodUtilityPractice.
2. "**ApplicableLegalRequirements**"meansallLaws,includingEnvironmentalLaws,EnvironmentalPermits,andPermits,fromtimetotimeineffectandapplicabletoConEdison,CentralHudson,ortheSecondTie,asapplicable.
3. "**GoodUtilityPractice**"meansanyofthepractices,methodsandactsengagedinorapprovedbyasignificantportionoftheelectricutilityindustryduringtherelevanttimeperiod,oranyofthepractices,methodsandactswhich,intheexerciseofreasonablejudgmentinlight ofthefactsknownatthetimethedecisionwasmade,couldhavebeenexpectedtoaccomplish thedesiredresultatareasonablecostconsistentwithgoodbusinesspractices,reliability,safetyandexpedition. GoodUtilityPracticeisnotintendedtobelimitedtotheoptimumpractice, method,oracttotheexclusionofallothers,butrathertobeacceptablepractices,methods,oractsgenerallyacceptedintheregion. GoodUtilityPracticeshallinclude,butnotbelimitedto,compliancewithApplicableLegalRequirements,thecriteria,rules,andstandardspromulgatedbyNERC,NPCC,NYSRC,andNYISO,astheymaybeamendedfromtimetotime,includingthecriteria,rulesandstandardsofanysuccessororganizations.

**SECTION 2.02.Information**.

EachPartyshall,uponthereasonablerequestoftheotherParty,providesuchotherPartywithinformationthatisreasonablynecessaryforsuchrequestingPartytoperformitsobligationsunderthisRestated Agreementandthat,whenrequestedbyaParty,isnototherwisereasonablyobtainable bysuchPartyfromtheISO.

**SECTION2.03.ISOTariff**.

TheISOisresponsibleforthesafeandreliableoperationoftheNewYorkStatebulkpowersystemandistheprovideroftransmissionservicesthroughoutthestate (including prospectiveserviceovertheSecondTie)inaccordancewiththeISOTariff.ConEdisonshallfilethisRestated AgreementwiththeFERCasaserviceagreementundertheISOTariff.

**ARTICLEIII**

**Rights,Obligations andResponsibilities**

SECTION**3.01.Design,Permitting, andConstructionResponsibilities.**

1. **Design.**
   1. General. AtnoexpensetoConEdison,CentralHudsonand/oritsqualifiedcontractorsshallperformalldesignworkrelatingtotheSecond Tie,asdescribedin(ii)and(iii),below. TheequipmentconstitutingtheSecondTieislistedinSchedule3.0l(a)(i)(l)andshallbeconfiguredasshownontheplotplanandonelinediagramincludedinAnnexesIandIItothisRestated Agreement.
   2. Requirements. TheConEdisonEquipmentshallsatisfythe specificationssetforthonSchedule3.0l(a)(ii),subjecttosuchmodificationsofthosespecificationsasthePartiesmayagreeupon,whichmodificationsshallnotrequiretheamendmentofthisRestated Agreement. ConEdisonshallprovideCentralHudsonwiththerequireddesign basisincluding butnotlimitedtoanynecessaryinformationconcerningtheConEdisonSubstation,includingequipmentconfigurationsandwiringinformationforCentralHudson'suseinthedesign,andConEdison'srequirementsfortheEnvironmentalHealthandSafetyPlan. CentralHudsonwillnotberesponsibleforlatenterrorsindocumentationprovidedbyConEdison,norberesponsibleforerrorsinthe requireddesignbasisprovidedbyConEdison. Inthedesignprocess,the revisionofexistingConEdisondrawingsandthegenerationofanyrequirednewdrawingsshallbecarriedoutbyCentralHudsonusingaConEdisonapprovedCADsystemasdescribedinConEdisonSpecificationCE-PI-2135. ThedrawingsshallbemadetobecompatiblewiththeConEdisonformatandMetaphasedrawinganddatamanagementsystem. Priortocommencing

construction,CentralHudsonshallsubmitthefinaldesignfortheSecondTie(includingthelocationofanyequipmentonConEdison'sproperty)toConEdisonforreviewandapproval,whichreviewandapprovalshallbesolely toconfirmCentralHudson'scompliancewiththetermsofthisAgreement. Within30businessdays,ConEdisonshallreviewtheproposeddesignandnotifyCentralHudsonofConEdison'sapprovalorofchangesthatarerequired. ConEdison'sapprovalofCentralHudson'sdesignwillnotcreateany liabilityforConEdisonarisingfromthedesignsorreleaseCentralHudsonfromanyobligations.

* 1. RelayProtection. CentralHudson'sfieldpersonnelandpersonnelfromConEdison'sProtectiveSystemTestingandRelayProtectionEngineeringdepartmentsshallcoordinatethedesign,installation,andmaintenanceoftherelayprotectionfortheSecondTiewitheachother.

**(b) Permitting.**CentralHudsonand/oritsqualifiedcontractorsshallobtainallPermitsneededtoconstructtheSecondTie. UponthereasonablerequestofCentralHudson,ConEdisonshallexecuteanddeliversuchdocumentsasmaybenecessaryforCentralHudsontoobtainsuchPermitsandshallotherwisereasonablycooperatewithCentralHudson'seffortstoobtainthePermits.

1. **Construction**.
   1. **General.**AtnoexpensetoConEdison,andexceptasotherwisenoted,CentralHudsonand/oritsqualifiedcontractorswillprocuretheequipmentcomprisingtheSecondTieandshallperformallsitepreparation,construction,installationandpre-operationaltestingworknecessarytoinstallandoperatetheSecondTie. TheCentralHudsonEquipmentshallbe

installedintheCentralHudsonSubstationandontheEasementArea. CentralHudsonand/oritsqualifiedcontractorsshallinstallthe345kVdisconnectswitchandbussupportsontheTemporaryEasementAreaandtheassociatedbusworkfromthedisconnectswitchtothecircuitbreakerlocatedintheEasementArea.

ConEdisonforceswillinstallthe345kVbusworkconnectingthedisconnectswitchtotheEastFishkillNorthSYNBus"A". InadditionConEdisonforceswillinstallallrelayprotectionwiring,interchangemeter&wiring,localcontrolequipment&wiring, supervisorycontrolequipmentinthecontrolroomandany associatedEnergyManagementSystemwiringtothelocalRTUlocatedatEastFishkillsubstation.

CentralHudsonwillinstallandterminatethecablesusedforrelay,control,meterandpowerforanyoftheequipmentlocatedintheCentralHudsonSubstationandon theEasementAreauptoapointofdemarcationattheendofanewcabletrenchoutsidetheEasementArea. ThedemarcationshallbetwooutdoorterminationcabinetswithterminalblockssimilartotheexistingarrangementforTransformer#1(FirstTie). ConEdisonwillinstallandterminatethecablesusedforrelay,control,meteringandpowerfromtheirsideof theterminalblocksinthetwooutdoordemarcationcabinetstothedeviceslocatedwithintheirsubstationandtheTemporaryEasementArea.

ConEdisonforceswillalsoperformallacceptance/commissioningtestsassociatedwiththeinstallationinsidetheEastFishkillsubstationandtheTemporaryEasement AreaexcludingthecircuitbreakerontheEasementArea. ConEdisonwillalso beresponsibleforcoordinatingoutagesrequiredtoperformthetiein,installation,andtesting. Inaddition,ConEdisonwillberesponsibleforcoordinatingtestsontheoverallinstallationoftheSecondTie.

AllworkthatisperformedbyCentralHudsonanditscontractorswillbeinaccordancewithConEdison'sworkrules,includinglockoutandtagoutproceduresandothersafety requirements.

CentralHudsonanditscontractorswillberequiredtodevelop,submitandobtainConEdison'sapprovalofanEnvironmentalHealthandSafetyPlanfortheconstructionoftheConEdisonEquipmentbeforecommencinganyconstruction-relatedwork. CentralHudsonwillreimburseConEdisonforlaborandmaterialcostsincurredforworkdonepursuanttothisSection3.0l(c).

AdditionallightningprotectionmayberequiredtoprotecttheSecondTieinaccordancewithConEdison'sspecifications. Ifrequired,theselightningmastsmaybelocatedwithintheEasementArea,theCentralHudsonSubstationand/ortheConEdisonSubstation.

CentralHudsonand/orits qualifiedcontractorswilldesign,procureandinstallthisequipment.

The groundgridmayneedtobeexpandedtoaccommodatetheSecondTieinaccordancewithConEdison'sspecifications. CentralHudsonand/oritsqualifiedcontractorswilldesign,procureandinstalltheequipment,includingthetie-intotheexistinggroundgridwiththeConEdisonSubstationandontheTemporaryEasementArea. Minimumsize500MCMgroundcableshallbeusedforthemaingroundgrid.

CentralHudsonand/oritsqualifiedcontractorswilldesign,procureandinstall conduitfromthedemarcationcabinetstotheexistingConEdisoncabletrench,includingtheroadcrossing.

* 1. **Scheduling**.ThePartieswilldevelopamutuallyagreeablescheduleforconstructionoftheConEdisonEquipment. AccessbyCentralHudsonanditscontractorstotheConEdisonSubstationandConEdison'sabilitytoprovideinspectorsorsafetypersonnelfortheworkbyCentralHudsonwillbesubjecttotheavailabilityofsuchConEdisonpersonnelin lightofthestaffingrequirementsofConEdison'sutilityoperations. TheschedulingofanyoutagesrequiredfortheconstructionoftheConEdisonEquipmentwillbesubjecttosystemconditionsandloadforecasts. ConEdisonwilluse reasonableeffortstoprovideaccessandaccommodatetheconstructionscheduleasdesiredbyCentralHudson.

**(d)AuthorizedRepresentatives.**CentralHudsonandConEdisonshalleachdesignateanindividualor individualswhohaveauthority tobindCentralHudsonandConEdison,respectively,withregardtodesignandconstructionmattersthatarise. Such individualsshallbeavailableduringnormalworkinghoursthroughouttheconstructionperiod.

**SECTION3.02.Ownership.**

1. **ConstructionPeriodRightsandResponsibilities.**PriortotheConveyanceDate,CentralHudsonshallownandshallbeartheriskoflossof,the equipmenttobeinstalledastheSecondTie.
2. **OperationalAcceptance.**CentralHudsonshallnotifyConEdisonuponcompletionoftheconstructionoftheSecondTie. CentralHudsonshallinspectandaccepttheSecondTieuptoandincludingcircuitbreakerB9756toconfirmitscompliancewiththerequirementsof Section3.0l(a)anditsfitnessforcommercialoperation. ConEdisonshalltestandacceptthedisconnectswitchtobelocatedinitssubstationanditsassociatedindicationandoperationalcontrolstoconfirmtheircompliancewiththerequirementsofSection3.0l(a)andtheirfitnessforcommercialoperation. CentralHudsonandConEdisonwillbothtesttherelay protection

equipmentthatoperatescircuitbreakerB9756. PromptlyafterthosemattershavebeenconfirmedtoConEdison'sreasonablesatisfaction,ConEdisonshallprovidewrittennotification toCentralHudsonthattheSecondTieisacceptable.

1. **ConveyanceofTitle**
   1. Assoonaspracticablefollowingtheexecutionof thisAgreement,CentralHudsonandConEdisonwillsubmitthisAgreementandtheEasementAgreementtotheNYPSC underSection70ofthePublicServiceLawandrequestNYPSCapprovalfor(1)thetransfertoConEdisonoftheConEdisonEquipment,(2)anaccounting/ratemakingtreatmentacceptabletoCentralHudsoninitssolediscretion,and(3)thepermanenteasementundertheEasement Agreement. Intheeventthatsuchapprovalsareobtained,uponsuccessfulcompletionoftheinstallationandtestingofthedisconnectswitch(andassociatedrelaysandotherequipment,

cableandwiring)onConEdison'sproperty,CentralHudsonwilltransferitsrighttitleandinterestintheConEdisonEquipmenttoConEdisonthroughabillofsaleforconsiderationof

$10.00.IntheeventthattheNYPSCapprovestheEasementAgreementbutnotthetransferoftheConEdisonEquipmentandassociatedaccountingandratetreatment,CentralHudsonwillbeprovidedbyConEdisonwithapermanenteasementfortheTemporaryEasementAreacorrespondingtothatfortheEasementArea,atnominalconsiderationfortheequipment,andwillcontinuetoowntheequipment.

* 1. AssoonaspracticablefollowingtheexecutionofthisAgreement,ConEdisonwillpetitiontheFERC,pursuanttoSection203oftheFederalPowerAct,forapprovaloftheconveyanceofthedisconnectswitchtoConEdison. Uponreceiptofthatapprovalanduponthecompletionoftheinstallationandtestingofthediscom1ectswitch(andassociatedrelaysandotherequipment,cable,andwiring),CentralHudsonwilltransferitstitleandinterestintheequipmenttoConEdisonthroughabillofsaleatnominalconsideration.

1. **Warranties**CentralHudsonshallusereasonableeffortsto obtainstandardmanufactures'warrantiesfromvendorsandcontractorswithrespecttomaterials,equipment,andservicespertainingtotheConEdisonEquipmentthatareassignabletoConEdison.AssoonaspossibleaftertheConveyanceDate,CentralHudsonshallassigntoConEdisonallwarrantiesreceivedfromvendorsandcontractorspertainingtotheConEdisonEquipmenttotheextentthatsuchwarrantiesareassignable.Totheextentthatsuchwarrantiesarenotassignable,upontherequestofConEdison,CentralHudsonshallusereasonableeffortstoenforceanysuchwarrantiesforthebenefitofConEdison.

**SECTION3.03.Interconnection oftheSecondTie**.

(a) **General.**ConEdisonshallinterconnecttheSecondTiewiththeTransmissionSystematthePointofInterconnectioninaccordancewiththetermsofthisRestated Agreement.

1. **Interruption oftheInterconnection.**TheInterconnectionoftheSecondTiewiththeTransmissionSystemshallbesubjecttolimitationorinterruption(i)upontheactivationoffacilities,equipmentandsystemsdesignedtoprotecttheSecond Tieorthe TransmissionSystemorSystemIntegrityorpublicsafety;(ii)asaresultofthefailure offacilities,equipment,orsystems;(iii)fornecessarymaintenance,repairortesting;(iv)forconstructionormodificationoftheTransmissionSystem;or(v)asdirectedby theISO;providedthatConEdisonshall useitsreasonablebestefforts inaccordancewithApplicableLegalRequirementsandGoodUtility PracticetopreventsuchinterruptionorlimitationandshallrestoretheInterconnectionaspromptlyaspossible,consistentwithGoodUtilityPractice. ConEdisonandCentralHudsonshallcoordinatewitheachothertheschedulingofinterruptionsassociatedwithmaintenance,repairortestingandforconstructionormodificationoftheTransmissionSystem.
2. **Switching,TaggingandGrounding.** InperforminganyworkoncircuitbreakerB9756ordisconnectswitchB9792,CentralHudsonshallcomplywithConEdison'sGeneralInstructionsGoverningWorkonSystemElectricalEquipment,asfromtimetotimein effect(the"ConEdisonSwitchingRules"),promulgatedpursuanttothe requirementsof29C.F.R.1910.269,oranysuccessortheretoorreplacementthereof.ConEdisonshallhavenoliabilitytoCentralHudsoninconnectionwiththecomplianceornoncompliancebyCentralHudsonwith

theConEdisonSwitchingRulesandCentralHudsonagreestoholdConEdisonharmlessfromanyliabilityasaresultthereof.

(**d)StandbyStatus.**Undernormalconditions,theSecondTiewillbeoperatedinanenergizedstand-bymode*(i.e.,*withboth345kVcircuitbreakersclosedandthe115kVbreakerB9754open).TheSecondTiewillbeplacedinservice(tocarry load)onlywhentheFirstTieis outofservice. TheFirstTieandSecondTieshallnotbeplacedinservicesimultaneously, exceptduringswitchingoperationsandemergencyconditionsasdeterminedbyCentralHudsonandapprovedbytheNYISO. IfCentralHudsondesiresinthefuturetoflowpoweroverthe FirstTieandSecondTiesimultaneouslyundernormalconditions,CentralHudsonshallrequesttheISOtoconductastudytodeterminewhetherthesimultaneousoperationrequiresanenhancementoftransmissionfacilitiesandshallsatisfyanyobligationthatexistsundertheISOTarifftopayforsuchenhancements.

**SECTION3.04.OperationandMaintenance.**

**(a) General.**ConEdisonshalloperatetheConEdisonEquipment,andCentralHudsonshalloperatetheCentralHudsonEquipment. However,ConEdisonshallalsohaveoperatingjurisdictionovercircuitbreakerB9756. DuringtheOperationalPeriod,ConEdisonshall,atappropriateintervalsandinaccordancewithGoodUtilityPractice,maintain,test,calibrate,adjust,repair,andreplacetheConEdisonEquipment(includingallrelatedProtectiveRelayingSystems). CentralHudsonshall,atappropriateintervalsandinaccordancewithGoodUtilityPractice,maintain,test,calibrate,adjust,repair,andreplacetheCentralHudsonEquipment.

Suchmaintenanceandoperatingactivitiesgenerallyshallbeperformedinaccordancewith applicableNPCCcriteriaandschedulesapprovedbytheISO.

**(b)RighttoModifyorConstruct.**DuringtheOperationalPeriod,eachPartyshall,atitscost,bepermittedtoupgrade,expand,enlarge,orotherwisemodify,orundertakenewconstructioninrespectofitsrespectivetransmissionanddistributionfacilitiesinaccordancewithApplicableLegalRequirementsandGoodUtilityPractice,provided,however,thatanysuchupgradesetc.shallnotrelievethepartyfromitsobligationsunderthisAgreement.

**(c) Property Taxes.**

Central Hudson shall be financially responsible for all New York State and local property taxes associated with the equipment constructed at the Con Edison Substation and indicated as such in Schedule 3.01(a)(i)(1).

SECTION3.05.**RevenueMetering**.

1. **Installation.**CentralHudsonshallatitsownexpensepurchasetherevenuemeterequipmenttomeasurepowerandenergyflowingovertheSecondTie. ConEdisonwillinstallthemeter. ThemetershallbelocatedontheTemporaryEasementAreaatalocationapproved byConEdisonandConEdisonshallownandreadthemeter. Currentandpotential transformers,whichprovideinputintothemeter,shallbelocatedwithintheCentralHudsonSubstationandbeownedandmaintainedbyCentralHudson. ConEdisonshallarrangefortheinstallationandmaintenanceofdedicatedtelephoneservice,orothercommunicationservice,fromthemeterequipment,andCentralHudsonshallreimburseConEdisonforits reasonablecostsandexpensesinconnectiontherewith. CentralHudsonmayarrangeatitsownexpensetoinstallandmaintainappropriateequipmentforittoaccessthepulseoutputfromtherevenuemeter.
2. **MeterVariation**.Ifatanytimethemeterequipmentisfoundtobeinaccuratebya margingreaterthanthatallowedunderISOorNYPSCrequirements,ConEdisonshallrepairorreplacetheequipmentandadjustthereadings. Meterreadingsforanyperiodofinaccuracyshallbeadjustedtoeliminateaninaccuracyiftheamountoftheinaccuracyandthedurationoftheperiodcanbereasonablyascertained.
3. **MeterReadingandTesting**. CentralHudsonshallhavetherighttowitnessallmanualreadingandtesting,calibration,adjustment,maintenance,andresealingofthemeterequipment. IfeitherPartybelievesthattherehasbeenafailureorstoppageofthemeterequipment,itshallimmediatelynotifytheotherParty,andthePartiesshallcooperateintakingallnecessarystepstorestorethemeterequipmenttooperationassoonasreasonablypossible.

**SECTION3.06.CostReimbursement**

(a) **Construction.**CentralHudsonshallreimburseConEdisonforallcostsincurred priortotheInterconnectionDateassociatedwithanyworkthatConEdisonperformsinconnectionwiththeSecondTie(includingthepreparationofspecifications,thecompilationof data,thereviewofproposeddesignsandworkplans,oversight,administrativeworkperformedby Con Edison inspectors and/or substation operators, the operation and maintenance of the Con EdisonEquipment, and the reading and maintenance of meter equipment).

**(b) ContributioninAidofConstruction.**CentralHudsonshallalsoreimburseConEdisonforanyandallliabilityandexpenseresultingunderFederaltaxlawifthe reimbursementsunderSection3.06(a)ortheconveyanceoftitleunderSection3.02(c)aredeemedtobeaContributionInAidofConstructionpursuanttoU.S.InternalRevenueServiceNotices88-129and90-60(andanyfutureapplicableU.S.InternalRevenueServiceNotices).CentralHudson'sliabilitypursuanttothisSection3.06(b)shallbecalculatedinaccordancewiththeprovisionsofSection5.15.4oftheAttachmentXoftheISOTariff. CentralHudsonshallbeentitledto(i)contestany liabilityfortaxesunderthisSection3.05(b)inaccordancewiththeprovisionsofSection5.15.7and5.15.9oftheISO Tariff,asapplicable,and(ii)anyrefundoftaxespreviouslypaidbyCentralHudsonunderthisSection3.06(b)inaccordancewiththeprovisionsofSection5.17.8oftheTariff.

**ARTICLEIV**

**BillingProcedures**

SECTION**4.01.BillingProcedures.**

Aftereachcalendarquarter,ConEdisonshallprepareaninvoiceforthecostsincurredonbehalfofCentralHudsonunderthisAgreementduring the precedingquarter. Invoicesshall bedeliveredtothefollowingaddressesorfaxnumbers(ortosuchotheraddressorfaxnumberCentralHudsonshallspecify):

CentralHudsonGasandElectricCorporation 284SouthAvenue

Poughkeepsie,NY 12601

Attention: AccountsPayable Fax:(845)486-5335

Eachinvoiceshalldelineatethemonthinwhichsuchcostsorserviceswereincurredorprovided,shallfullydescribethecostsorservicesincurredorrenderedandshallbeitemizedtoreflecttheincurrenceofsuchcostsandtheprovisionofsuchservices. Acopyofthissupportingdocumentationshallalsobesentto:

CentralHudsonGasandElectricCorporation

Attn. John J. Borchert, Senior Director Energy Policy and Transmission Development

284SouthAvenue

Poughkeepsie,NY12601

Phone (845) 486-5327

Fax (845) 486-5697

CentralHudsonshallpayConEdisontheamountsdueinaccordancewithsuchinvoices (includingpaymentofanyandallinterestorlatepaymentcharges)onorbeforethetwentieth BusinessDayfollowingreceiptofeachinvoice. Allpaymentsshallbemadeinimmediately availablefundsbywiretransfertoabanknamedbyConEdison. PaymentofinvoicesshallnotconstituteawaiverofanyclaimsarisinghereundernorshallitprejudiceeitherParty'srighttoquestionthecorrectnessofsuchbilling. Anyoverdueamountsshallbearinterestfromtheduedatethroughthedateofpaymentat theprimerateofTheChaseManhattanBankineffectontheduedate.

**SECTION4.02.BillingDisputes.**

Intheeventofabillingdispute,CentralHudsonshallpayallundisputedanddisputedamountsonatimelybasis,subjecttotherefundofanyamountsfoundtohavebeenincorrectlyinvoicedplusinterestonsuchamountattheratestatedinSection 4.01fromthedateofpaymentuntilthedateof therefund. Intheeventofabillingdispute,CentralHudsonshallprovidenoticeofthedisputetoConEdison'sManager,TransmissionPlanning-InterconnectionServices,asspecifiedinSection5.06below. Inresponsetothatnotice,ConEdisonwillpromptlyprovidealldocumentationthatisreasonablyrequiredinsupportofitsbillandconferwithCentralHudsonregardingthedispute. Ifthesegoodfaitheffortsfailtoresolvetheissue,themattershallbeaddressedthroughthedisputeresolutionproceduresofSections5.11and5.12below.

**ARTICLEV**

**MiscellaneousProvisionsSECTION5.01.Effectiveness andTerm**.

1. **EffectiveDate**. This Restated Agreementshallbeeffectiveasofthedatefirststatedabove.
2. **TerminationDate**.ThisRestated Agreementshallterminateontheearlierofthefollowing dates:
3. ThedateonwhicheitherPartygivesnoticeofterminationiftheConveyanceDatedoesnotoccuronorbeforeJanuary1,2013;providedthatsuchdateshallbeextendedcommensuratelyiftheconstructionoftheSecondTieisdelayed(a) byaForceMajeureEvent,(b)byactionsorinactionsofConEdison,(c)anunavoidabledelayinthereceiptofPermitsorEnvironmentalPermitsnecessaryfortheconstructionoroperationoftheSecondTie,or(d)anunavoidabledelayinequipmentdelivery;and
4. 30yearsfromtheInterconnectionDate.
5. **EffectofTermination.**
   1. Wind-upCosts. IfthisRestated AgreementisterminatedpursuanttoSection5.0l(b)(i)or(ii),CentralHudsonshallreimburseConEdisonforany decommissioningcosts;
   2. ContinuedOwnership. IfthisRestated AgreementisterminatedsubsequenttotheConveyanceDate,Con EdisonshallcontinuetoowntheCon EdisonEquipmentandshallexercisesolediscretionconsistentwithGoodUtilityPracticeregardingthecontinuedoperation,retirement,orotherdispositionofthatequipmentafterthetermination.
   3. Survivorship. TheprovisionsofthisRestated AgreementpertainingtoremediesforactsoreventsthatoccurredwhilethisAgreementwasineffect,toreimbursementobligations,tobillingandbilladjustments,andtopost-terminationbenefitsshallcontinueineffectafterterminationofthisAgreementtotheextentnecessarytoaccomplishtheobjectivesof those prov1s10ns.

**SECTION5.02.ForceMajeure.**

1. **General.**NotwithstandinganythinginthisRestated Agreementtothecontrary,neitherPartyshallhaveany liabilityorbeotherwiseresponsibletotheotherforitsfailuretocarryoutitsobligations,withtheexceptionofanyobligationtopaymoney,underthisAgreementifandonlytotheextentthatitbecomesimpossibleforeitherPartytosoperformasaresultofanyoccurrenceoreventwhichisbeyondthereasonablecontrol,anddoesnotresultfromanyfaultornegligence,ofthePartyaffected(each,a"ForceMajeureEvent"),includinganyactofGod,strike oranyotherlabordisturbance,actofapublicenemy,war,actofterrorism,riot,anyothercivildisturbance,fire,storm,lightning,flood,earthquake,anyother naturaldisasters,explosion, materialsshortage,breakageoraccidentinvolvingfacilities,equipmentor systems,anyorderorregulationorrestrictionimposedbyanyGovernmentalAuthorityortheISO,failureofacontractororsubcontractorcaused byaForceMajeureEventand transportationdelaysorstoppages.
2. **ResponsiveSteps.**IfaPartyshallrelyontheoccurrenceofaForceMajeureEventasabasisforbeingexcusedfromperformanceofitsobligationsunderthisAgreement,thenthePartyrelyingonsuchoccurrenceshall(i)providepromptoralandwrittennoticeofsuchForceMajeureEventtotheotherPartygivinganestimateofitsexpecteddurationandtheprobableimpactontheperformanceofitsobligationshereunderandsubmittingreasonablysatisfactoryevidenceoftheexistenceofaForceMajeureEvent,(ii)exerciseitsreasonablebesteffortstocontinuetoperformitsobligationsunderthisAgreement,(iii)exerciseitsreasonablebesteffortstoreasonablyandexpeditiouslytakeactiontocorrectorcuretheForceMajeureEvent(provided,however,thatsettlementofstrikesoranyotherlabordisturbancewillbecompletelywithinthesolediscretionofthePartyaffectedbysuchstrikeorlabordispute),(iv)exerciseitsreasonable

bestefforts tomitigateorlimitdamagestotheotherPartyand(v)providepromptoralandwrittennoticetotheotherPartyofthecessationoftheForceMajeureEvent.

**SECTION5.03.Confidentiality**.

1. EachParty(the"ReceivingParty")shall,duringthetermofthisRestated Agreementandfortwoyearsafteritstermination,keepconfidentialandshallcauseitsdirectors,officers,affiliates,employees,contractors,agentsandotherrepresentatives(includingfinancialadvisors,attorneysandaccountants)(collectively,the"Representatives") tokeepconfidential(exceptasrequiredbyapplicableLaw,andthenonlyaftercompliancewithsubsection(b)of thisSection),any andalldocumentsandinformationconspicuouslylabeled"Confidential"(orinthecaseofinformationdisclosedorally,explicitlyandunambiguouslydesignatedas"Confidential")(i)relatingtotheSecondTieinthecaseofinformationgiventoConEdisonortotheTransmissionSysteminthecaseofinformationgiventoCentralHudson,thatisfurnishedordisclosedbytheotherParty(the"DisclosingParty")inconnectionwiththisRestated Agreementor(ii)learnedbytheReceivingParty

duringthecourseofperformanceofthisAgreement(the"ConfidentialInformation"). Theterm"ConfidentialInformation"shallnotincludeanysuchdocumentsorinformationthat(i)isorbecomesgenerallyavailabletothepublicotherthanasaresultofadisclosurebytheDisclosingPartyoritsRepresentatives,(ii)isdevelopedbytheReceivingPartyoritsRepresentativesindependentlyandwithoutuseof,anddoesnotcontainor reflect,ConfidentialInformationfurnishedbytheDisclosingPartyoritsRepresentatives,or(iii)isorbecomesavailabletotheReceivingPartyonanon-confidentialbasisfromasource(otherthantheDisclosingPartyoritsRepresentatives)which,tothebestoftheReceivingParty'sknowledgeafterdueinquiry,isnotprohibitedfromdisclosingsuch inforn1ationtotheReceivingPartybyalegal,contractualorfiduciaryobligationtotheDisclosingParty. TheReceivingPartyshallnotreleaseordiscloseConfidentialInformationtoanyperson,otherthantoitsRepresentativesonaneedtoknowbasisandwhohavefirstbeenadvisedoftheconfidentialityprovisionsofthisSectionandhaveagreedtocomplywithsuchprovisions.

1. IntheeventthattheReceivingPartyoranyofitsRepresentativesisrequestedpursuantto,orrequiredby,ApplicableLegalRequirementsorISORulestodiscloseanyof theConfidentialInformation,theReceivingPartyshallnotifytheDisclosingPartypromptlysothattheDisclosingPartymayseekaprotectiveorderorotherappropriateremedyor,intheDisclosingParty'ssolediscretion,waivecompliancewiththetermsofthisSection.
   1. Intheeventthatnosuchprotectiveorderor otherremedyisobtained,orthattheDisclosingPartydoesnotwaivecompliancewiththetermsofthisSection,the ReceivingPartyshallfurnishonly thatportionof theConfidentialInformationwhichtheReceivingPartyisadvisedbycounselislegallyrequiredandshallexerciseitsreasonablebesteffortstoobtainreliableassurancethatconfidentialtreatmentwillbeaccordedtheConfidentialInformationsofurnished.
   2. NotwithstandinganythinginthisSection5.03tothecontrary,iftheFERCoritsstaff,orthePSCoritsstaff,duringthecourseofaninvestigation,areviewofaratecase filing,oraspertermsofaratecaseagreement,orotherwise,requestsinformationfromoneofthePartiesthatisotherwiserequiredtobemaintainedinconfidencepursuanttothisRestated Agreement,thePartyshallprovidetherequestedinformationtotheFERCoritsstafforthePSCoritsstaff,withinthe timeprovidedforintherequestforinformation.InprovidingtheinformationtotheFERCoritsstaff,orthe PSCoritsstaff,thePartyshall,consistentwith18C.F.R.Section 388.112,requestthattheinformationbetreatedasconfidentialandnon-publicbytheFERCanditsstafforthePSCoritsstaff,andthattheinformationbewithheldfrom publicdisclosure. ThePartyshallnotifytheotherParty,whenitis notifiedbythe FERCoritsstaff,orthePSCor itsstaff,thatarequestfordisclosureof,ordecisiontodisclose,confidentialinformationhasbeen

received,atwhichtimeeitherofthePartiesmayrespondbeforesuchinformationwouldbemade public,pursuantto18C.F.R.Section388.112.

1. ByprovidingConfidentialInformation,neitherPartymakesanywarrantiesorrepresentationsastoitsaccuracyorcompleteness. Inaddition,bysupplyingConfidentialInformation,neitherPartyobligatesitselfto provideanyparticularinformationorConfidentialInformationtotheotherParty nortoenterintoanyfurtheragreementsorproceedwithanyotherrelationshiporjointventure.
2. EachPartyshalluseat leastthesamestandardofcaretoprotectConfidentialInformationasitusestoprotectitsownconfidentialinformationfromunauthorizeddisclosure, publicationordissemination.
3. UponterminationofthisRestated Agreementforanyreason,eachPartyshall,promptlyupon receiptofawrittenrequestfromtheotherParty,destroy,eraseordeleteorreturntotheother Party, withoutretainingcopiesthereof,anyandallwrittenortangibleConfidentialInformationreceivedfromtheotherParty.

**SECTION5.04.Assignment;NoThirdPartyBeneficiaries**.

1. ThisRestated AgreementandalloftheprovisionshereofshallbebindinguponandinuretothebenefitofthePartiesandtheirrespectivesuccessorsandpermittedassigns,butneitherthisAgreementnoranyoftherights,interestsorobligationshereundershallbeassignedbyanyParty,includingbyoperationoflaw,withoutthepriorwrittenconsentoftheotherParty,which shallnotbeunreasonablywithheldordelayed,except(i)inthecaseofConEdison(A)toanAffiliateofConEdisonorathirdpartyinconnectionwiththetransferoftheTransmissionSystemtosuchAffiliateorthirdpartyor(B)toalendinginstitutionortrusteeinconnectionwithapledgeorgrantingofasecurityinterestinalloranypartoftheTransmissionSystemandthis Agreementand(ii)in thecaseofCentralHudson(A) toanAffiliateofCentralHudsoninconnectionwiththetransferofCentralHudson'sassetstosuchAffiliateor(B)toa lendinginstitutionortrusteeinconnectionwithapledgeorgrantingofasecurityinterestinCentral

Hudson'sassetsandthisRestated Agreement;provided,however,thatnoassignmentortransferofrightsorobligationsbyeitherPartyshallrelieveitfromthefullliabilitiesandthefullfinancialresponsibility,asprovidedforunderthisRestated Agreement,unlessanduntilthetransfereeorassigneeshallagreeinwritingtoassumesuchobligationsanddutiesandtheotherParty hasconsentedinwritingtosuchassumption.

1. NothinginthisRestated AgreementisintendedtoconferuponanyotherpersonexceptthePartiesanyrightsorremedieshereunderorshallcreateanythirdpartybeneficiaryrightsinanyperson.

**SECTION5.05.Independent ContractorStatus.**

NothinginthisRestated Agreementis intendedtocreateanassociation,trust,partnershiporjointventurebetweentheParties,ortoimposeatrust,partnershiporfiduciaryduty,obligationorliabilityonorwithrespecttoeitherPartyandnothinginthisAgreementshallbeconstruedascreatinganyrelationshipbetweenConEdisonandCentralHudsonotherthanthatofindependentcontractors.

**SECTION5.06.Notices.**

Unlessotherwisespecifiedherein,allnoticesandothercommunicationshereundershallbein writingandshallbedeemedgiven(asofthetimeofdeliveryor,inthecaseofatelecopiedcommunication,ofconfirmation)ifdeliveredpersonally,telecopied(whichisconfirmed)orsentbyovernightcourier(providingproofofdelivery)tothePartiesatthefollowingaddresses(oratsuchotheraddressforaPartyasshallbespecifiedbylikenotice):

IftoConEdison:

ConsolidatedEdisonCompanyofNewYork,Inc.4IrvingPlace

NewYork,NY 10003

Attention: VicePresident,System andTransmission

Operations

Copyto:

ConsolidatedEdisonCompanyofNewYork,Inc.4IrvingPlace

NewYork,NY 10003 TelecopyNo.: (212)-674-7329

Attention: SeniorVicePresidentandGeneralCounsel

ConsolidatedEdisonCompanyofNewYork,Inc. 4IrvingPlace

NewYork,NY 10003TelecopyNo.: (212)529-1130

Attention:Manager,TransmissionPlanning-InterconnectionServices

iftoCentralHudsonto:

CentralHudsonGas&ElectricCorporation284SouthAvenue

Poughkeepsie,NewYork 12601

Attention: Paul Colbert, Assistant General Counsel

Phone (845) 486-5831

FacsimileNo.:(845)486-5782

Copyto:

CentralHudsonGas&ElectricCorporation

Attn. John J. Borchert, Senior Director Energy Policy and Transmission Development

284SouthAvenue

Poughkeepsie,NewYork12601

Phone (845) 486-5327

Fax (845) 486-5697

**SECTION 5.07.AmendmentandWaiver**.

1. ThisRestated Agreementmaybeamended,modifiedorsupplementedonlybyaninstrumentin writingsignedonbehalfofeachoftheParties. AnyagreementonthepartofaPartytoanyextensionor waiverinrespectof thisRestated AgreementshallbevalidonlyifsetforthinaninstrumentinwritingsignedonbehalfofsuchParty. IfanyGovernmentalAuthorityortheISOimplementsachangeinanyLawor practicewhichimpedesaParty'sperformanceunderthis Restated Agreement or may be reasonably expected to impede the Party's performance under this Restated Agreement, the Parties shall negotiate in good faith such amendments to this Restated Agreement as are reasonably necessary to cure such impediment, and Con Edison shall file such amendments with the FERC. Ifthe Parties are unable to reach agreement on such amendments, either Party shall have the right to make a unilateral filing with the FERC to modify this Restated Agreement pursuant to Sections 205 and 206 or any other applicable provisions of the Federal Power Act and the FERC rules and regulations thereunder; provided, that the non-filing Party shall have the right to oppose such filing and to participate fully in any proceeding established by the FERC to address any such amendments.
2. ThisRestated Agreementdoesnotamendthe1990Agreement,thetermsofwhichcontinueineffect.

**SECTION5.08.GoverningLaw**.

ThisRestated Agreementshallbegovernedbyandconstruedinaccordancewiththelawsofthe StateofNewYork(regardlessofthelawsthatmightotherwisegovernunderapplicableprinciplesofconflictsoflaw).

**SECTION5.09.Counterparts**.

ThisRestated Agreementmaybeexecutedintwoormorecounterparts,eachofwhichshallbedeemedanoriginal,butallofwhichtogethershallconstituteoneandthesameinstrument.

**SECTION5.10.Interpretation**.

Whenareferenceismadein thisRestated AgreementtoanArticle,Section,ScheduleorAnnex, suchreferenceshallbetoanArticleorSectionof,orScheduleorAnnexto,this Restated Agreementunlessotherwiseindicated. Thetableof contentsand headingscontainedinthisRestated Agreementareforreferencepurposesonlyandshallnotaffectinanyway themeaningorinterpretationof thisRestated Agreement. Wheneverthe words"include","includes"or"including"areusedinthisRestated Agreement,theyshallbedeemedtobefollowedbythewords"withoutlimitation"orequivalentwords. The words"hereof',"herein"and"hereunder"and wordsofsimilarimportwhenusedinthisRestated AgreementshallrefertothisRestated AgreementasawholeandnottoanyparticularprovisionofthisRestated Agreement. Alltermsdefinedin thisRestated Agreementshallhavethedefinedmeaningswhenusedinanycertificateorotherdocumentmadeordeliveredpursuantheretounlessotherwisedefined therein. ThedefinitionscontainedinthisRestated Agreementareapplicabletothesingularaswellasthe

pluralformsofsuch termsandtothemasculineaswellastothefeminineandneutergendersofsuchterms. Anyagreement,instrumentorLawdefinedorreferredtohereinorinanyagreementorinstrumentthatisreferredtohereinmeanssuchagreement,instrumentorLawasfromtime totimeamended,modifiedorsupplemented,including(inthecaseofagreementsorinstruments)

bywaiverorconsentand(inthecaseof Laws)bysuccessionof comparableLawsandreferencestoallattachmentstheretoandinstrumentsincorporatedtherein. Referencestoapersonarealsotoitspermittedsuccessorsandassigns.

**SECTION5.11.DisputeResolution.**

Ifany dispute,disagreement,claimorcontroversyexistsbetweenthePartiesarisingoutof orrelatingtothisRestated Agreement,suchdisputedmattershallbesubmittedtoa committeecomprisedofonedesignatedrepresentativeofeachParty. Suchcommitteeshallbeinstructedtoattempttoresolvethematterwithinthirtydaysaftersuchdispute,disagreement,claimorcontroversy. Ifsuchdesigneesdonotagree uponadecisionwithinthirtydaysafterthesubmissionofthemattertothem,eitherPartymaythenpursueremediesavailabletoit.

**SECTION5.12.JurisdictionandEnforcement.**

EachofthePartiesirrevocablysubmitstotheexclusivejurisdictionof(i)theSupreme CourtoftheStateofNewYork,NewYorkCountyand(ii)theUnitedStatesDistrictCourtfortheSouthernDistrictof NewYork,forthepurposesofanysuit,actionorotherproceeding arisingoutofthisAgreementoranytransactioncontemplatedhereby. Eachof thePartiesagreestocommenceanyaction,suitorproceedingrelatingheretoeitherintheUnitedStatesDistrictCourtfortheSouthernDistrictofNewYorkor,ifsuchsuit,actionorproceedingmaynotbebroughtinsuchcourtforjurisdictionalreasons,intheSupremeCourtoftheStateofNewYork,

NewYorkCounty.EachofthePartiesfurtheragreesthatserviceofprocess,summons,noticeordocumentbyhanddeliveryorU.S.registeredmailattheaddressspecifiedforsuchPartyinSection5.06(orsuchotheraddressspecifiedbysuchPartyfromtimetotimepursuantto

Section5.06)shallbeeffectiveserviceofprocessforanyaction,suitorproceedingbroughtagainstsuchPartyinanysuchcourt. EachofthePartiesirrevocablyandunconditionallywaivesanyobjectiontothelayingofvenueofanyaction,suitorproceedingarisingoutofthis Agreementorthetransactionscontemplatedherebyin(i)theSupremeCourtoftheStateof

NewYork,NewYorkCounty,or(ii)theUnitedStatesDistrictCourtfortheSouthernDistrictofNewYork,andherebyfurtherirrevocablyandunconditionallywaivesandagreesnottopleadorclaiminanysuchcourtthatanysuchaction,suitorproceedingbroughtinanysuchcourthasbeenbroughtinaninconvenientforum.

**SECTION5.13.EntireAgreement.**

ThisRestated Agreement,includingtheattachedSchedulesandAnnexes,embodiestheentireagreementandunderstandingofthePartiesinrespectofthetransactionscontemplatedbythisRestated Agreement. Therearenorestrictions,promises,representations,warranties,covenantsorundertakingsotherthanthoseexpresslysetforthorreferredtohereinortherein. ThisRestated AgreementsupersedesallprioragreementsandunderstandingsbetweenthePartieswithrespecttothetransactionscontemplatedbythisRestated Agreement.

**SECTION5.14.Severability.**

IfanytermorotherprovisionofthisRestated Agreementisinvalid,illegalorincapableofbeing enforcedbyanyruleoflaworpublicpolicy,allotherconditionsandprovisionsofthis Restated Agreementshallneverthelessremaininfullforceandeffect. Uponsuchdeterminationthatanytermorotherprovisionisinvalid,illegalorincapableofbeingenforced,thePartiesshallnegotiateingoodfaithtomodifythisRestated Agreementsoastoeffecttheoriginalintentof the Partiesascloselyaspossibletothefullestextentpermittedbyapplicablelawinanacceptablemannertotheendthatthetransactionscontemplatedherebyarefulfilledtotheextentpossible.

**SECTION5.15IndemnificationandLimitationofLiability.**

* 1. **Indemnification.**CentralHudsonanditscontractorsperformingworkonthe SecondTieshallindemnifyandholdConEdisonand itstrustees,officersandemployeesharmlessfromandagainstallclaims, damage,loss,orliabilityarisingfromorconnectedwithperformanceofthisAgreement,excepttotheextentthatsuchclaims,liabilityanddamagesarisefromConEdison'snegligence. CentralHudsonandits contractorsshallmaintainallapplicableinsuranceconsistentwithConEdison'stypicalinsurancerequirements(workerscompensation,employer'sliability,vehicleliability,professionalliability,occurrence-basedgeneralliability,etc.),andshallname ConEdisonasanadditionalinsuredwhereappropriate.
  2. **LimitationofLiability**. ConEdisonshallnotbeliableincontract,in tort(includingnegligenceorstrictliability),orotherwisefordamage or lossofpropertyorequipment,lossofprofitsorrevenue,lossofuseofequipmentorpowersystem,costofcapital,costofpurchasedorreplacementpowerorenergyor temporaryequipment(includingadditionalexpensesincurredinusingexistingfacilities),claimsofcustomersofCentralHudson,orforany special,indirect,incidental,orconsequentialdamageswhatsoever. NotwithstandingSection5.15(a),CentralHudsonshallnot beliableforconsequentialorindirectdamagesrelatedtolossofprofitsorrevenues,costofcapital,costofpurchasedorreplacementpoweror energy,orclaimsofcustomersofConEdison.

**SECTION5.16AuditingofAccounts andRecords.**

EachPartyshallhavetheright,uponreasonablenoticeandatitscost,toaudittheotherParty'saccountsandrecordspertainingtomaintenanceandservicetransactionsunderthisAgreement. Suchrightshallcontinueforaperiodoftwelve(12)monthsafterthedateofthe transactions(s)whicharethesubjectoftherequestedaudit.

**SECTION5.17 RegulatoryRequirements.**

ItshallbetheresponsibilityofeachofthePartiestotakeallnecessaryactionstosatisfyanyregulatoryrequirementswhichmaybeimposedonitbyanystatute,theISO,orruleorregulationconcerningtransactionscontemplatedby this Restated Agreement. ThePartiesshallcooperatewitheachotherandshallprovideinformationorsuchotherassistanceasmay bereasonablyrequiredbytheotherPartyortheISOinordertosatisfyitsobligationsunderthisSection5.17.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized officers as of the date first above written.

CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.

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

Brian Horton Vice President

CENTRAL HUDSON GAS & ELECTRIC CORPORATION

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

Paul E. Haering

Vice President Engineering and System Operations

STATE OF NEW YORK)

COUNTY OF NEW YORK)

On this \_\_\_ day of February, 2016, before me personally appeared Brian Horton, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that his signature on the instrument, the individual, or the corporation upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NOTARY PUBLIC

STATE OF NEW YORK)

COUNTY OF DUTCHESS)

On this \_\_\_ day of February, 2016, before me personally appeared Paul E.Haering, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that his signature on the instrument, the individual, or the corporation upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NOTARY PUBLIC

### SCHEDULE 3.0l(a)(i)(l)EQUIPMENTCONTAINEDINTHESECONDTIE

##### SCHEDULE3.0l(a)(i)(1)

**EQUIPMENTCONTAINEDINTHESECONDTIE**

TheSecondTieshallincludethefollowingequipmentandstructures:

* + 345kV/115kVTransformer
  + 2-345kVDisconnectSwitches (1 Disconnect Switch is located in the Con Edison Substation)
  + 2-345kVCircuitBreakers
  + 2-GroundSwitches (1 Ground Switch is located in the Con Edison Substation)
  + AssociatedBusworkandConnectors (Located in the Con Edison Substation)
  + AssociatedRelayProtectionandAuxiliaryEquipment
  + RevenueMeteringandAssociatedEquipment
  + AssociatedControlandAuxiliaryEquipment
  + LightningProtectionEquipmentandAssociatedStructuresRequiredtoProtecttheSecondTie

### SCHEDULE 3.0l(a)(ii)EQUIPMENT SPECIFICATIONS

##### SCHEDULE3.0l(a)(ii)

**EQUIPMENTSPECIFICATIONS**

**1.** EngineeringSpecificationCE-TS-4185

GeneralPurchaseSpecificationfor138-345kVXPLEInsulatedPowerCablesandAssociatedAccessories

Revision0

November2006

1. EngineeringSpecificationCE-SS-3400

SpecificationfortheInstallationofCivilMaterialsandEquipmentSectionIII-DetailStandardSpecification

Part2831

ChainLinkFenceRevision00

August2005

1. EngineeringSpecificationCE-ES-2002 StandardEngineeringDesignGuidelines
2. EngineeringSpecificationCE-ES-4029

GeneralPurchaseSpecificationfor HighVoltageOutdoorBus,DisconnectSwitchEquipmentandEquipmentSupportStructures

Revision14

October2008

### ANNEX II

ONE-LINEDIAGRAM

This material has been deleted from the public version because it contains CEII material

# ANNEXI

**PLOT**PLAN

This material has been deleted from the public version because it contains CEII material

*Co1'1Fti:>G-!llTllJ-t*-*c..*'·

-'f.).*:*..