



GENERATION (Change of FRP)

CUSTOMER REGISTRATION AGREEMENT

Generator:	_____	Outgoing Financially Responsible Party:	_____
Address:	_____ _____ _____	Address:	_____ _____ _____
Email Address:	_____	Email Address:	_____
Contact Name/ Title:	_____ _____	Contact Name/ Title:	_____ _____
New Financially Responsible Party:	_____	PTID:	See Attachment A
		Generating Unit Name:	See Attachment A
Address:	_____ _____ _____	Effective Date:	_____
Email Address:	_____		
Contact Name/ Title:	_____ _____		

THIS CUSTOMER REGISTRATION AGREEMENT (“Agreement”) is entered into as of the Effective Date indicated above, by and among The New York Independent System Operator, Inc. (“NYISO”), Outgoing Financially Responsible Party (“Outgoing FRP”), Generator, and New Financially Responsible Party (“New FRP”). Capitalized terms used and not otherwise defined herein shall have the meaning ascribed to those terms in the NYISO Open Access Transmission Tariff or NYISO Market Administration and Control Area Services Tariff, as context requires, (together “NYISO Tariffs”);

WHEREAS, Outgoing FRP, Generator, and New FRP are registered NYISO customers and have satisfied all applicable requirements for participating in the NYISO-administered markets;

WHEREAS, Outgoing FRP and Generator had agreed, pursuant to a separate agreement, the terms of which are not incorporated herein, that Outgoing FRP would assume rights and obligations incurred in connection with the Generating Unit (defined below);

WHEREAS, Outgoing FRP, Generator, and the NYISO had agreed pursuant to a separate Customer Registration Agreement, that Outgoing FRP and Generator would be jointly and

severally liable with respect to the obligations incurred in connection with the Generating Unit under such Customer Registration Agreement;

WHEREAS, Outgoing FRP and Generator have terminated or plan to terminate their agreement as it relates to the Generating Unit;

WHEREAS, New FRP and Generator have agreed, pursuant to a separate agreement, the terms of which are not incorporated herein, that New FRP shall assume rights and obligations incurred in connection with the Generating Unit; and

WHEREAS, New FRP and Generator shall be jointly and severally liable with respect to the obligations incurred in connection with the Generating Unit.

NOW, THEREFORE, in consideration of the foregoing and the benefits to Outgoing FRP, New FRP and Generator arising from the terms of this Agreement, the parties hereby agree as follows:

1. Generating Unit. “**Generating Unit**” shall mean the generating unit(s) at the PTIDs indicated in **Attachment A** hereto and incorporated herein by reference, and any load buses associated with those generating unit(s) for the purpose of providing station power, as indicated in Attachment A. Attachment A may be amended from time to time as mutually agreed upon by Generator, New FRP and the NYISO.
2. Effective Date. This Agreement shall take effect on the Effective Date as indicated above, which shall be determined by the NYISO, based upon available start dates provided by Generator and New FRP and last until terminated in accordance with this Agreement (“**Term**”). The NYISO will notify the New FRP and Generator of the Effective Date by email to the address(es) above, which shall be considered acceptable under this Agreement.
3. New FRP Role. As of the Effective Date and for the Term, subject to the provisions of Section 5, New FRP shall assume all rights and obligations relating to the Generating Unit and with respect to the bidding, scheduling, sale, dispatch, and delivery of energy, capacity, and ancillary services into the NYISO-administered markets in accordance with the NYISO Tariffs, including without limitation all associated payments or charges and any subsequent true-ups or adjustments.
4. Joint and Several Liability. New FRP and Generator shall be jointly and severally liable for all financial and legal obligations resulting from services related to the Generating Unit during the Term, whether such services are the result of actions taken by New FRP, Outgoing FRP, or Generator. New FRP and Generator acknowledge that they are jointly and severally liable for the whole of any obligation resulting from this Agreement. For the avoidance of doubt, the NYISO may elect to recover from either New FRP or Generator, in the NYISO’s sole discretion, the full amount of any liability, whether financial or legal, of New FRP or Generator under this Agreement, and the NYISO may bring a separate action against either New FRP or Generator, in the NYISO’s sole discretion, with respect to any such liability.

5. Transition Periods.

(a) For a **maximum of five business days after the Effective Date**, both New FRP and Outgoing FRP will have the ability via the NYISO's Market Information System to perform all actions under the NYISO Tariffs related to the Generating Unit, including, without limitation, the following actions:

- schedule and bid in the NYISO-administered markets for Energy, Ancillary Services, and Installed Capacity;
- schedule any Bilateral Transactions with the NYISO;
- perform any certifications required in connection with the NYISO's Installed Capacity market and Installed Capacity obligations; and
- access any information related to the foregoing and otherwise communicate with the NYISO for all purposes related to the Generating Unit.

After commencement of this Agreement, this dual access will cease upon the first to occur of the following: (a) the NYISO's receipt of written notice from New FRP to terminate Outgoing FRP's access, and (b) 5 p.m. New York time on the fifth business day after the Effective Date.

(b) For a **maximum of five business days after termination of this Agreement** absent an event of default, both New FRP and Generator will have the ability via the NYISO's Market Information System to perform all actions under the NYISO Tariffs related to the Generating Unit, including, without limitation, the following actions:

- schedule and bid in the NYISO-administered markets for Energy, Ancillary Services, and Installed Capacity;
- schedule any Bilateral Transactions with the NYISO;
- perform any certifications required in connection with the NYISO's Installed Capacity market and Installed Capacity obligations; and
- access any information related to the foregoing and otherwise communicate with the NYISO for all purposes related to the Generating Unit.

After termination of this Agreement, this dual access will cease upon the first to occur of the following: (a) the NYISO's receipt of written notice from Generator to terminate New FRP's access, and (b) 5 p.m. New York time on the fifth business day after the termination date.

6. New FRP Acknowledgements. New FRP acknowledges and agrees to each of the following:

(a) **New FRP will have sole responsibility for scheduling and bidding the Generating Unit after commencement of this Agreement and cessation of Outgoing FRP's access pursuant to Section 5;**

- (b) all actions undertaken by Outgoing FRP related to the Generating Unit during the five business day period after the Effective Date are at the risk of New FRP and Generator, and New FRP hereby ratifies and confirms all transactions and other actions undertaken by Outgoing FRP during this period;
- (c) New FRP and Generator are financially and legally responsible, on a joint and several basis, for all services related to the Generating Unit during the Term of this Agreement, whether such services are the result of actions taken directly by New FRP or actions taken by Outgoing FRP pursuant to Section 5 of this Agreement; and
- (d) the NYISO is authorized but not required to communicate directly with Generator and New FRP regarding this Agreement and services related to the Generating Unit including, but not limited to communications regarding bidding, scheduling, and settlement information.

7. Outgoing FRP and Generator Acknowledgements. Outgoing FRP and Generator each hereby acknowledge and agree, respectively, to each of the following:

- (a) New FRP is authorized to communicate and transact with the NYISO exclusively as though New FRP was the owner and operator of the Generating Unit during the Term;
- (b) except as provided herein, Generator may not participate in any of the NYISO-administered markets during the Term;
- (c) except as provided in Sections 5, 10, and 13 of this Agreement, the NYISO is authorized to communicate and transact directly with New FRP for all purposes related to this Agreement, including, if applicable, directing the Generating Unit in the event of system emergencies, as though New FRP were the owner and operator of the Generating Unit;
- (d) Generator will follow any such direction issued by the NYISO through New FRP affecting operation of the Generating Unit during the Term, including in the event of system emergencies;
- (e) Outgoing FRP will remain responsible for all rebills, resettlements and any other financial obligations incurred during the period prior to the Effective Date of this Agreement;
- (f) all actions undertaken by New FRP related to the Generating Unit during the five business day period after the termination of this Agreement are at the risk of Generator, and Generator hereby ratifies and confirms all transactions and other actions undertaken by New FRP during this period; and
- (g) Generator and New FRP are financially and legally responsible, on a joint and several basis, for all services related to the Generating Unit, whether such services are the result of actions taken directly by Generator or actions taken by New FRP during the Term.

8. Bankruptcy. The NYISO, New FRP, and Generator acknowledge and agree:

- (i) that neither New FRP nor Generator has a property or other protectable interest in any PTID or the load buses located at any PTID by virtue of this Agreement, so that upon a failure

of either New FRP or Generator to perform any obligation under this Agreement, the NYISO shall have the right to terminate access to any PTID and suspend purchases associated with that PTID irrespective of the commencement by any party of an insolvency proceeding or the presence of an automatic stay in such a proceeding; and

(ii) that, to the extent this Agreement constitutes an executory contract for purposes of Section 365 of the United States Bankruptcy Code (the “**Code**”), upon the commencement of a case under the Code by either New FRP or Generator, this Agreement shall be assumed under Section 365 by not later than the fifteenth day after commencement of the case (with, among other things, all prior defaults cured) or it shall be deemed to be rejected on the fifteenth day following commencement.

9. Bidding and Scheduling Information. Outgoing FRP, New FRP and Generator understand and agree that bidding and scheduling information pertaining to the Generating Unit submitted or generated during or prior to the Term may, despite the reasonable efforts of the NYISO to keep such information confidential, be made available to each of the parties hereto and to other parties that subsequently assume control of bidding and scheduling for the Generating Unit. Outgoing FRP, New FRP and Generator hereby waive any objection to such bidding and scheduling information being provided to such parties.

10. Termination.

(i) In the event of a default by New FRP under the NYISO Tariffs or this Agreement, the NYISO may terminate this Agreement immediately upon notice of termination to New FRP and Generator and all rights and obligations associated with the Generating Unit shall revert to Generator under its separate and independent Service Agreements with the NYISO and Generator hereby agrees to accept any such reversion and satisfy all obligations and requirements associated therewith (including, but not limited to, creditworthiness requirements).

(ii) Absent an event of default, this Agreement may be terminated on the first day of the month following thirty days written notice given by the NYISO, New FRP, or Generator to each of the other parties, provided that, in the case of a termination by any party, upon termination, all rights and obligations associated with the Generating Unit shall revert to Generator, and Generator hereby agrees to accept any such reversion and satisfy all obligations and requirements associated therewith (including, but not limited to, creditworthiness requirements).

(iii) In the event of termination of the Service Agreement between the NYISO and New FRP, this Agreement will automatically terminate.

(iv) Upon termination, New FRP and Generator shall remain responsible, on a joint and several basis, for all rebills, resettlements and any other financial obligations incurred prior to the date of termination, including any related true-ups or adjustments.

(v) Upon termination of this Agreement, the NYISO’s rights and New FRP and Generator’s liability and obligations under Section 4 shall survive.

11. Representations and Warranties. Generator, Outgoing FRP and New FRP each represents and warrants to the NYISO, respectively, that: (i) it is a registered NYISO customer, (ii) it has

satisfied all applicable requirements for participating in the NYISO-administered markets, including but not limited to meeting the minimum capitalization requirements and providing an officer's certificate certifying compliance with the NYISO's minimum participation requirements, (iii) it is duly organized, validly existing, and in good standing under the laws of its jurisdiction of formation, (iv) it has the legal power to execute and deliver this Agreement and to perform in accordance with its terms, (v) all necessary actions have been taken to authorize the execution and delivery of this Agreement and performance in accordance with its terms, (vi) this Agreement is a legal, valid, and binding obligation, and (vii) there is no action or proceeding pending or, to its knowledge, threatened before any court, arbitrator, or governmental agency that may materially adversely affect its ability to perform its obligations under this Agreement.

12. Communications. Notices and other communications given pursuant to this Agreement shall be in writing, shall be deemed effective when received, and shall be delivered by hand, facsimile or email (in each case, with confirmation of receipt of delivery) or by certified mail to the following addresses:

- a. If to the NYISO:
The New York Independent System Operator, Inc.
10 Krey Boulevard
Rensselaer, NY 12144
Attention: Registration Coordinator
E-mail: Customer_Registration@nyiso.com
- b. If to Generator, to the contact at the address listed above.
- c. If to Outgoing FRP, to the contact at the address listed above.
- d. If to New FRP, to the contact at the address listed above.

Except as provided in Section 5, 10, and 13 of this Agreement, (i) communications to New FRP shall serve as official notice to both New FRP and Generator and (ii) the NYISO is authorized, but not required, to communicate with Generator about the subject matter of this Agreement and the rights and obligations incurred in connection with the Generating Unit.

13. Amendment and Waiver. The terms and provisions of this Agreement may not be amended or waived without the prior written consent of each of the parties hereto; except that amendments and waivers not affecting the rights or obligations of Outgoing FRP may be made by written agreement between the other parties hereto.

14. Assignment. Generator or New FRP may assign this Agreement to a successor to all or substantially all of the assets of either party by way of merger, consolidation or sale, provided that such successor satisfies all applicable requirements to be a NYISO customer and assumes and becomes liable for all of the assignor's duties and obligations hereunder.

15. Entire Agreement. This Agreement embodies the entire agreement between the parties with respect to the matters set forth herein and supersedes all prior such agreements.

16. Severability. Should any provision of this Agreement be determined by a court of competent jurisdiction to be unenforceable, all of the other provisions shall remain effective.

17. Governing Law. This Agreement shall be governed by the laws of the State of New York without regard to conflict of laws principles (other than Section 5-1401 of the New York General Obligations Law).

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Remainder of page intentionally left blank; Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date written above.

**THE NEW YORK INDEPENDENT
SYSTEM OPERATOR, INC.**

GENERATOR

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

**OUTGOING FINANCIALLY
RESPONSIBLE PARTY**

**NEW FINANCIALLY RESPONSIBLE
PARTY**

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Attachment A
List of Generating Unit(s)
and associated Station Power Load Buses (if applicable)

<u>PTID</u>	<u>Generator/Station Power Load Bus Name</u>
-------------	--