

7.5 Customer Default

- A. An event of default (“Default”) shall occur in the event a Customer (the “Defaulting Party”) shall:
- (i) fail to comply with the ISO’s creditworthiness requirements and receive notice of such failure;
 - (ii) fail to comply with Section 8.4 of this Tariff;
 - (iii) make an assignment or any general arrangement for the benefit of creditors;
 - (iv) fail to timely make a payment due to the ISO, regardless of whether such payment is in dispute, and receive notice from the ISO of such failure;
 - (v) file a petition or otherwise commence, authorize, or acquiesce in the commencement of a case, petition, proceeding, or cause of action under any bankruptcy or insolvency law or similar law for the protection of debtors or creditors, or have such a petition, case, proceeding or cause of action filed or commenced against it and such case, petition, proceeding or cause of action is not withdrawn or dismissed within thirty (30) days after such filing or commencement;

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- (vi) otherwise become bankrupt or insolvent (however evidenced);
- (vii) be unable or unwilling to pay its debts to third parties as they fall due;
- (viii) otherwise become adjudicated a debtor in bankruptcy or insolvent (however evidenced);
- (ix) be unable (or admits in writing its inability) generally to pay its debts as they become due;
- (x) be dissolved (other than pursuant to a consolidation, acquisition, amalgamation or merger);
- (xi) have a resolution passed for its winding-up official management or liquidation (other than pursuant to a consolidation, acquisition, amalgamation or merger);
- (xii) seek or become subject to the appointment of an administrator, provisional liquidator, conservator, assignee, receiver, trustee, custodian or other similar entity or official for all or substantially all of its assets;
- (xiii) have a secured party take possession of all or substantially all of its assets or has a distress, levy, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of its assets and such secured party maintains possession, or any such process is

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not dismissed, discharged, stayed or restrained, in each case within thirty (30) days thereafter;

- (xiv) cause or subject to any event with respect to which, under the applicable laws of any jurisdiction, said event has an analogous effect to any of the events specified in clauses (iv) to (xii) (inclusive);
- (xv) take any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts; or
- (xvi) fail to perform any material covenant set forth in the Tariff or a Service Agreement (other than the events that are otherwise specifically covered in this Section as a separate Event of Default), and such failure is not excused by Force Majeure or cured within five (5) business days after written notice thereof to the Defaulting Party;

B. A Customer shall have two (2) business days to cure a Default resulting from its failure to timely make a payment due to the ISO. A customer shall have three (3) business days to cure a Default resulting from its failure to comply with the ISO's creditworthiness requirements, except for a Customer who fails to comply with a prepayment agreement, in which case that Customer shall have one (1) business day to cure.

C. Upon an event of Default and expiration of any cure period, the ISO shall have the right to suspend and/or terminate the Service Agreement immediately upon notice to the Commission in addition to any and all other remedies available hereunder or pursuant to law or in equity.

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D. By entering into Transactions under this Tariff, the Customer agrees that its Service Agreement and Transactions under this Tariff shall constitute a “forward contract” within the meaning of the United States Bankruptcy Code.

E. The ISO shall have the right to apply any amounts owed a Customer pursuant to this Tariff against any amounts owed to the ISO by a Customer.