

**CUSTOMER REGISTRATION AGREEMENT GENERATION  
(CHANGE OF PRINCIPAL)**



**CUSTOMER REGISTRATION AGREEMENT**

**Generator:** \_\_\_\_\_ **Outgoing Principal:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Address:** \_\_\_\_\_  
\_\_\_\_\_

**Contact Name/** \_\_\_\_\_ **Contact Name/** \_\_\_\_\_  
**Title:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**New Principal:** \_\_\_\_\_ **PTID:** See Attachment A

**Generating** \_\_\_\_\_  
**Unit Name:** See Attachment A

**Address:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
\_\_\_\_\_ **Effective Date:** \_\_\_\_\_

**Contact Name/** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**THIS CUSTOMER REGISTRATION AGREEMENT (“Agreement”)** is entered into as of the date indicated above, by and among the New York Independent System Operator, Inc. (“**NYISO**”), Outgoing Principal, Generator, and New Principal. 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 Principal, Generator and New Principal are registered NYISO customers and have satisfied all applicable requirements for participating in the NYISO-administered markets;

WHEREAS, pursuant to a separate agreement between Outgoing Principal and Generator, Outgoing Principal is the principal and sole obligor to the NYISO with respect to the Generating Unit (defined below);

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

WHEREAS, New Principal and Generator have agreed, pursuant to a separate agreement, the terms of which are not incorporated herein, that New Principal shall be the principal and sole obligor to the NYISO with respect to the Generating Unit.

NOW, THEREFORE, in consideration of the foregoing and the benefits to Outgoing Principal, New Principal 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 Principal and the NYISO.

2. Effective Date. This Agreement shall take effect on the date determined by the NYISO, as indicated above, in consultation with Generator and New Principal. The NYISO will notify the parties of the Effective Date by email.

3. New Principal Acting as Principal and Sole Obligor. Effective as of the Effective Date, subject to the provisions of Section 4, New Principal shall be the principal and sole obligor 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. Transition Periods. (a) For a **maximum of five business days after the Effective Date**, both New Principal and Outgoing Principal 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.

This dual access will cease upon the first to occur of the following: (a) the NYISO’s receipt of written notice from New Principal to terminate Outgoing Principal’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 Principal 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.

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 Principal's access, and (b) 5 p.m. New York time on the fifth business day after the termination date.

5. New Principal Acknowledgements. New Principal hereby acknowledges its understanding and agreement to each of the following: (a) **New Principal will have sole responsibility for scheduling and bidding the Generating Unit after commencement of this Agreement and cessation of Outgoing Principal's access pursuant to Section 4;** and (b) all actions undertaken by Outgoing Principal related to the Generating Unit during the five business day period after the Effective Date are at the risk of New Principal, and New Principal hereby ratifies and confirms all transactions and other actions undertaken by Outgoing Principal during this period. For the avoidance of doubt, New Principal acknowledges and agrees that it is financially and legally responsible for all services related to the Generating Unit on and after the Effective Date and during the term of this Agreement, whether such services are the result of actions taken directly by New Principal or actions taken by Outgoing Principal pursuant to Section 4 of this Agreement.

6. Outgoing Principal and Generator Acknowledgements. Outgoing Principal and Generator each hereby acknowledge its understanding and agreement, respectively, to each of the following: (a) New Principal, acting as principal and sole obligor, is authorized to communicate and transact with the NYISO exclusively as though New Principal was the owner and operator of the Generating Unit; (b) Generator may not participate in any of the NYISO-administered markets during the term of this Agreement; (c) except as provided in Sections 4 and 8 of this Agreement, Outgoing Principal and Generator understand and agree that the NYISO can communicate and transact directly with New Principal as principal, including, if applicable, directing the Generating Unit in the event of system emergencies, as though New Principal were the owner and operator of the Generating Unit; (d) Generator will follow any such direction issued by the NYISO through New Principal affecting operation of the Generating Unit, including in the event of system emergencies; (e) Outgoing Principal 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 Principal 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 Principal during this period; and (g) Generator is financially and legally responsible for all services related to the Generating Unit on and after the termination of

this Agreement, whether such services are the result of actions taken directly by Generator or actions taken by New Principal pursuant to Section 4 of this Agreement.

7. Bidding and Scheduling Information. Outgoing Principal, New Principal and Generator understand and agree that bidding and scheduling information pertaining to the Generating Unit submitted during or prior to the term of this Agreement 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 Principal, New Principal and Generator hereby waive any objection to such bidding and scheduling information being provided to such parties.

8. Termination. In the event of a default by New Principal under the NYISO Tariffs or this Agreement, the NYISO may terminate this Agreement immediately upon notice to New Principal and Generator and all rights and obligations associated with the Generating Unit shall revert to Generator, and Generator hereby agrees to accept any such reversion as principal and satisfy all obligations and requirements associated therewith (including, but not limited to, creditworthiness requirements). 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 Principal, or Generator to each of the other parties, provided that (i) 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 as principal and satisfy all obligations and requirements associated therewith (including, but not limited to, creditworthiness requirements), and (ii) in the case of a termination by New Principal or the NYISO, in addition to the usual and customary contact the NYISO maintains with New Principal related to this Agreement until termination, the NYISO is hereby authorized, immediately upon receiving (or giving) notice of termination, to communicate directly with Generator as if it were principal obligor. In all cases, upon termination the New Principal shall remain responsible for all rebills, resettlements and any other financial obligations incurred prior to the date of termination, including any related true-ups or adjustments.

9. Representations and Warranties. Generator, Outgoing Principal and New Principal 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, (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.

10. 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 NYISO:

New York Independent System Operator, Inc.  
10 Krey Boulevard  
Rensselaer, NY 12144  
Attention: Registration Coordinator

- b. If to Generator, to the contact at the address listed above.
  - c. If to Outgoing Principal, to the contact at the address listed above.
  - d. If to New Principal, to the contact at the address listed above.
11. 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 Principal may be made by written agreement between the other parties hereto.
12. 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.
13. 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.
14. 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).
15. 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.

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

**GENERATOR**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

**OUTGOING PRINCIPAL**

**NEW PRINCIPAL**

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>
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