

CUSTOMER REGISTRATION AGREEMENT GENERATION (NEW PRINCIPAL)

CUSTOMER REGISTRATION AGREEMENT

Generator:	_____	New Principal:	_____
Address:	_____	Address:	_____
	_____		_____
	_____		_____
Contact Name/ Title:	_____	Contact Name/ Title:	_____
	_____		_____
Generating Unit Name: See Attachment A		Date:	_____
PTID: See Attachment A		Effective Date:	_____

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**”), New Principal, and Generator. 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, New Principal and Generator are registered NYISO customers and have satisfied all applicable requirements for participating in the NYISO-administered markets; 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 replace Generator as principal and sole obligor to the NYISO with respect to the Generating Unit (defined below).

NOW, THEREFORE, in consideration of the foregoing and the benefits to 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 among the parties.
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 Generator and New Principal of the Effective Date by email.
3. New Principal Acting as Principal and Sole Obligor. Effective as of the Effective Date for the term of this Agreement, subject to the provisions of Section 4, New Principal shall be the

principal and sole obligor 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 relating to the Generating Unit, including without limitation all associated payments or charges and any subsequent true-ups or adjustments.

4. Transition Periods. For a **maximum of five business days after the Effective Date**, and 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.

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 Principal to terminate Generator's access, and (b) 5 p.m. New York time on the fifth business day after the Effective Date. 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 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 Generator's access pursuant to Section 4;** and (b) all actions undertaken by Generator 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 Generator 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 Generator pursuant to Section 4 of this Agreement.

6. Generator Acknowledgements. Generator hereby acknowledges its understanding and agreement 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, Generator understands and agrees 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 Generator will remain responsible for all rebills, resettlements and any other financial obligations incurred during the period prior to the Effective Date of this Agreement; (e) 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 (f) 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. NYISO agrees to employ reasonable efforts to maintain the confidentiality of all bidding and scheduling information and/or to ensure that subsequent parties to whom such information is disclosed are approved by the relevant outgoing party. Despite these efforts, New Principal and Generator understand and agree that bidding and scheduling information pertaining to the Generating Unit submitted or generated during or prior to the term of this Agreement may be made available to each of the parties hereto and to other parties that subsequently assume control of the Generating Unit, provided that they agree to maintain the confidence of such information. 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 any party 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. New Principal and Generator 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 state of organization, (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 the NYISO:

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

b. If to New Principal, to the contact at the address listed above.

c. If to Generator, 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.

12. Assignment. Generator or New Principal 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.

13. 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.

14. 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.

15. 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).

16. 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.

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

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

NEW PRINCIPAL

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

GENERATOR

Signature: _____

Print Name: _____

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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