

CUSTOMER REGISTRATION AGREEMENT LOAD (NEW PRINCIPAL)

CUSTOMER REGISTRATION AGREEMENT

Load Serving Entity (LSE):	_____	New Principal:	_____
Address:	_____	Address:	_____
	_____		_____
	_____		_____
Contact Name/ Title:	_____	Contact Name/ Title:	_____
	_____		_____
PTID:	See Attachment A	Date:	_____
		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 LSE. 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 LSE are registered NYISO customers and have satisfied all applicable requirements for participating in the NYISO-administered markets; and

WHEREAS, New Principal and LSE have agreed, pursuant to a separate agreement, the terms of which are not incorporated herein, that New Principal shall replace LSE as principal and sole obligor to the NYISO with respect to the PTIDs (defined below).

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

1. PTID. “**PTID**” shall mean the load bus(es) at the PTIDs indicated in **Attachment A** hereto and incorporated herein by reference, and any other load buses that may be served by the LSE from time to time as mutually agreed upon by the parties and reflected in an amended Attachment A.
2. Effective Date. This Agreement shall take effect on the date determined by the NYISO, as indicated above, in consultation with LSE and New Principal. The NYISO will notify LSE and New Principal 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 with respect to all rights and obligations governed by the NYISO Tariffs relating to the service of load

associated with the PTID, including but not limited to the purchase and sale of energy, capacity and ancillary services. As such, New Principal shall be billed and solely liable for all related charges arising after the Effective Date and during the term of this Agreement, as well as for any subsequent true-ups or adjustments to those charges.

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 LSE will have the ability via the NYISO's Market Information System to perform all actions related to the service of load associated with the PTID, including, without limitation, the following actions:

- schedule and bid in the NYISO-administered markets for Energy 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 PTID.

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 LSE'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 LSE 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 load associated with the PTID after commencement of this Agreement and cessation of LSE's access pursuant to Section 4**; and (b) all actions undertaken by LSE related to the service of load associated with the PTID 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 LSE 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 service of load associated with the PTID 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 LSE pursuant to Section 4 of this Agreement.

6. LSE Acknowledgements. LSE 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 to serve the load associated with the PTID; (b) except as provided in Sections 4 and 8 of this Agreement, NYISO shall communicate and transact only with New Principal for all purposes related to this Agreement and the PTID; (c) LSE will remain responsible for all rebills, resettlements and any other financial obligations associated with the

PTID and incurred during the period prior to the Effective Date; (d) LSE may not participate in any of the NYISO-administered markets during the term of this Agreement; (e) all actions undertaken by New Principal related to the service of load associated with the PTID during the five business day period after the termination of this Agreement are at the risk of LSE, and LSE hereby ratifies and confirms all transactions and other actions undertaken by New Principal during this period; and (f) LSE is financially and legally responsible for all services related to the service of load associated with the PTID on and after the termination of this Agreement, whether such services are the result of actions taken directly by LSE or actions taken by New Principal pursuant to Section 4 of this Agreement.

7. Bidding and Scheduling Information. New Principal and LSE understand and agree that bidding and scheduling information pertaining to the load bus at the PTID submitted during the term of this Agreement may, despite the reasonable efforts of the NYISO to keep such information confidential, be made available to other parties that subsequently assume control of bidding and scheduling for the PTID. New Principal and LSE hereby waive any objection to such bidding and scheduling information being provided to such other 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 LSE and all rights and obligations associated with the service of load associated with the PTID shall revert to LSE, and LSE 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 of the parties, all rights and obligations associated with the service of load associated with the PTID shall revert to LSE, and LSE 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 LSE as if it were principal obligor. In all cases, upon termination the New Principal shall remain responsible for all rebills, settlements and any other financial obligations incurred prior to the date of termination, including any related true-ups or adjustments.

9. Representations and Warranties. LSE 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 LSE, to the contact at the address listed above.

c. 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.

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.**

Signature: _____

Print Name: _____

Title: _____

LOAD SERVING ENTITY

Signature: _____

Print Name: _____

Title: _____

NEW PRINCIPAL

Signature: _____

Print Name: _____

Title: _____

Attachment A
List of PTIDs

<u>PTID</u>	<u>Load Bus Name</u>
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