6.23 Schedule 23 – Wholesale Distribution Service Tariff of Niagara Mohawk Power Corporation d/b/a National Grid

6.23.1 Definitions

Service Agreement: The initial agreement and any amendments or supplements thereto entered into by the Transmission Customer and the Transmission Provider for service under the Tariff.

Transmission Customer: Any Eligible Customer (or its Designated Agent) that executes a Service Agreement.

Transmission Provider: Niagara Mohawk Power Corporation d/b/a National Grid (or its Designated Agent) that owns, controls, or operates facilities used for the transmission of electric energy in interstate commerce and provides transmission service under the Tariff.

6.23.2 Provision Of Service

Transmission Provider will provide Wholesale Distribution Service in accordance with this Tariff and the pro forma Service Agreement appended hereto.

6.23.3 Availability Of Service

Wholesale Distribution Service will be available to any customer ("Customer," where satisfying the criteria that follow) of Transmission Provider who (i) owns an electric generator, including an electric energy storage system ("Energy Storage Resource"), that is connected to the Transmission Provider's distribution system, with such designation to be determined in accordance with Federal Energy Regulatory Commission's ("FERC") seven-factor test as reflected in FERC Order No. 888; (ii) directly engages in wholesale energy and other market transactions; and (iii) signs a separate agreement with Transmission Provider for the interconnection and parallel operation of its generator.

Export or import of power across the Transmission Provider's distribution facilities will be permitted subject to safety and reliability considerations and may require the installation of mitigation technologies (e.g., fault limiting capability) to mitigate safety and reliability issues at the Customer's cost.

For purposes of this Wholesale Distribution Service, a Customer's on-premises load will be (i) for Customers billed under Wholesale Charging Service, the Customer's Contract Demand as determined under Wholesale Charging Service; or (ii) for all other Customers, the Customer's Contract Demand under Service Classification No. 7 of Transmission Provider's P.S.C. No. 220 – Electricity Schedule for Electricity Service ("P.S.C. No. 220") or, if the Customer is exempt from standby service rates pursuant to Service Classification No. 7 of Transmission Provider's P.S.C. No. 220, (a) in the case of an existing Customer, the Contract Demand shall initially be set at the maximum metered demand over the previous twelve (12) months or (b) in the case of a new Customer, the Contract Demand shall be determined by assessing the nameplate rating of the equipment to be served, and projecting the coincidence and diversity of the new Customer's load. The Contract Demand so determined shall be provided to the Customer, in writing, at least ten (10) days prior to the Customer commencing service.

6.23.3.1 Deferral of Service

The Transmission Provider may defer providing service until it completes construction of new distribution facilities or upgrades needed to provide Wholesale Distribution Service whenever the Transmission Provider determines that providing the requested service would, without such new facilities or upgrades, impair or degrade reliability or safety to any existing distribution services.

6.23.3.2 Execution of Service Agreement

Failure of an Eligible Customer for Wholesale Distribution Service to execute and return the Service Agreement or request the filing of an unexecuted service agreement pursuant to Section 6.23.1.2 of this Tariff within fifteen (15) days after it is tendered by the Transmission Provider, will be deemed a withdrawal and termination of the application and any deposit submitted shall be refunded with interest. Nothing herein limits the right of an Eligible Customer to file another application after such withdrawal and termination.

6.23.4 Nature And Terms of Service

Wholesale Distribution Service will entail the delivery of electric energy over Transmission Provider's distribution facilities, in accordance with the rates, terms and conditions specified in this Tariff and the appended pro forma Service Agreement.

6.23.5 Rates and Charges

6.23.5.1 Wholesale Distribution Export Service

Niagara Mohawk will deliver the electric energy produced by Customer's generator, net of the electric energy consumed by Customer's on-site load, from Customer's premises over Niagara Mohawk's distribution facilities to the Transmission System. The amount of energy delivered shall not exceed the capacity available on Niagara Mohawk's facilities for such deliveries ("Maximum Delivery Capacity"), as specified on Attachment No. 1 of the Customer's Service Agreement for Wholesale Distribution Service. Customer shall schedule the deliveries of that energy in accordance with the then-effective procedures of the New York Independent System Operator, Inc. ("NYISO") and Niagara Mohawk.

6.23.5.1.1 Service Charge

6.23.5.1.1.1 Each month Customer shall pay Niagara Mohawk a Minimum charge along with a charge for Wholesale Distribution Export Service that is equal to the (i) Customer's Wholesale Distribution Quantity less (ii) Customer's Standby Service Quantity (the difference is hereafter referred to as the "Demand Quantity") multiplied by (iii) the applicable Contract Demand rate specified in Section 6.23.6 – Statement of Export Rates to this Wholesale Distribution Tariff. If the Demand Quantity is zero, the charge for Wholesale Distribution Export Service is the Minimum charge.

6.23.5.1.1.2 The Wholesale Distribution Quantity is the lesser of (i) the nameplate rating of the Customer's generator as specified in Attachment No. 1 hereto and (ii) the Maximum Delivery Capacity as specified in the interconnection agreement between Customer and Niagara Mohawk.

6.23.5.1.1.3 Customer's Standby Service Quantity is, as applicable, (i) Customer's Contract Demand under standby service rates established pursuant to Service Classification No. 7 of Niagara Mohawk's P.S.C. No. 220 or (ii) the Customer's Contract Demand if Niagara Mohawk provides Wholesale Distribution Charging Service pursuant to this Wholesale Distribution Tariff.

6.23.5.1.1.4 The Minimum charge and Contract Demand rates shall be revised periodically to reflect changes in the costs and billing determinants of Niagara Mohawk's distribution facilities.

6.23.5.1.1.5 Customer shall notify Niagara Mohawk of any change in the nameplate rating of its generator, and charges hereunder shall be changed accordingly.

6.23.5.1.1.6 In any monthly billing period, if the Customer's actual delivery to Niagara Mohawk under this Service Agreement exceeds the Wholesale Distribution Quantity, this higher

delivery quantity shall become the new Wholesale Distribution Quantity for that month and thereafter. In addition, the Customer shall be subject to a surcharge for the monthly billing period in which the exceedance occurred equal to the excess energy in kilowatts ("kW") multiplied by (i) 12 times the monthly Contract Demand charge for such excess demand will apply to that monthly bill if the kW increment is 10 percent or less or (ii) 24 times the applicable Wholesale Distribution Service monthly demand rate if the kW increment is greater than 10 percent more than the Wholesale Distribution Quantity.

6.23.5.1.1.7 Customers exporting to the NYISO are eligible to participate in Wholesale Value Stack pursuant to Niagara Mohawk's P.S.C. No. 220. Subject to eligibility to export to the NYISO or to third parties, Customers participating in Wholesale Value Stack are exempt from the Statement of Export Rates in Section 6.23.6 of this Wholesale Distribution Tariff.

<table>
<tr><th rowspan="2">Technology Type</th><th colspan="2">Limit on System Size</th></tr>
<tr><th>Residential</th><th>Non-Residential</th></tr>
<tr><td colspan="3">Eligibility Pursuant to PSL §66-j and §66-l</td></tr>
<tr><td>Micro-CHP</td><td>10 kW</td><td>N/A</td></tr>
<tr><td>Solar</td><td colspan="2" rowspan="7">Up to 5 MW</td></tr>
<tr><td>Farm Service Solar</td></tr>
<tr><td>Micro-hydroelectric</td></tr>
<tr><td>Fuel Cell</td></tr>
<tr><td>Farm Waste</td></tr>
<tr><td>Wind</td></tr>
<tr><td>Farm Wind</td></tr>
<tr><td colspan="3">Eligibility Pursuant to September 12, 2018 Order</td></tr>
<tr><td>CES Tier 1 Eligible Resources (not previously NEM eligible)</td><td colspan="2" rowspan="2">Up to 5 MW</td></tr>
<tr><td>Stand-Alone Storage/ Regenerative Braking</td></tr>
</table>

6.23.5.1.1.8 Customers with stand-alone energy systems exporting to the NYISO that have paid the 25 percent interconnection deposit or signed an interconnection agreement by

December 31, 2030 shall be exempt from Contract Demand Charges for a period of 15 years following their in-service date.

6.23.5.1.1.9 Customers exporting to the NYISO are ineligible to participate in Grandfathered Net Metering or Phase One Net Metering under Niagara Mohawk's P.S.C. No. 220.

6.23.5.1.1.10 Customers exporting to the NYISO are ineligible to take retail service under SC 6 of Niagara Mohawk's P.S.C. No. 220. An existing SC 6 Customer electing to export to the NYISO must make that election by August 1 for such service to be effective the following May 1. Similarly, a Customer exporting to the NYISO who elects to export to Niagara Mohawk under SC 6 must notify Niagara Mohawk by August 1 for such service to be effective the following May 1. Customers who are not yet interconnected to Niagara Mohawk's distribution system that are eligible to take service under this service classification and that elect to export to the NYISO must notify Niagara Mohawk at time of their interconnection application that they will take service pursuant to this Wholesale Distribution Tariff.

6.23.5.1.1.11 Customers exporting to the NYISO may also participate in Niagara Mohawk's load management programs specified in Rules 62 and 65 pursuant to P.S.C. No. 220.

6.23.5.2 Wholesale Distribution Charging Service

Customers with stand-alone Energy Storage Resources charging to sell through the NYISO-administered wholesale markets shall pay Niagara Mohawk, each month, a charge specified in Section 6.23.7 – Statement of Charging Rates delivery service of this Wholesale Distribution Tariff. These Customers are not eligible to be served under P.S.C. No. 220 and may be subject to charges by the NYISO or a third party for supply service.

6.23.5.2.1 Establishment of Contract Demand

Billing under Wholesale Charging Service rates requires the establishment of a Contract Demand, expressed in kilowatts ("kW"). A Customer with a generating facility may establish its Contract Demand in its application for Wholesale Distribution Charging or at any time thereafter. If the Contract Demand is not stated in the application, Niagara Mohawk will establish the Contract Demand at the maximum potential demand. At any time, if the monthly maximum demand exceeds the Contract Demand, the monthly maximum demand will become the Contract Demand in that month and thereafter. The monthly demand will be the highest 15-minute integrated kilowatt demand established during the monthly period for which a bill is rendered. For all instances where the Customer's actual metered monthly demand exceeds the Customer's Contract Demand, the Customer's Contract Demand will be increased to the new peak. If, in any given billing month, there is a failure in meter data acquisition that results in the failure to measure the actual monthly peak demand, the Contract Demand shall be used for billing and recording purposes.

6.23.5.2.1.1 Where the Customer Establishes the Contract Demand

(1) The Contract Demand may be increased by the customer at any time with written notice to the Company. Such notice must be provided at least ten (10) days prior to the first day of the Customer's next billing cycle.

(2) For a Customer that elects to establish its own Contract Demand, if, in any billing month, the Customer's actual metered demand exceeds the Customer's Contract Demand:

(a) by less than ten percent (10%) then an adjustment charge equal to the product of twelve (12) times the Contract Demand rate times the demand in excess of the Contract Demand shall apply to that monthly bill, or

(b) by ten percent (10%) but less than twenty percent (20%) then an adjustment charge equal to the product of eighteen (18) times the Contract Demand rate times the demand in excess of the Contract Demand shall apply to that monthly bill, or

(c) by twenty percent (20%) or more than an adjustment charge equal to the product of twenty-four (24) times the Contract Demand rate times the demand in excess of the Contract Demand shall apply to that monthly bill.

6.23.5.2.1.2 Where Niagara Mohawk Establishes the Contract Demand

Niagara Mohawk will determine, and may thereafter re-determine, the Customer's Contract Demand if one is not established by the Customer. Niagara Mohawk will establish Contract Demand in accordance with the following principles:

(1) In the case of an existing Customer, the Contract Demand shall initially be set at the maximum metered demand over the previous twelve (12) months;

(2) In the case of a new Customer, the Contract Demand shall be determined by assessing the nameplate rating of the equipment to be served and projecting the coincidence and diversity of the new Customer's load. The Contract Demand so determined shall be provided to the Customer, in writing, at least ten (10) days prior to the Customer commencing service.

6.23.5.2.2 Downward Revisions to Contract Demand

If the Customer demonstrates that electricity-producing equipment has been removed or disabled in place or appropriate load limiting devices are installed and operated, the Contract Demand may be reduced upon written request from the Customer and written acknowledgement of the request from the Company, except that if the Company does not accept or reject the request within ten (10) days of its receipt, the request shall be deemed granted. Such notice must be provided at least ten (10) days prior to the first day of the Customer's next billing cycle. The

Contract Demand may be reduced no more than one time in a 365-day period and/or 365 days from any increase in Contract Demand. Seasonal and other temporary fluctuations in load of the Customer's existing facilities such as heating and air conditioning, and temporary reductions in manufacturing, shall not qualify for reductions in Contract Demand.

6.23.5.2.3 As-Used Daily Demand Charge(s)

The As-Used Daily Demand Charge(s) will be determined as the applicable As-Used Daily Demand multiplied by the applicable As-Used Daily Demand Rate, specific to the Customer's service interconnection level, for the applicable billing period. The As-Used Daily Demand will be determined using interval metering as the aggregate of the highest daily 15-minute integrated demands (measured in kW) occurring during the applicable Peak Period hours during the billing period.

The Peak Periods applicable to the As-Used Daily Demand Charges are as follows:

(i) The On-peak hours during the summer months of June through September are defined as the hours from 8:00 a.m. through 1:00 p.m., and 6:00 p.m. through 10:00 p.m., Monday through Fridays, excluding holidays. The On-peak hours during non-summer months are defined as the hours of 8:00 a.m. through 10:00 p.m.

(ii) The Super-peak hours are only during the summer months of June through September and are defined as the hours of 1:00 p.m. through 6:00 p.m., excluding holidays. Holidays are the following holidays when such holidays fall on a day other than a Saturday or Sunday: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

If, in any billing period, there is a failure in the metered usage data acquisition that results in the failure to record As-Used Daily Demand data, the Company reserves the right to estimate reasonable values for the missing data for recording and billing purposes.

6.23.5.2.4 Reactive Demand Charge

The Reactive Demand Charge will be determined as the Customer's Reactive Demand multiplied by the applicable Reactive Power Demand rate. Reactive Demand will be the highest average reactive kilovolt-amperes ("RkVA") of lagging reactive demand measured over a fifteen-minute interval during the billing month less one-third the monthly maximum demand in kW measured during the billing month. The Company will only assess the Reactive Power Charge when it would otherwise be assessed to the Customer under P.S.C. No. 220.

6.23.5.2.5 The Interconnection Requirements and Fees as specified in Service Classification No. 7 under P.S.C. No. 220 apply to Customers served under Wholesale Distribution Service.

6.23.5.2.6 All rates and charges billed under this Tariff shall be increased pursuant to Rule 32 of P.S.C. No. 220, Increase in Rates Applicable in Municipality Where Service is Supplied.

6.23.5.3 Metering, Billing, Dispute Resolution and Payment

6.23.5.3.1 Niagara Mohawk will provide Customer a monthly bill for service under this Service Agreement.

6.23.5.3.2 The provisions of Rule 25, Rule 26, and Rule 33 of Niagara Mohawk's P.S.C. No. 220 are applicable with respect to payment matters, including back bills, estimated bills, multiple meter billing, tampered equipment, inability to gain access, deferred payment agreements, late payment charges, and interest on overpayments.

6.23.5.3.3 Interval metering and remote meter reading capability are required of all customers taking service under the rates of Wholesale Distribution Export Service or Wholesale Distribution Charging Service. Customers shall be responsible for all meter and installation costs and all costs associated with providing telecommunications to the meter to enable remote meter reading capability.

6.23.5.4 Limitation of Liability

Niagara Mohawk will endeavor at all times to provide Wholesale Distribution Service under this Service Agreement in a regular and uninterrupted manner. But if such service is interrupted or irregular or fails because of circumstances beyond Niagara Mohawk's control (including without limiting the generality of the foregoing, executive or administrative rules or orders issued from time to time by State or Federal officers, commissions, boards, or bodies having jurisdiction), or because of the ordinary negligence of the Company, its employees, contractors, subcontractors, servants, or agents, the Company shall not be liable therefor. Any liability that the Company might bear for service interruptions under other circumstances shall not include indirect, incidental, punitive, special, or consequential damages.

6.23.5.5 Other Services

Customer shall not sell energy produced by its generator to Niagara Mohawk during the term of the Service Agreement. If Customer desires to sell energy pursuant to SC 6 of Niagara Mohawk's P.S.C. No. 220, Customer shall terminate this Service Agreement upon thirty (30) days written notice to Niagara Mohawk and apply for service under Niagara Mohawk's P.S.C. No. 220.

6.23.6 Statement of Export Rates

Customers taking Wholesale Distribution Export Service to sell through the NYISO-administered wholesale markets shall pay the rates of one of the following service levels. The rates shall be applicable for billing periods of the time period indicated. The Minimum Charge as specified below shall be waived under Wholesale Distribution Export Service if service is taken by the Customer under both Wholesale Distribution Export Service and Wholesale Distribution Charging Service through the same service connection.

Secondary (Up to 2.2 kV) Service Level	**Applicable through March 31, 2027**	**Applicable April 1, 2027 through March 31, 2028**	**Applicable April 1, 2028 and Thereafter**
Minimum Charge (per month)	$98.57	$97.86	$97.82
Contract Demand (per kW)	$2.00	$2.38	$2.24

Primary (2.2 – 15 kV) Service Level	**Applicable through March 31, 2027**	**Applicable April 1, 2027 through March 31, 2028**	**Applicable April 1, 2028 and Thereafter**
Minimum Charge (per month)	$3,227.36	$3,211.70	$3,211.70
Contract Demand (per kW)	$0.66	$0.79	$0.75

Sub-transmission (22 - 50 kV) Service Level	**Applicable through March 31, 2027**	**Applicable April 1, 2027 through March 31, 2028**	**Applicable April 1, 2028 and Thereafter**
Minimum Charge (per month)	$3,549.29	$3,914.14	$3,783.67
Contract Demand (per kW)	$0.00	$0.00	$0.00

Transmission (Over 60 kV) Service Level	**Applicable through March 31, 2027**	**Applicable April 1, 2027 through March 31, 2028**	**Applicable April 1, 2028 and Thereafter**
Minimum Charge (per month)	$13,637.73	$14,705.43	$14,412.36
Contract Demand (per kW)	$0.00	$0.00	$0.00

These rates shall be revised periodically to reflect changes in the costs and billing determinants of Niagara Mohawk's distribution facilities.

6.23.7 Statement of Charging Rates

Customers with a stand-alone Energy Storage Resource charging for wholesale purposes, as approved by NYISO, shall pay the rates of one of the following service levels for wholesale charging rates for delivery service.

Secondary (Up to 2.2 kV) Service Level	**Applicable through March 31, 2027**	**Applicable April 1, 2027 through March 31, 2028**	**Applicable April 1, 2028 and Thereafter**
Customer Charge (per month)	$98.57	$97.86	$97.82
Contract Demand (per kW)	$2.08	$2.48	$2.33
As-Used Daily On-peak Demand (per kW)	$0.2786	$0.3337	$0.3136
As-Used Daily Super-peak Demand (per kW)	$0.5130	$0.6145	$0.5775
Reactive Demand Charge (per RkVA)	$0.86	$0.86	$0.86

Primary (2.2 - 15 kV) Service Level	**Applicable through March 31, 2027**	**Applicable April 1, 2027 through March 31, 2028**	**Applicable April 1, 2028 and Thereafter**
Customer Charge (per month)	$3,227.36	$3,211.70	$3,211.70
Contract Demand (per kW)	$0.71	$0.85	$0.80
As-Used Daily On-peak Demand (per kW)	$0.1976	$0.2359	$0.2221
As-Used Daily Super-peak Demand (per kW)	$0.3654	$0.4362	$0.4108
Reactive Demand Charge (per RkVA)	$0.92	$0.92	$0.92

Sub-transmission (22 – 50 kV) Service Level	**Applicable through March 31, 2027**	**Applicable April 1, 2027 through March 31, 2028**	**Applicable April 1, 2028 and Thereafter**
Customer Charge (per month)	$3,549.29	$3,914.14	$3,783.67
Contract Demand (per kW)	$0.00	$0.00	$0.00
As-Used Daily On-peak Demand (per kW)	$0.0000	$0.0000	$0.0000
As-Used Daily Super-peak Demand (per kW)	$0.0000	$0.0000	$0.0000
Reactive Demand Charge (per RkVA)	$0.97	$0.97	$0.97

Transmission (Over 60 kV) Service Level	**Applicable through March 31, 2027**	**Applicable April 1, 2027 through March 31, 2028**	**Applicable April 1, 2028 and Thereafter**
Customer Charge (per month)	$13,637.73	$14,705.43	$14,412.36
Contract Demand (per kW)	$0.00	$0.00	$0.00
As-Used Daily On-peak Demand (per kW)	$0.0000	$0.0000	$0.0000
As-Used Daily Super-peak Demand (per kW)	$0.0000	$0.0000	$0.0000
Reactive Demand Charge (per RkVA)	$1.01	$1.01	$1.01

These rates shall be revised periodically to reflect changes in the costs and billing determinants of Niagara Mohawk's distribution facilities.

APPENDIX

PRO FORMA SERVICE AGREEMENT
FOR
WHOLESALE DISTRIBUTION SERVICE

SERVICE AGREEMENT
FOR
WHOLESALE DISTRIBUTION SERVICE

This Wholesale Distribution Service Agreement ("Service Agreement"), is dated _____ __, 20__, between Niagara Mohawk Power Corporation d/b/a National Grid ("Niagara Mohawk" or the "Company"), a New York corporation having an office at 300 Erie Boulevard West, NY, 13202, and _____("Customer"), a corporation, having an office at (collectively, "Parties").

WITNESSES

WHEREAS, Niagara Mohawk owns and operates an electric transmission and distribution system in a franchised service area in New York;

WHEREAS, Niagara Mohawk uses that system to provide retail electric sales service pursuant to P.S.C. No. 220 – Schedule for Electric Service ("P.S.C. No. 220") on file with the New York Public Service Commission ("NYPSC"), or wholesale electric sales service under the Wholesale Distribution Service Tariff set forth in Rate Schedule 23 of the New York Independent System Operator, Inc. ("NYISO") Open Access Transmission Tariff ("OATT");

WHEREAS, the NYISO exercises operational control over transmission facilities in New York in accordance with the NYISO OATT and administers markets for the sale and purchase of electric capacity, energy, and ancillary services;

WHEREAS, Customer owns and operates an electric generator, which may include an electric energy storage system ("Energy Storage Resource"), that is interconnected to Niagara Mohawk's distribution system in accordance with an Interconnection Agreement with Niagara Mohawk;

WHEREAS, Customer proposes to use such electric generator to sell any energy exports into the NYISO markets;

WHEREAS, Customer has requested that Niagara Mohawk deliver such energy export that Customer will sell exclusively through the NYISO-administered wholesale markets from Customer's premises over Niagara Mohawk's distribution facilities to an electric transmission substation ("Substation") designated in Attachment No. 1 hereto, where the sale will occur, and, if applicable, has requested Wholesale Charging Service;

WHEREAS, Niagara Mohawk agrees to provide that delivery service ("Wholesale Distribution Service") in accordance with the terms and conditions of this Service Agreement;

NOW THEREFORE, in consideration of the premises and mutual promises stated herein, Niagara Mohawk and Customer agree as follows:

ARTICLE I
GENERAL TERMS AND CONDITIONS

1.1 Incorporation by Reference

Except as otherwise expressly provided herein, this Service Agreement incorporates by reference the terms and conditions of P.S.C. No. 220 and the Wholesale Distribution Service Tariff set forth in Rate Schedule 23 of the NYISO OATT as such tariffs may be amended or superseded from time to time. In the event of any conflict between the terms of this Service Agreement and those of such tariff, the terms of this Service Agreement shall govern with respect to matters provided herein.

1.2 Term

This Service Agreement is effective as of the date first written above and shall remain in effect until Customer permanently discontinues wholesale energy and other wholesale market transactions through the NYISO-administered wholesale markets or until this Service Agreement is terminated (i) in accordance with its terms, (ii) by mutual agreement of the Parties, or (iii) by an order of the Federal Energy Regulatory Commission ("FERC").

ARTICLE II
CUSTOMER OBLIGATIONS

2.1 Creditworthiness

For the purpose of determining the ability of the Customer to meet its obligations related to service hereunder, Niagara Mohawk may require reasonable credit review procedures. This review shall be made in accordance with standard commercial practices. In addition, Niagara Mohawk may require the Customer to provide and maintain in effect during the term of this Service Agreement, an unconditional and irrevocable letter of credit as security to meet its responsibilities and obligations under the Wholesale Distribution Service Tariff set forth in Rate Schedule 23 of the NYISO OATT, or an alternative form of security proposed by the Customer and acceptable to Niagara Mohawk and consistent with commercial practices established by the Uniform Commercial Code that protects Niagara Mohawk against the risk of non-payment. Customer shall not be obligated to provide a security deposit solely in connection with service under this Service Agreement but shall comply with the requirements set forth in Rule 2.3 of Niagara Mohawk's P.S.C. No. 220 for creditworthiness and security deposits.

2.2 Billing and Payments

Customer shall pay to Niagara Mohawk all charges assessed to Customer under the Wholesale Distribution Service Tariff set forth in Rate Schedule 23 of the NYISO OATT and P.S.C. No. 220.

2.2.1 Billing Procedure: Within a reasonable time after the end of the Customer's billing cycle, the Company shall submit an invoice to the Customer for the charges for all services

furnished under the Wholesale Distribution Service Tariff set forth in Rate Schedule 23 of the NYISO OATT during the preceding month. The invoice shall be paid by the Customer within twenty (20) days of receipt. All payments shall be made in immediately available funds payable to the Company, or by wire transfer to a bank named by the Company.

2.2.2 Interest on Unpaid Balances: Interest on any unpaid amounts (including amounts placed in escrow) shall be calculated in accordance with the methodology specified for interest on refunds in FERC's regulations at 18 C.F.R. § 35.19a(a)(2)(iii). Interest on delinquent amounts shall be calculated from the due date of the bill to the date of payment. When payments are made by mail, bills shall be considered as having been paid on the date of receipt by the Company.

2.2.3 Customer Default: In the event the Customer fails, for any reason other than a billing dispute as described below, to make payment to the Company on or before the due date as described above, and such failure of payment is not corrected within thirty (30) calendar days after the Company notifies the Customer to cure such failure, a default by the Customer shall be deemed to exist. Upon the occurrence of a default, the Company may initiate a proceeding with FERC to terminate service but shall not terminate service until FERC so approves any such request. In the event of a billing dispute between the Company and the Customer, the Company will continue to provide service under the Service Agreement as long as the Customer (i) continues to make all payments not in dispute, and (ii) pays into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If the Customer fails to meet these two requirements for continuation of service, then the Company may provide notice to the Customer of its intention to suspend service in sixty (60) days, in accordance with FERC policy.

2.3 Representations and Warranties

The Customer represents and warrants that the information in Attachment No. 1 is correct. The Customer will promptly inform Niagara Mohawk of any changes in such information.

ARTICLE III
MISCELLANEOUS

3.1 Resolution of Disputes

Any dispute between a Customer and the Company involving Wholesale Distribution Service under the Wholesale Distribution Service Tariff set forth in Rate Schedule 23 of the NYISO OATT (excluding applications for rate changes or other changes to the Tariff, or to any Service Agreement entered into under the Wholesale Distribution Service Tariff, which shall be presented directly to FERC for resolution) shall be referred to a designated senior representative of the Customer and a senior representative of the Company for resolution on an informal basis as promptly as practicable. In the event the designated representatives are unable to resolve the dispute within thirty (30) days by mutual agreement, such dispute shall be resolved pursuant to Section 11 of the NYISO Market Administration and Control Area Services Tariff.

3.2 Notices

Any notice to be given by Customer or Niagara Mohawk to each other hereunder will be deemed given, and any other document to be delivered hereunder will be deemed delivered, if in writing and (i) delivered by hand, (ii) deposited for next-business day delivery (fee prepaid) with a reputable overnight delivery service such as Federal Express, or (iii) mailed by certified mail (return receipt requested) postage prepaid, addressed to the recipient at the address set forth below for that party (or at such other address as that party may from time to time designate by giving notice thereof):

To Niagara Mohawk: National Grid
300 Erie Boulevard West
Syracuse, New York, 13206
Attention: _____

To Customer: _____
_____
_____
_____
_____
Attention: _____

3.3 Amendments

Notwithstanding any provision of this Service Agreement, Niagara Mohawk may, unilaterally and at any time, propose and file with FERC and/or NYPSC changes to the rates, terms, and conditions of Niagara Mohawk's Wholesale Distribution Tariff and Niagara Mohawk's P.S.C. No. 220. Such amendment or modification will become effective with respect to service pursuant to this Service Agreement on the date specified by FERC or NYPSC.

3.4 Prior Agreements Superseded

This Service Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter hereof, supersedes any and all previous understandings between the parties with respect to the subject matter hereof, and binds and inures to the benefit of the parties, their successors and permitted assigns.

3.5 Waiver and Modification

No modification or waiver of all or any part of this Service Agreement will be valid unless in writing and signed by the parties hereto. Any waiver will be effective only for the particular event for which it is issued and will not be deemed a waiver with respect to any subsequent performance, default, or matter.

3.6 Applicable Law and Forum

Interpretation and performance of this Service Agreement will be in accordance with, and will be controlled by, the laws of the State of New York except its conflict of laws provisions to the extent they would require the application of the laws of any other jurisdiction. Customer irrevocably consents that any legal action or proceeding arising under or relating to this Service Agreement will be brought in a court of the State of New York or a federal court of the United States of America located in the State of New York, County of New York. Customer irrevocably waives any objection that it may now or in the future have to the State of New York, County of New York as the proper and exclusive forum for any legal action or proceeding arising under or relating to this Service Agreement.

3.7 Severability

If one or more provisions herein will be invalid, illegal, or unenforceable in any respect it will be given effect to the extent permitted by applicable law, and such invalidity, illegality, or unenforceability will not affect the validity of the other provisions of this Service Agreement.

3.8 Agency

This Service Agreement is not intended, and will not be construed, to create any association, joint venture, agency relationship, or partnership between Niagara Mohawk and Customer or to impose any such obligation or liability upon Niagara Mohawk.

3.9 Not for the Benefit of Non-Parties

This Service Agreement is for the benefit of Customer and Niagara Mohawk and is not for the benefit of third parties.

IN WITNESS WHEREOF, Niagara Mohawk and Customer have executed this Service Agreement as of the date first written above.

NIAGARA MOHAWK POWER CORPORATION D/B/A NATIONAL GRID

By: _____

Name: _____

Title: _____

CUSTOMER: _____

By: _____

Name: _____

Title: _____

ATTACHMENT NO. 1

CUSTOMER INFORMATION FORM

CUSTOMER INFORMATION

1. Customer Name: _____

   DBA Name: _____

   Street Address: _____

   Town/City: _____

   State: _____ Zip Code + 4: _____ Room: _____

   Telephone Number: _____ Fax No.: _____

2. Address of Customer's Generator:

   Street Address: _____

   Town/City: _____

   State: _____ Zip Code + 4: _____ Room: _____

3. Customer Contact Personnel (Name and Telephone Number)

   _____

   _____

4. Customer's Email Address _____@_____

5. Substation:_____

   _____

6. Distribution Facilities to which generator is connected:

   _____

   _____

<u>For Wholesale Export Service:</u>

□ Customer is electing to take Wholesale Export Service

7. Generator Rating: ___kW (if the rating varies seasonally, enter the average)

8. Maximum Delivery Capacity: ___kW (as specified in the interconnection agreement between Customer and Niagara Mohawk)

9. Standby Service/Wholesale Charging Service Contract Demand (if applicable): ___kW

For Wholesale Charging Service:

□ Customer is electing to take Wholesale Charging Service

Contract Demand Election

The Customer hereby requests the following Contract Demand option, in accordance with the Tariff:

_____Customer nominates a Contract Demand level of ____kW.

_____Customer requests Niagara Mohawk to establish the Contract Demand level.

Service to be supplied to the Customer will be supplied and conditioned on the Customer's ongoing compliance with the terms, conditions, and procedures set forth in both the Service Agreement and the Company's P.S.C. No. 220, as both may be amended from time to time.