Service Agreement No. 2627

SERVICE AGREEMENT NO. 2627
 OPERATING AGREEMENT

BETWEEN THE

NEW YORK INDEPENDENT SYSTEM OPERATOR, INC.
 AND

LS POWER GRID NEW YORK CORPORATION I
 Dated as of May 18, 2021

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OPERATING AGREEMENT

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OPERATING AGREEMENT

THIS OPERATING AGREEMENT (“Agreement”) is made and entered into this 18th
day of May, 2021, by and between LS Power Grid New York Corporation I, a non-incumbent
transmission owner organized and existing as a corporation under the laws of the State of New
York (“NTO”), and the New York Independent System Operator, Inc., a not-for-profit
corporation organized and existing under the laws of the State of New York (“ISO”). The NTO
and the ISO each may be referred to as a “Party” or collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, the ISO is an independent system operator that is responsible under its
Open Access Transmission Tariff (“ISO OATT”) and its Market Administration and Control
Area Services Tariff (“ISO Services Tariff”) as they may be amended from time to time
(collectively, “ISO Tariffs”), and the ISO Related Agreements, filed with and accepted by the
Federal Energy Regulatory Commission (“Commission”), for providing non-discriminatory,
open access transmission service, maintaining reliability, performing system planning, and
administering competitive wholesale markets for energy, capacity, and ancillary services in New
York State;

WHEREAS, the NTO is the owner of certain transmission facilities specified herein that are integrated with the NYS Transmission System and the NTO has fiduciary responsibilities to its investors to assure, among other things, the receipt of adequate revenues to maintain its
transmission facilities, a reasonable rate of return on its transmission facilities, and to provide for recovery of the capital invested in its transmission facilities;

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WHEREAS, the NTO has executed, along with this Agreement, the Independent System Operator Agreement (“ISO Agreement”) and has executed a Service Agreement(s) as a
Transmission Owner for purposes of the ISO Tariffs;

WHEREAS, the ISO will exercise ISO Operational Control over certain of the NTO’s
transmission facilities classified as “NTO Transmission Facilities Under ISO Operational
Control”;

WHEREAS, the NTO and ISO have agreed to enter into this Agreement for the purpose
of the NTO authorizing the ISO to exercise, and the ISO assuming, ISO Operational Control
over the NTO Transmission Facilities Under ISO Operational Control in accordance with the
requirements set forth in this Agreement, the ISO Tariffs, and the ISO Related Agreements, as
applicable;

WHEREAS, the NTO will continue to own and be responsible for the physical operation, modification and maintenance of its NTO Transmission Facilities Under ISO Operational Control; and

WHEREAS, the ISO OATT will provide for the payment by Transmission Customers for Transmission Service at rates designed to enable the NTO to recover its revenue requirement to the extent allowed, accepted, or approved by FERC;

WHEREAS, the ISO has a comprehensive planning process for reliability needs that

includes the Reliability Planning Process and the Short-Term Reliability Process, and each

Transmission Owner, including the NTO, will participate in this planning process as described in the ISO OATT;

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NOW, THEREFORE, in consideration of the premises and the mutual covenants and

agreements set forth herein, the Parties do hereby agree with each other, for themselves and their successors and assigns, as follows:

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ARTICLE 1.0: DEFINITIONS

1.01 Capitalized Terms

Capitalized terms that are not otherwise defined herein shall have the meaning set forth in
the definitions contained in Article 1 of the ISO Agreement, as it existed on the date this
Agreement is signed by the Parties. Those definitions contained in Article 1 of the ISO
Agreement are hereby incorporated by reference in their entirety into this Agreement; provided,
however, that an NTO shall be a Transmission Owner for purposes of the ISO Tariffs and this
Agreement notwithstanding the definition of Transmission Owner contained in the ISO
Agreement related to the ownership of 100 circuit miles of transmission in New York State and
becoming a signatory to the ISO/TO Agreement. Modifications to such definitions in the ISO
Agreement shall apply to this Agreement only if the Parties to this Agreement agree in writing
pursuant to Section 6.14 below.

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ARTICLE 2.0: RESPONSIBILITIES OF THE NTO

2.01 Transmission Facilities

The NTO owns certain transmission facilities over which the ISO will have day-to-day operational control to maintain these facilities in a reliable state, as defined by the Reliability
Rules and all other applicable reliability rules, standards and criteria, and in accordance with the ISO Tariffs, ISO Related Agreements and ISO Procedures (“ISO Operational Control”). These NTO facilities shall be classified as “NTO Transmission Facilities Under ISO Operational
Control,” and are listed in Appendix A-1 of this Agreement. The NTO also will be responsible for providing notification to the ISO with respect to actions related to certain other transmission facilities. These facilities shall be classified as “NTO Transmission Facilities Requiring ISO
Notification,” and are listed in Appendix A-2 of this Agreement. Transmission facilities may be added to, or deleted from, the lists of facilities provided in Appendices A-1 and A-2 herein by
mutual written agreement of the ISO and the NTO owning and controlling such facilities.
Currently listed facilities will be posted on the ISO’s OASIS.

2.02 Transmission System Operation

The NTO shall be responsible for ensuring that all actions related to the operation,

maintenance and modification of its facilities that are designated as NTO Transmission Facilities
Under ISO Operational Control and NTO Transmission Facilities Requiring ISO Notification are
performed in accordance with the terms of this Agreement, all Reliability Rules and all other
applicable reliability rules, standards and criteria, all operating instructions, ISO Tariffs, and ISO
Procedures.

2.03 Local Area Transmission System Facilities

Transmission system facilities not designated as NTO Transmission Facilities Under ISO Operational Control or as NTO Transmission Facilities Requiring ISO Notification shall be

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collectively known as “Local Area Transmission System Facilities” and are listed in Appendix
A-3 of this Agreement. Transmission facilities may be added to, or deleted from, the list of
facilities provided in Appendix A-3 herein by mutual written agreement of the ISO and the NTO
owning and controlling such facilities. The NTO shall have sole responsibility for the operation
of its Local Area Transmission System Facilities, provided, however, that such operation shall
comply with all Reliability Rules and ISO Tariffs as applicable, and all other applicable
reliability rules, standards and criteria, and shall not compromise the reliable and secure
operation of the NYS Transmission System. The NTO shall promptly comply to the extent
practicable with a request from the ISO, or from the Transmission Owner(s) to which its
facilities are interconnected (“Interconnecting Transmission Owner(s)” or “ITO(s)”), to take
action with respect to coordination of the operation of its Local Area Transmission System
Facilities.

2.04 Safe Operations

Notwithstanding any other provision of this Agreement, an NTO may take, or cause to be
taken, such action with respect to the operation of its facilities as it deems necessary to maintain
Safe Operations. To ensure Safe Operations, the local operating rules of the ITO(s) shall govern
the connection and disconnection of generation with NTO transmission facilities. Safe
Operations include the application and enforcement of rules, procedures and protocols that are
intended to ensure the safety of personnel operating or performing work or tests on transmission
facilities.

2.05 Local Control Center, Metering and Telemetry

The NTO shall operate, pursuant to ISO Tariffs, ISO Procedures, Reliability Rules and all
other applicable reliability rules, standards and criteria on a twenty-four (24) hour basis, a
suitable local control center(s) with all equipment and facilities reasonably required for the ISO

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to exercise ISO Operational Control over NTO Transmission Facilities Under ISO Operational
Control, and for the NTO to fulfill its responsibilities under this Agreement. The NTO shall
maintain the local control center(s), as well as suitable backup operations, consistent with the
Reliability Rules and all other applicable reliability rules, standards and criteria to permit the
ISO, as the Transmission Operator, to meet its obligations. All NTO system operators in real-
time communication with the ISO or responsible for directing real-time actions on NTO

Transmission Facilities Under ISO Operational Control shall be required to maintain a NERC
Transmission Operator or Reliability Operator certificate. Operation of the NYS Power System
is a cooperative effort coordinated by the ISO control center in conjunction with local control
centers and will require the exchange of all reasonably necessary information. The NTO shall
maintain Supervisory Control and Data Acquisition (“SCADA”) systems and provide the ISO
with SCADA information on facilities listed in Appendices A-1 and A-2 herein as well as on
generation and merchant transmission resources interconnected to the NTO’s transmission

facilities pursuant to the ISO OATT.

The NTO shall provide metering data for its transmission facilities to the ISO, unless
other parties are authorized by the appropriate regulatory authority to provide metering data.
The NTO shall collect and submit to the ISO billing quality metering data and any other
information for its transmission facilities required by the ISO for billing purposes. The NTO
shall provide to the ISO the telemetry and other operating data from generation and merchant
transmission resources interconnected to its transmission facilities that the ISO requires for the
operation of the NYS Power System. The NTO will establish and maintain a strict code of
conduct to prevent such information from reaching any unauthorized person or entity.

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2.06 Security Constrained Unit Commitment Adjustments

The NTO shall coordinate with its ITO(s) as applicable regarding any request for

commitment of additional Generators. If, following coordination among the NTO and its ITO(s),
an additional resource(s) needs to be committed to ensure local area reliability, the NTO, or the
ITO(s) at the NTO’s request, may request commitment of additional Generators (including
specific output level(s)). The ISO will use Supplemental Resource Evaluation (“SRE”), pursuant
to ISO Tariffs and ISO Procedures, to fulfill a request from the NTO or ITO(s), as appropriate,
for additional units.

2.07 Design, Maintenance and Rating Capabilities

The NTO shall comply with the provisions of this Agreement, all Reliability Rules and
all other applicable reliability rules, standards and criteria, ISO Procedures, and Good Utility
Practice with respect to the design, maintenance and rating the capabilities of NYS Transmission System facilities.

2.08 Maintenance Scheduling

The NTO shall schedule maintenance of its facilities designated as NTO Transmission
Facilities Under ISO Operational Control and schedule any outages (other than forced
transmission outages) of said transmission system facilities in accordance with outage schedules
approved by the ISO. The NTO shall comply with maintenance schedules coordinated by the
ISO, pursuant to this Agreement, for NTO Transmission Facilities Under ISO Operational
Control. The NTO shall be responsible for providing notification of maintenance schedules to
the ISO for NTO Transmission Facilities Requiring ISO Notification. The NTO shall provide
notification of maintenance schedules to affected Transmission Owners for NTO Transmission
Facilities Requiring ISO Notification and Local Area Transmission Facilities pursuant to Section

3.5.3 of the ISO Services Tariff.

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2.09 NERC Registration

The NTO shall register or enter into agreement with a NERC registered entity for all required NERC functions applicable to the NTO, that may include, without limitation, those functions designated by NERC to be: “Transmission Owner” and “Transmission Planner” and “Transmission Operator.” The Parties agree to negotiate in good faith the compliance
obligations for the NERC functions applicable to, and to be performed by, each Party with
respect to the NTO’s facilities. Notwithstanding the foregoing, the ISO shall register for the “Transmission Operator” function for all NTO Transmission Facilities under ISO Operational Control identified in Appendix A-1 of this Agreement.

2.10 Investigations and Restoration

The NTO shall promptly conduct investigations of equipment malfunctions and failures and

forced transmission outages in a manner consistent with applicable FERC, PSC, NRC, NERC,
NPCC and NYSRC rules, principles, guidelines, standards and requirements, ISO Procedures
and Good Utility Practice. The NTO shall supply the results of such investigations to the
NYSRC, the ISO, and, pursuant to Section 3.5.3 of the ISO Services Tariff, the other
Transmission Owners. Following a total or partial system interruption, restoration shall be
coordinated between the ISO control center and local control centers. The local control centers shall have the authority, in coordination with the ISO, to restore the system and to re-establish
service if doing so would minimize the period of service interruption. The NTO shall determine the level of resources to be applied to restore facilities to service following a failure,
malfunction, or forced transmission outage.

2.11 Information and Support

The NTO shall obtain from the ISO, and the ISO shall provide to the NTO, the necessary information and support services to comply with their obligations under this Article.

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2.12 Performance of Obligation by Third Parties

The NTO may arrange for one or more third parties to perform its responsibilities under
this Agreement; provided, however, that the NTO shall require each such third party to agree in
writing to comply with all applicable terms and conditions of this Agreement; provided, further,
that in all cases the NTO shall be responsible for the acts and omissions of each such third party
to the same extent as if such acts and omissions were made by the NTO or its employees, and
such use of a third party shall not relieve the NTO of its responsibilities under this Agreement.
Notwithstanding the foregoing, the NTO shall have the right to assign this entire Agreement

pursuant to the terms of Article 4.0 hereof.

2.13 Comprehensive Planning Process for Reliability Needs

a. Notwithstanding any provision, including Section 3.08(e) contained in this

Agreement, the NTO acknowledges its obligations described in the ISO’s

Reliability Planning Process set forth in Attachment Y of the ISO OATT and in the Short-Term Reliability Process set forth in Attachment FF of the ISO OATT, that arise when the ISO designates the NTO as a “Responsible Transmission Owner,” pursuant to Section 31.2.4.3 of the ISO OATT or Attachment FF of the ISO OATT, to address a reliability need(s) related to the transmission facilities that the NTO owns and that are subject to this Agreement.

b. The NTO’s obligations described in Section 2.13(a) above shall be subject to the

full recovery in wholesale rates on a current basis by the NTO, in accordance with
the rate mechanism set forth in Section 6.10 of the ISO OATT (Rate Schedule 10)
or Section 6.16 of the ISO OATT (Rate Schedule 16), of all reasonably incurred
costs, including a reasonable return on investment and any applicable regulatory
incentives, related to the preparation of a proposal for, and the development,

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construction, operation, and maintenance of, regulated transmission projects
undertaken, or caused to be undertaken, by the NTO to meet a reliability need
identified in the ISO’s Reliability Planning Process or Short-Term Reliability
Process as a result of being designated as the Responsible Transmission Owner,
including those regulated transmission projects that were subsequently determined
by the ISO not to be necessary to meet a reliability need or that cannot be
completed because of the failure to obtain necessary federal, state, or local
authorizations or for any other circumstance beyond the NTO’s reasonable
control;

c. The NTO’s obligations described in Section 2.13(a) above shall be further

conditioned on:

1. The recovery of transmission-related costs in rates, as provided for in

Section 2.13(b) above, will include, but not be limited to, all reasonable costs related to (i) obtaining or attempting to obtain all federal, state and local authorizations necessary for completion of the project included in the Comprehensive Reliability Plan and (ii) acquiring or attempting to acquire all necessary real property rights for such project;

2. The receipt by the NTO of all federal, state, and local authorizations

necessary for completion of the regulated transmission project and

acquisition by the NTO of all necessary property rights; and

3. The right of the NTO to request any incentives available under regulatory

policies related to investments in transmission projects as part of any filing under rates as provided for in Section 2.13(b) above.

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d. Nothing contained in Section 2.13 of this Agreement shall limit the right of the

NTO to protest, comment on, or engage in litigation before FERC, the New York Public Service Commission, or any court with respect to proposed changes to the Reliability Planning Process.

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ARTICLE 3.0: RESPONSIBILITIES OF THE ISO

3.01 Operation and Coordination

The ISO shall direct the operation of, coordinate the maintenance scheduling of, and
coordinate the planning of certain facilities of the NYS Power System, including coordination
with the control center(s) maintained by or on behalf of the NTO, in accordance with the
Reliability Rules and all other applicable reliability rules, standards and criteria, as follows:

a. Administering Control Area operations of the NYS Power System;

b. Performing balancing of Generation and Load while ensuring the safe, reliable

and efficient operation of the NYS Power System;

c. Exercising ISO Operational Control over certain facilities of the NYS Power

System under normal operating conditions and system Emergencies to maintain system reliability;

d. Coordinating the NYS Power System equipment outages and maintenance and

maintaining the safety and short term reliability of the NYS Power System; and

e. Conducting the Reliability Planning Process in accordance with Attachment Y of

the ISO OATT and the Short-Term Reliability Process in accordance with Attachment FF of the ISO OATT.

3.02 Tariff Administration and Performance of Responsibilities Under ISO Related

Agreements

The ISO shall (a) administer the ISO OATT, the ISO Services Tariff and the ISO

Agreement in accordance with their provisions as they may be amended from time to time, and

(b) shall comply with the provisions of this Agreement, the ISO/TO Agreement, the NYSRC Agreement and the ISO/NYSRC Agreement.

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3.03 Granting of Authority

The ISO responsibilities set forth in Article 3 of this Agreement, are granted by the NTO to the ISO only so long as each of the conditions set forth below is met and continues to be met throughout the term of this Agreement:

a. The ISO fully implements all Reliability Rules and all other applicable reliability

rules, standards and criteria including, without limitation, using all reasonable

efforts to require all Market Participants to maintain applicable levels of Installed Capacity and Operating Capacity, consistent with the ISO OATT, the ISO
Services Tariff, all Reliability Rules and all other applicable reliability rules,
standards and criteria;

b. The ISO has a FERC-accepted transmission tariff(s) and rate schedules which

provide(s) for full recovery of the transmission revenue requirement of the NTO

to the extent allowed, accepted or approved by FERC;

c. The ISO does not act in violation of lawful PSC or FERC Orders;

d. The ISO does not have a financial interest in any commercial transaction

involving the use of the NYS Power System or any other electrical system except
to the limited extent required for the ISO to be the single counterparty to market
transactions in accordance with the credit requirements for organized wholesale
electric markets set forth in Commission Order Nos. 741 and 741-A as codified in

18 C.F.R. § 35.47 (2011) or successor provisions;

e. The ISO distributes revenues from the collection of transmission charges to the

NTO in a timely manner; and

f. The ISO enforces and complies with the creditworthiness and collection standards

of the ISO Procedures, the ISO OATT and the ISO Services Tariff.

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3.04 Collection and Billing

The ISO shall facilitate and/or perform the billing and collection of revenues related to
services provided by the ISO pursuant to the terms of the ISO OATT and the ISO Services
Tariff.

3.05 Proposed Material Modifications to the NYS Power System

Pursuant to the requirements of applicable provisions of the ISO OATT, ISO Related Agreements and ISO Procedures, the ISO shall evaluate the impact of any proposed material modification to the NYS Power System. Any proposed material modification to the NTO’s
facilities must satisfy the requirements of applicable provisions of the ISO OATT, NYSRC and ISO/NYSRC Agreements, ISO Procedures, and this Agreement. In the event of a dispute
regarding the impact of the proposed modification, the ISO or the NTO may refer the issue for resolution pursuant to procedures set forth in Article 11 of the ISO Services Tariff, as such
procedures may be amended from time to time.

3.06 OASIS

The ISO shall maintain the OASIS for the New York Control Area.

3.07 NERC Registration

If and to the extent any of the NTO’s facilities are NERC jurisdictional facilities, the ISO
will register for certain NERC functions applicable to those NTO facilities. Such functions may
include, without limitation, those functions designated by NERC to be “Reliability Coordinator”
and “Balancing Authority” and “Transmission Planner” and “Planning Coordinator.” The
Parties agree to negotiate in good faith the compliance obligations for the NERC functions
applicable to, and to be performed by, each Party with respect to the NTO’s facilities.
Notwithstanding the foregoing, the ISO shall register for the “Transmission Operator” function

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for all NTO Transmission Facilities under ISO Operational Control identified in Appendix A-1 of this Agreement.

3.08 NTO’s Reserved Rights

Notwithstanding any other provision of this Agreement with the exception of Section

2.13 above, the NTO shall retain all of the rights set forth in this Section; provided, however, that such rights shall be exercised in a manner consistent with the NTO’s rights and obligations under the Federal Power Act and the Commission’s rules and regulations thereunder. This Section is not intended to reduce or limit any other rights of the NTO as a signatory to this Agreement or any of the ISO Related Agreements or under an ISO Tariff.

a. The NTO shall have the right at any time unilaterally to file pursuant to Section

205 of the Federal Power Act to change the ISO OATT, a Service Agreement

under the ISO OATT, or the ISO Agreement to the extent necessary: (i) to recover all of its reasonably incurred costs, plus a reasonable return on investment related to services under the ISO OATT and (ii) to accommodate implementation of, and changes to, an NTO’s retail access program.

b. Nothing in this Agreement shall restrict any rights, to the extent such rights exist:

(i) of the NTO that is a party to a merger, acquisition or other restructuring

transaction to make filings under Section 205 of the Federal Power Act with

respect to the reallocation or redistribution of revenues among Transmission

Owners or the assignment of its rights or obligations, to the extent the Federal

Power Act requires such filings; or (ii) of the NTO to terminate its participation in
the ISO pursuant to Section 3.02 of the ISO Agreement or Article 6 of this
Agreement, notwithstanding any effect its withdrawal from the ISO may have on
the distribution of transmission revenues among other Transmission Owners.

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c. The NTO retains all rights that it otherwise has incident to its ownership of its

assets, including, without limitation, its transmission facilities including, without
limitation, the right to build, acquire, sell, merge, dispose of, retire, use as
security, or otherwise transfer or convey all or any part of its assets, including,
without limitation, the right to amend or terminate the NTO’s relationship with
the ISO in connection with the creation of an alternative arrangement for the
ownership and/or operation of its transmission facilities on an unbundled basis
(e.g., a transmission company), subject to necessary regulatory approvals and to
any approvals required under applicable provisions of this Agreement.

d. The obligation of the NTO to expand or modify its transmission facilities in

accordance with the ISO OATT shall be subject to the NTO’s right to recover,

pursuant to appropriate financial arrangements contained in Commission-accepted tariffs or agreements, all reasonably incurred costs, plus a reasonable return on investment, associated with constructing and owning or financing such
expansions or modifications to its facilities.

e. Except as provided in Section 2.13 above, the responsibilities granted to the ISO

under this Agreement shall not expand or diminish the responsibilities of the NTO to modify or expand its transmission system, nor confer upon the ISO the
authority to direct the NTO to modify or expand its transmission system.

f. The NTO shall have the right to construct (or cause to be constructed), invest in,

and own any regulated transmission facilities that the ISO determines are required
to meet a reliability need identified by the Reliability Planning Process or the
Short-Term Reliability Process, so long as the appropriate regulatory agency(ies)

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has granted its approval. The costs associated with any such transmission facilities
shall be recovered in rates as provided for in Section 2.13(b) above and the ISO
OATT.

g. The NTO shall have the right to adopt and implement procedures it deems

necessary to protect its electric facilities from physical damage or to prevent injury or damage to persons or property.

h. The NTO retains the right to take whatever actions it deems necessary to fulfill its

obligations under local, state or federal law.

i. Nothing in this Agreement shall be construed as limiting in any way the rights of

the NTO to make any filing with the PSC.

j. Notwithstanding anything to the contrary in this Agreement, no amendment to

any provision of this Section may be adopted without the agreement of the NTO.

3.09 Retention of Non-Transferred Obligations

Any and all other rights and responsibilities of the NTO related to the ownership or

operation of its transmission assets or to its rights to withdraw its assets from ISO control, that have not been specifically transferred to the ISO under this Agreement or otherwise addressed under this Agreement, will remain with the NTO.

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ARTICLE 4.0: ASSIGNMENT

4.01 Assignments by the NTO or the ISO

This Agreement cannot be assigned by the ISO. This Agreement may be assigned by the NTO including, without limitation, to any entity(ies) in connection with a merger, consolidation, reorganization or change in the organizational structure of the assigning Party, provided that the surviving entity(ies) agree, in writing, to be bound by the terms of this Agreement.

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ARTICLE 5.0: LIMITATION OF LIABILITY AND INDEMNIFICATION

5.01 Limitations of Liability

Except as otherwise provided under the ISO OATT, the NTO shall not be liable (whether
based on contract, indemnification, warranty, tort, strict liability or otherwise) to the ISO, any
Market Participant, any third party or other party for any damages whatsoever, including without
limitation, special, indirect, incidental, consequential, punitive, exemplary or direct damages
resulting from any act or omission in any way associated with this Agreement, except to the
extent the NTO is found liable for gross negligence or intentional misconduct, in which case the
NTO shall not be liable for any special, indirect, incidental, consequential, punitive or exemplary
damages. Nothing in this Section will excuse an NTO from an obligation to pay for services
provided to the NTO by the ISO or to pay any deficiency payments, penalties, or sanctions
imposed by the ISO under the ISO OATT or the ISO Services Tariff. The ISO shall not be liable
to the NTO or any other party for any damages resulting from any act or omission in any way
associated with this Agreement, except to the extent provided for under the ISO OATT.

5.02 Additional Limitations of Liability

Except as otherwise provided under the ISO OATT, the NTO shall not be liable for any indirect, consequential, exemplary, special, incidental or punitive damages including, without limitation, lost revenues or profits, the cost of replacement power or the cost of capital, even if such damages are foreseeable or the damaged party has been advised of the possibility of such damages and regardless of whether any such damages are deemed to result from the failure or inadequacy of any exclusive or other remedy. The ISO shall not be liable to the NTO or any other party for any damages resulting from any act or omission in any way associated with this Agreement, except to the extent provided for under the ISO OATT.

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5.03 Indemnification

Each Party shall at all times indemnify, save harmless and defend the other Party,

including their directors, officers, employees, trustees, and agents, or each of them, from and

against all claims, demands, losses, liabilities, judgments, damages (including, without

limitation, any consequential, incidental, direct, special, indirect, exemplary or punitive damages
and economic costs), and related costs and expenses (including, without limitation, reasonable
attorney and expert fees, and disbursements incurred by the Party in any actions or proceedings
between the Party and a Market Participant, or any other third party) arising out of or related to
the ISO’s or the NTO’s acts or omissions related in any way to the NTO’s ownership or
operation of its transmission facilities when such acts or omissions are either (1) pursuant to or
consistent with ISO Procedures or direction; or (2) in any way related to the NTO’s or the ISO’s
performance under the ISO OATT, the ISO Services Tariff, the ISO Agreement, the
ISO/NYSRC Agreement, NYSRC Agreement, or this Agreement; provided, however, that the
NTO shall not have any indemnification obligation under this Section 5.02 with respect to any
loss to the extent the loss results from the gross negligence or intentional misconduct of the ISO;
provided, further, that the ISO shall not have any indemnification obligation under this Section

5.02 with respect to any loss except to the extent the loss results from the gross negligence or intentional misconduct of the ISO.

5.04 Force Majeure

Each Party shall not be considered to be in default or breach under this Agreement, and

shall be excused from performance or liability for damages to any other party, if and to the extent
it shall be delayed in or prevented from performing or carrying out any of the provisions of this
Agreement, except the obligation to pay any amount when due, arising out of or from any act,
omission, or circumstance occasioned by or in consequence of any act of God, labor disturbance,

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failure of contractors or suppliers of materials, act of the public enemy, war, invasion,

insurrection, riot, fire, storm, flood, ice, explosion, breakage or accident to machinery or

equipment or by any other cause or causes beyond such Party’s reasonable control, including any
curtailment, order, regulation, or restriction imposed by governmental, military or lawfully
established civilian authorities, or by the making of repairs necessitated by an emergency
circumstance not limited to those listed above upon the property or equipment of the ISO or any
party to the ISO Agreement. Nothing contained in this Article shall relieve any entity of the
obligations to make payments when due hereunder or pursuant to a Service Agreement. Any
party claiming a force majeure event shall use reasonable diligence to remove the condition that
prevents performance, except the settlement of any labor disturbance shall be in the sole
judgment of the affected party.

5.05 Claims by Employees and Insurance

Each Party shall be solely responsible for and shall bear all of the costs of claims by its
own employees, contractors, or agents arising under and covered by, any workers’ compensation
law. Each Party shall furnish, at its sole expense, such insurance coverage and such evidence
thereof, or evidence of self-insurance, as is reasonably necessary to meet its obligations under
this Agreement.

5.06 Survival

The provisions of this Article, “Limitations of Liability and Indemnification” shall survive the termination or expiration of this Agreement or the ISO Tariffs.

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ARTICLE 6.0: OTHER PROVISIONS

6.01 Term and Termination for Cause

This Agreement shall become effective upon the execution of this Agreement by the
NTO and the ISO and on the later of: (i) the date on which FERC, the PSC and any other
regulatory agency having jurisdiction accepts this agreement without condition or material
modification and grants all approvals needed to place the NTO’s facilities in service, including,
without limitation, any approvals required under Section 70 of the Public Service Law and
Section 203 of the FPA; or (ii) on such later date specified by FERC. Without waiving or
limiting any of its other rights under this Article, if the NTO determines that any of the
conditions set forth in Section 3.03 hereof is not being met or ceases to be in full force and effect
the NTO may terminate this Agreement, withdraw from the ISO Agreement and the ISO Tariffs,
and withdraw its assets from the ISO’s control and administration on ninety (90) days prior
written notice to the ISO and FERC. Such notice shall identify the condition or conditions set
forth in Section 3.03 that have not been met or no longer are in full force and effect; provided,
however, that prior to the filing of such notice, the ISO shall be advised of the specific condition
or conditions that are no longer in full force and effect, and the ISO shall have the opportunity to
restore the effectiveness of the condition or conditions identified within a thirty (30) day period.
If the effectiveness of the condition or conditions is not restored within thirty (30) days, the NTO
may file a notice of termination with the ISO and FERC; provided, however, that if the ISO
demonstrates that it has made a good faith effort but has been unable to restore the effectiveness
of the condition or conditions within the thirty (30) day period, the ISO shall be provided an
additional thirty (30) day period to restore the effectiveness of the condition or conditions and
the NTO may not file the notice of termination until the expiration of the second thirty (30) day
period. The NTO’s termination of this Agreement under this Section shall be effective ninety

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(90) days after the filing of the notice of termination unless FERC finds that such termination of
the NTO is contrary to the public interest, as that standard has been judicially construed under
the Mobile-Sierra doctrine. However, the NTO may withdraw the notice or extend the
termination date. Nothing in this section shall be construed as a voluntary undertaking by the
NTO to remain a Party to this Agreement after the expiration of its notice of termination.

6.02 Termination by Election

The NTO may terminate this Agreement, withdraw from the ISO Agreement and the ISO
Tariffs, and withdraw its assets from the ISO control and administration upon ninety (90) days
written notice to the ISO Board and FERC. Such termination and withdrawal shall be effective
unless FERC finds that such termination and withdrawal is contrary to the public interest, as that
standard has been judicially construed under the Mobile-Sierra doctrine. Any modification to
this Article shall provide the NTO with the right to terminate this Agreement pursuant to the

unmodified provisions of this Article, within ninety (90) days of the effective date of such modification.

6.03 Obligations after Termination

a. Following termination of this Agreement, a Party shall remain liable for all

obligations arising hereunder prior to the effective date of termination, including all obligations accrued prior to the effective date, imposed on the Party by this Agreement or the ISO Tariffs or other ISO Related Agreements.

b. Termination of this Agreement shall not relieve the NTO of any continuing

obligation it may have under the ISO Tariffs and ISO Related Agreements, unless the NTO also withdraws from the ISO Tariffs or ISO Related Agreements.

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6.04 Winding Up

Any provision of this Agreement that expressly or by implication comes into or remains in force following the termination of this Agreement shall survive such termination. The
surviving provisions shall include, but shall not be limited to: (i) those provisions necessary to
permit the orderly conclusion, or continuation pursuant to another agreement, of transactions
entered into prior to the termination of this Agreement, (ii) those provisions necessary to conduct final billing, collection, and accounting with respect to all matters arising hereunder, and (iii) the indemnification and limitation of liability provisions as applicable to periods prior to such
termination. The ISO and the terminating NTO shall have an obligation to make a good faith
effort to agree upon a mutually satisfactory termination plan. Such plan shall have among its
objectives an orderly termination. The plan shall address, to the extent necessary, the allocation of any costs directly related to the termination by the NTO.

6.05 Confidentiality

A. Party Access. Each Party shall supply information to the other Party as required

by this Agreement. Information shall be treated as Confidential Information under this Agreement if (i) it has been clearly marked or otherwise designated as
“Confidential information” by the Party supplying the information, or (ii) it is
information designated as Confidential Information by applicable provisions of the ISO Tariffs; provided, however, Confidential Information does not include
information: (i) in the public domain or that has been previously publicly
disclosed without violation of this Agreement, (ii) required by law to be publicly submitted or disclosed (with notice to the other Party), or (iii) necessary to be
divulged in an action to enforce this Agreement.

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Notwithstanding anything in this Section to the contrary, the NTO shall not have a right hereunder to receive or review any documents, data or other information of another Market
Participant or the ISO, including documents, data or other information provided to the ISO, to the extent such documents, data or information have been designated as confidential pursuant to the procedures specified in the ISO Tariffs or to the extent that they have been designated as
confidential by such other Market Participant; provided, however, that the NTO may receive and review any composite documents, data and other information that may be developed based on such confidential documents, data or information if the composite does not disclose any
individual Market Participant’s confidential data or information.

B. Required Disclosure. The ISO shall treat any Confidential Information it receives

from the NTO in accordance with applicable provisions of the ISO Tariffs. If the
NTO receives Confidential Information from the ISO, it shall hold such
information in confidence, employing at least the same standard of care to protect
the Confidential Information obtained from the ISO as it employs to protect its
own Confidential Information. Each Party shall not disclose the other Party’s
Confidential Information to any third party or to the public without prior written
authorization of the Party providing the information; provided, however, if the
ISO is required by applicable law, or in the course of administrative or judicial
proceedings, or subpoena, to disclose information that is otherwise required to be
maintained in confidence pursuant to this Section, the ISO will do so in
accordance with applicable provisions of the ISO Tariffs. And if the NTO is
required by applicable law, or in the course of administrative or judicial
proceedings, or subpoena, to disclose information that is otherwise required to be

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maintained in confidence pursuant to this Section, the NTO may make disclosure
of such information; provided, however, that as soon as the NTO learns of the
disclosure requirement and prior to making such disclosure, the NTO shall notify
the ISO of the requirement and the terms thereof and the ISO may, at its sole
discretion and cost, assert any challenge to or defense against the disclosure
requirement and the NTO shall cooperate with the ISO to the maximum extent
practicable to minimize the disclosure of the information consistent with
applicable law. Each Party shall cooperate with the Other Party to obtain
proprietary or confidential treatment of such information by the person to whom
such information is disclosed prior to any such disclosure.

6.06 Governing Law; Jurisdiction

The interpretation and performance of this Agreement shall be in accordance with and
shall be controlled by the laws of the State of New York as though this Agreement is made and
performed entirely in New York. With respect to any claim or controversy arising from this
Agreement or performance hereunder within the subject matter jurisdiction of the Federal or
State courts of the State of New York, the Parties consent to the exclusive jurisdiction and venue
of said courts.

6.07 Headings

The section headings herein are for convenience and reference only and in no way define
or limit the scope of this Agreement or in any way affect its provisions. Whenever the terms
hereto, hereunder, herein or hereof are used in this Agreement, they shall be construed as
referring to this entire Agreement, rather than to any individual section, subsection or sentence.

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6.08 Mutual Agreement

Nothing in this Agreement is intended to limit the Parties’ ability to mutually agree upon taking a course of action different than that provided for herein; provided that doing so will not adversely affect any other Parties’ rights under this Agreement.

6.09 Contract Supremacy

In the case of a conflict between the express terms of this Agreement and the terms of the ISO Agreement, the express terms of this Agreement shall prevail.

6.10 Additional Remedies

The Parties agree that remedies at law will be inadequate to protect the interests of the
NTO and that irreparable damage would occur in the event that any of the provisions of this
Agreement were not performed by the ISO in accordance with their specific terms or were
otherwise breached. Accordingly, it is agreed that the NTO shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or an ISO Tariff by the ISO, and specific
performance to enforce specifically the terms and provisions thereof in any court of the United States or any state having jurisdiction, this being in addition to any other remedy to which the
NTO is entitled at law or in equity.

6.11 No Third Party Rights

Nothing in this Agreement, express or implied, is intended to confer on any person, other than the Parties hereto, any rights or remedies under or by reason of this Agreement.

6.12 Not Partners

Nothing contained in this Agreement shall be construed to make the Parties partners or
joint venturers or to render either Party liable for the debts or obligations of the other Party.

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6.13 Waiver

Any waiver at any time of the rights of either Party as to any default or failure to require strict adherence to any of the terms herein, on the part of the other Party to this Agreement or as to any other matters arising hereunder shall not be deemed a waiver as to any default or other matter subsequently occurring.

6.14 Modification

This Agreement is subject to change under Section 205 of the Federal Power Act, as that
section may be amended or superseded, upon the mutual written agreement of the Parties.
Absent mutual agreement of the Parties, it is the intent of this Section 6.14 that, to the maximum
extent permitted by law, the terms and conditions set forth in Sections 2.01, 2.13, 3.03, 3.08,

3.09, 4.01, 5.01, 5.02, 5.03, 5.04, 5.05, 5.06, 6.01, 6.02, 6.09 and 6.14 of this Agreement shall
not be subject to change, regardless of whether such change is sought (a) by the Commission
acting sua sponte on behalf of either Party or third party, (b) by a Party, (c) by a third party, or

(d) in any other manner; subject only to an express finding by the Commission that such change
is required under the public interest standard under the Mobile-Sierra doctrine. Any other
provision of this Agreement may be changed pursuant to a filing with FERC under Section 206
of the Federal Power Act and a finding by the Commission that such change is just and
reasonable.

6.15 Counterparts

This Agreement may be executed in counterparts, neither one of which needs to be

executed by both Parties, and this Agreement shall be binding upon both Parties with the same force and effect as if both Parties had signed the same document, and each such signed
counterpart shall constitute an original of this Agreement.

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IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed in its corporate name by its proper officers as of the date first written above.

New York Independent System Operator, Inc.

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Rick Gonzales

Title: Chief Operating Officer

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

LS Power Grid New York Corporation I

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Casey Carroll

Title: Assistant Vice President
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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APPENDIX A-1

LISTING OF NTO TRANSMISSION FACILITIES
 UNDER ISO OPERATIONAL CONTROL\*

EQUIPMENT NAME

FROM BUS NAME

FROM
BUS KV

TO BUS NAME

TO BUS
 KV

LINE SEGMENT #141± EDIC 345 KV GORDON ROAD 345 KV

LINE SEGMENT #3712 GORDON ROAD 345 KV PRINCETOWN 345 KV

LINE SEGMENT #553± PRINCETOWN 345 KV NEW SCOTLAND 345 KV

LINE SEGMENT #30± GORDON ROAD 230 KV ROTTERDAM 230 KV

LINE SEGMENT #31± GORDON ROAD 230 KV ROTTERDAM 230 KV

LINE SEGMENT #351± EDIC 345 KV PRINCETOWN 345 KV

LINE SEGMENT #352± EDIC 345 KV PRINCETOWN 345 KV

LINE SEGMENT #361 PRINCETOWN 345 KV NEW SCOTLAND 345 KV

LINE SEGMENT #362 PRINCETOWN 345 KV NEW SCOTLAND 345 KV

TRANSFORMER 1 GORDON ROAD 345 KV GORDON ROAD 230 KV

TRANSFORMER 3 GORDON ROAD 345 KV GORDON ROAD 230 KV

\* The transmission facilities listed in this Appendix A-1 that are not in-service as of the effective date of this

Agreement will be completed and placed in service by the NTO in accordance with the applicable development

agreement entered into by the parties concerning such facilities. If, subsequent to the execution of this Agreement, there are any material changes to the transmission facilities listed in this Appendix A-1, the NTO and ISO shall update this Appendix A-1 in accordance with Section 2.01 of this Agreement.

± The NTO owns a portion of the transmission facility.

1 This line segment will be constructed and placed into service in segments, and will remain under ISO

operational control during construction. From approximately Spring 2021 to Spring 2022, the line segment will be a
part of the #31 line. Line segment #14 will be in its ultimate configuration starting in approximately Spring 2022.

2 This line segment will be constructed and placed into service in segments, and will remain under ISO

operational control during construction. From approximately Fall 2021 to Spring 2022, the line segment will be a

part of the #30 line. From approximately Spring 2022 to Spring 2023, the line segment will be a part of a temporary
#55 line configuration (Gordon Road to New Scotland 345 kV), which combines the #55 line segment and the #371
line segment. Line segment #371 will be in its ultimate configuration starting in approximately Spring 2023.

3 This line segment will be constructed and placed into service in segments, and will remain under ISO

operational control during construction. From approximately Fall 2021 to Spring 2022, the line segment will be a

part of the #14 line. From approximately Spring 2022 to Spring 2023, the line segment will be a part of a temporary #55 line configuration (Gordon Road to New Scotland 345 kV), which combines the #55 line segment and the #371 line segment. Line segment #55 will be in its ultimate configuration starting in approximately Spring 2023.

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APPENDIX A-2

LISTING OF NTO TRANSMISSION FACILITIES
 REQUIRING ISO NOTIFICATION

EQUIPMENT NAME FROM BUS NAME

FROM
BUS KV

TO BUS

TO BUS NAME
 KV

TRANSFORMER BANK 2 GORDON RD 345 KV GORDON ROAD 115 KV

TRANSFORMER BANK 4 GORDON RD 345 KV GORDON ROAD 115 KV

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APPENDIX A-3

LISTING OF NTO LOCAL AREA TRANSMISSION SYSTEM FACILITIES

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