

**Exhibit TUS I-7(B)**

**NYISO Conversion Documents**

(See attached.)

**ANNEX 8**  
**FORM CONVERSION CERTIFICATE**

**CONVERSION CERTIFICATE**

<b>Customer/Limited Customer/ Guest Name Before Conversion:</b>	
<b>Customer/Limited Customer/ Guest Name After Conversion:</b>	

The undersigned, a duly authorized representative of the NYISO Customer/Limited Customer/Guest named above (“Relevant Entity”), in his/her capacity as an officer of the Relevant Entity, hereby certifies, as follows, understanding that the NYISO is relying on such certification:

1. The Relevant Entity has recently undergone a conversion and the Relevant Entity’s name and organizational form after the conversion are as specified above. The conversion does not and will not affect the Relevant Entity’s obligations to the NYISO, and the Relevant Entity will continue to perform such obligations and, for purposes of its relationship with the NYISO, will operate its business as it did prior to the conversion.

2. The “Supporting Documents” attached hereto constitute true, correct, and complete copy of the relevant organizational documents, filed with the appropriate governmental authority in the Relevant Entity’s jurisdiction of formation, evidencing the conversion and ongoing existence of the Relevant Entity. The Supporting Documents are in full force and effect as of the date hereof, and there have been no amendments or other modifications affecting the Supporting Documents filed, recorded, or executed and no authorization for the filing, recording, or execution of any such amendment or modification is outstanding as of the date hereof.

3. Neither the Supporting Documents nor the conversion evidenced by the Supporting Documents restrict the Relevant Entity’s ability to enter into or participate in the NYISO-administered markets, participate in transactions scheduled with the NYISO, or otherwise take service in accordance with the NYISO tariffs.

**IN WITNESS WHEREOF**, the undersigned has executed this certificate as of the date first written below.

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

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

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

**Instructions:** The “Supporting Documents” should consist of a complete set of the relevant certificate of conversion, articles of incorporation, or the equivalent indicating the conversion. Documents should be certified by the Secretary of State (or similar) of the jurisdiction of formation, where applicable.

## Section F-2 Officer Certification Form

### NYISO MINIMUM PARTICIPATION CRITERIA OFFICER CERTIFICATION FORM

Customer Name	
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I, \_\_\_\_\_, a duly authorized officer of \_\_\_\_\_ ("Customer"), understanding that the NYISO is relying on this certification as evidence that Customer meets the minimum participation requirements set forth in Section 26.1 of Attachment K to the NYISO Market Administration and Control Area Services Tariff ("Attachment K"), hereby certify that I have full authority to bind Customer and further certify as follows:

1. **Risk Management.** Customer maintains current, written risk management policies and procedures that address those risks that could materially and adversely affect Customer's ability to pay its NYISO invoices when due, including, but not limited to, credit risks, liquidity risks, and market risks.
2. **Training.**
  - a. Each employee and agent with the right to Bid or schedule in the NYISO-administered markets on behalf of Customer has appropriate training and/or experience to transact on behalf of Customer in the NYISO-administered markets.
  - b. Each employee and agent with the right to Bid on Virtual Transactions or TCCs on behalf of Customer has successfully completed the designated NYISO-administered training course on Virtual Transactions and/or TCCs, as applicable.
3. **Operational Capabilities.** Customer has appropriate personnel resources and technical abilities to promptly and effectively respond to all communications and directions from the NYISO related to settlements, billing, credit requirements, and other financial matters.
4. **Capitalization.** Customer has demonstrated compliance with the NYISO's capitalization criteria as follows (check one):
  - a. By submitting a copy of Customer's, or its guarantor's, most recent annual audited financial statements that show at least:
 

<input type="checkbox"/> \$10 million in assets	OR	<input type="checkbox"/> \$1 million in tangible net worth
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Customer acknowledges that pursuant to Section 26.1.1 of Attachment K that Customer is required to notify the NYISO promptly in the event Customer's financial position no longer satisfies these minimum capitalization criteria and to post the appropriate amount of additional security; or

- b. By posting with the NYISO the amount of security indicated below, which security Customer acknowledges it may not use to support its NYISO credit requirements:
 

<input type="checkbox"/> \$200,000; Customer is not authorized to participate in the TCC market	OR	<input type="checkbox"/> \$500,000; Customer is authorized to participate in the TCC market
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Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

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

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

Subscribed and sworn before me \_\_\_\_\_, a notary public of the State of \_\_\_\_\_, in and for the County of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Notary Public Signature)

My commission expires: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**Section G**  
**Corporate Affiliate/Parent Form**

Date	
Applicant/Customer Name	
Publicly Traded? (Y/N)	
Stock Symbol	

**Applicant/Customer's Affiliates:**

Please list any Affiliates of the Applicant/Customer in the applicable category below. Indicate whether each Affiliate issues publicly-traded securities, its trading symbol (if applicable), and whether the Affiliate is a NYISO customer.

The NYISO's tariffs define the term "Affiliate" as follows: "With respect to a person or entity, any individual, corporation, partnership, firm, joint venture, association, joint-stock company, trust or unincorporated organization, directly or indirectly controlling, controlled by, or under common control with, such person or entity. The term "control" shall mean the possession, directly or indirectly, of the power to direct the management or policies of a person or an entity. A voting interest of ten percent or more shall create a rebuttable presumption of control." Under the NYISO's tariffs, the term "securities" include stocks, stock options, bonds, and any other instruments of debt or equity.

**A. Applicant/Customer's Ultimate Parent Company:** (If no parent, please mark "N/A") *Note: An "ultimate parent company" is the topmost responsible entity within the corporate hierarchy.*

Name	Publicly Traded?		Trading Symbol	NYISO Customer?	
	Y	N		Y	N

**B. Applicant/Customer's Intermediate Parent Company or Companies (if different from Ultimate Parent Company):** (If no parent, please market "N/A") *Note: An "intermediate parent company" is any entity in the corporate hierarchy in between the ultimate parent company and the Applicant/Customer.*

Name	Publicly Traded?		Trading Symbol	NYISO Customer?	
	Y	N		Y	N

**C. Applicant/Customer's Other Affiliates:** (If no affiliates, please market "N/A")

Name	Publicly Traded?		Trading Symbol	NYISO Customer?	
	Y	N		Y	N

- Please use additional sheets as necessary.

**Section H**  
**Signatory Page**

<b>Date Submitted</b>	
<b>Applicant Name</b>	

I, the undersigned, in my capacity as a duly authorized representative of the NYISO Applicant named above ("Applicant"), hereby certify, understanding that the NYISO is relying on such certification, that:

1. The Applicant is now, or shall be at the time the Applicant requests service from the NYISO, an Eligible Customer under the OATT and/or a Customer under the Services Tariff;
2. The information provided by the Applicant in this Application is true and accurate as of the date of submission of the Completed Application to the NYISO;
3. The person indicated in Section C of this Application has been appointed to act as the MIS administrator for the Applicant and will be the person authorized and responsible for providing and maintaining MIS user security information for the Applicant as a NYISO customer; and

Furthermore, the Applicant acknowledges that it is solely responsible for accurately and completely entering bids and any other required information into the MIS in a timely fashion, and that the Applicant will be responsible for all results, intended or otherwise, of the Applicant's bids.

**IN WITNESS WHEREOF**, the undersigned has executed this Application as of the date first written above.

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

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

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

**Section I**  
**Affidavit of Reciprocity**

*Only complete this section if the Applicant is to be a Transmission Customer under the OATT and your company does not own, control or operate transmission facilities.*

**Certification**

I, \_\_\_\_\_, certify that I am duly authorized representative of \_\_\_\_\_ (Transmission Customer) and that \_\_\_\_\_ (Transmission Customer) will not request service under this Service Agreement to assist an Eligible Customer to avoid the reciprocity provision of this Open Access Transmission Tariff.

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

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

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

Subscribed and sworn before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Notary Public Signature)

My Commission expires: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**Section J  
Bank Account Information**

Date	Application # <i>[NYISO use only]</i>	MIS Org ID <i>[NYISO use only]</i>	Date Received <i>[NYISO use only]</i>
<b>Applicant Name</b>			

**BANK ACCOUNT INFORMATION**

<b>Financial Institution</b>			
<b>Address Line 1</b>			
<b>Address Line 2</b>			
<b>City</b>		<b>State/ Province</b>	
<b>Zip Code</b>		<b>Country</b>	
<b>ABA #</b>		<b>Account Number</b>	

**AUTHORIZED SIGNATURES FOR BANK INFORMATION**

**First Banking Contact (REQUIRED)**

<b>First Name</b>		<b>Last Name</b>	
<b>Title</b>			
<b>Primary Phone</b>		<b>Secondary Phone</b>	
<b>E-mail Address</b>			
<b>Signature</b>		<b>Date</b>	

**Second Banking Contact (REQUIRED)**

<b>First Name</b>		<b>Last Name</b>	
<b>Title</b>			
<b>Primary Phone</b>		<b>Secondary Phone</b>	
<b>E-mail Address</b>			
<b>Signature</b>		<b>Date</b>	

Any changes to bank account information must be submitted to the NYISO in writing under the signatures of the individuals designated above.

\*Please note: The second banking contact must have a different e-mail address to comply with the NYISO's dual-verification procedures. If your company does not have a second banking contact, with a distinct e-mail address, you may provide the NYISO with written documentation, on company letterhead, stating that the company has only one primary banking contact, and as such, that contact is authorized to independently verify the company's banking instructions.



**Section K**  
**Federal & New York Tax Documentation**

**Section K-1**  
**Federal Tax Documentation**

**U.S. Entities - (Form W-9)**

- All Applicants other than Guests must complete the Request for Taxpayer Identification Number and Certification W-9 tax form. This form is required by the NYISO to enable it to report to the Internal Revenue Service payments made to Customer or Limited Customers. The NYISO is required to file an information return with the IRS that, in turn, requires a correct Taxpayer Information Number (TIN) from the Customer or Limited Customer. Please complete the Request for Taxpayer Identification Number and Certification W-9 tax form using the **most recent version** and directions that accompany the document as posted on the IRS website.

**Foreign Entities - (Forms W-8BEN or W-8ECD)**

- Foreign entities must submit a W-8BEN, W-8ECI or W-8IMY. An EIN Number is required. If you do not have one, you will need to obtain one and provide it to the NYISO.

**Section K-2**  
**New York State Tax Documentation**

**New York State Sales Tax Documentation**

- Please submit the required New York State sales tax documentation as required by the NYISO tariffs. Examples of acceptable documentation include: ST-119, ST-120, ST-121, Direct Pay Permit, Tax Exempt Letter, Affidavit (must be signed by the CEO or other corporate officer). Please refer to the NY State Tax Department web page for the **current versions** of the forms. Please refer to your accounting department or tax advisor to determine the appropriate document for your company. Please sign and complete the appropriate form using the number from your NY State Certificate of Authority. Also include a photocopy of NY State Certificate of Authority along with your completed NY State form.
  
- **Please Note Name of Seller:** The “Name of seller” section of the ST-120 and ST-121 should identify the NYISO as the “seller” as follows:

The New York Independent System Operator, Inc.  
10 Krey Blvd.  
Rensselaer, NY 12144
  
- **Please Note Exceptions:** A company that registers for **Virtual Transactions and/or EDRP ONLY**, does not have to submit New York State tax documentation. However, if the company wishes to participate in other markets now, or in the future, it will be required to submit the New York State tax documentation.

**Section L**  
**MIS Acknowledgement and Service of Process Authorization**

<b>Date</b>	
<b>Applicant/Customer Name</b>	

The undersigned, a duly authorized representative of the NYISO Applicant named above (“Applicant”), in his/her capacity as an officer of Applicant, hereby acknowledges and agrees as follows, understanding that the NYISO is relying on such acknowledgement and agreement:

1. Applicant hereby acknowledges and agrees that in order to schedule Transactions or participate in the ISO Administered Markets, Applicant must submit all Bids and Transaction schedules to the NYISO via the Market Information System (MIS). Applicant further acknowledges and agrees that the NYISO will not accept Bids or Transaction schedules delivered by telephone, facsimile, e-mail, or any means other than via MIS.
2. Applicant hereby acknowledges and agrees that it is the exclusive owner and solely responsible for the confidentiality and protection of its MIS password(s) and the administration of its MIS users. Applicant further acknowledges and agrees that it is fully responsible for all activities that arise from Applicant’s MIS users or the use of Applicant’s MIS password(s). Applicant agrees to indemnify the NYISO and hold the NYISO harmless if any other person utilizing Applicant’s confidential information provides instructions to the NYISO that may be contrary to Applicant’s instructions. Applicant agrees to immediately notify the NYISO in writing of any loss, theft, or unauthorized use of its MIS password(s) or by its MIS users.
3. Applicant hereby acknowledges and agrees that the NYISO does not warrant access to MIS will be uninterrupted or error-free, or that the site or server that makes MIS available will be virus-free, and that Applicant accesses MIS at its own discretion and risk and will be solely responsible for any damage to its computer systems or loss of information that may result.
4. WITH REGARD TO ANY DISPUTE, CLAIM, CONTROVERSY OR DISAGREEMENT (OF WHATEVER KIND, NATURE OR TYPE, AND WHETHER BASED IN CONTRACT, TORT, STATUTE OR OTHERWISE) ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY RELATED TO THE SCHEDULING OF TRANSACTIONS OR PARTICIPATION IN THE ISO ADMINISTERED MARKETS OR OTHER SERVICE OFFERED BY THE NYISO (“DISPUTE”), APPLICANT CONSENTS TO SERVICE OF PROCESS IN ANY SUCH DISPUTE BY MEANS OF FEDEX OVERNIGHT/NEXT BUSINESS DAY DELIVERY SERVICE (OR A COMPARABLE OVERNIGHT/NEXT BUSINESS DAY DELIVERY SERVICE), TO THE ADDRESS PROVIDED IN THE APPLICATION AS UPDATED FROM TIME TO TIME; NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN

PREVENTS NYISO FROM SERVING PROCESS BY ANY OTHER  
MEANS AUTHORIZED BY LAW.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the date  
first written above.

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

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

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

**ANNEX 11**

**FORM AGREEMENTS AMENDING SERVICE AGREEMENTS,  
ICAP AGREEMENTS, AND TCC AGREEMENTS**

## AMENDMENT OF SERVICE AGREEMENTS

<b>Prior Customer Name:</b> ("Prior Customer")	<b>Updated Customer Name:</b> ("Customer")
Name prior to applicable name change, merger, conversion, assignment	_____
	<b>Updated Address:</b> _____ _____
	<b>Updated Contact Name:</b> _____
	<b>Updated Contact Tel.:</b> _____
	<b>Updated Contact Fax:</b> _____
	<b>Updated Contact E-mail:</b> _____

<b>Effective Date:</b> _____ Effective Date of Amendment
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THIS AMENDMENT OF SERVICE AGREEMENTS (this "Agreement") is entered into as of the date indicated above by and between the **New York Independent System Operator, Inc.** (the "NYISO"), and the Customer named above. The NYISO and Customer each may be referred to as a "Party" and both may be referred to collectively as the "Parties".

WHEREAS, Customer's name and related details have changed as a result of a name change, merger, conversion, or contractual assignment from a third party;

WHEREAS, Customer and the NYISO are each parties to the following agreements ("Service Agreements") related to the NYISO's provision of services to, or receipt of services from, Customer:

1. Service Agreement under the Market Administration and Control Area Services Tariff, dated \_\_\_\_\_, between the NYISO and \_\_\_\_\_;
2. Service Agreement for Firm Point-to-Point Transmission Service under the Open Access Transmission Tariff, dated \_\_\_\_\_, between the NYISO and \_\_\_\_\_;
3. Service Agreement for Non-Firm Point-to-Point Transmission Service under the Open Access Transmission Tariff, dated \_\_\_\_\_, between the NYISO and \_\_\_\_\_;

WHEREAS, the Service Agreements remain in effect and legally binding on Customer following the change to Customer's name and related details described above;

NOW, THEREFORE, the Parties do hereby agree as follows:

1. Amendments to Party Name. The Service Agreements shall be amended as of the Effective Date such that any references in the Service Agreements to the Prior Customer indicated above shall be replaced with the name of the Customer indicated above.

2. Amendments to Notice Provisions. To the extent the Service Agreements specify an address or other details for delivering notice, the Service Agreements shall be amended as of the Effective Date to provide that any such communication to Customer shall be made to the Customer contact, and at the address, indicated above.

**IN WITNESS WHEREOF**, the Parties have caused their duly authorized representatives to execute this Agreement, effective as of the date set forth on the first page hereof.

**CUSTOMER**

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

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

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

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

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

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

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



**ANNEX 11**

**FORM AGREEMENTS AMENDING SERVICE AGREEMENTS,  
ICAP AGREEMENTS, AND TCC AGREEMENTS**

**AMENDMENT OF ICAP PURCHASE/SELL AGREEMENT**

<p><b>Prior Customer Name:</b>                  ("Prior Customer")</p> <p><small>Name prior to applicable name change, merger, conversion, assignment</small></p>	<p><b>Updated Customer Name:</b>                  ("Customer")</p> <p><b>Updated Address:</b></p> <p><b>Updated Contact Name:</b></p> <p><b>Updated Contact Tel.:</b></p> <p><b>Updated Contact Fax:</b></p> <p><b>Updated Contact E-mail:</b></p>
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**Effective Date:** \_\_\_\_\_  
Effective Date of Amendment

THIS AMENDMENT OF ICAP PURCHASE/SELL AGREEMENT (this "Agreement") is entered into as of the date indicated above by and between the **New York Independent System Operator, Inc.** (the "NYISO"), and the Customer named above. The NYISO and Customer each may be referred to as a "Party" and both may be referred to collectively as the "Parties".

WHEREAS, Customer's name and related details have changed as a result of a name change, merger, conversion, or contractual assignment from a third party;

WHEREAS, Customer and the NYISO are each parties to the following agreement ("ICAP Agreement") related to Customer's participation in the NYISO ICAP market:

1. Agreement to Purchase or Sell Unforced Capacity in NYISO Installed Capacity Auctions, dated \_\_\_\_\_, between the NYISO and \_\_\_\_\_;

WHEREAS, the ICAP Agreement remains in effect and legally binding on Customer following the change to Customer's name and related details described above;

NOW, THEREFORE, the Parties do hereby agree as follows:

1. Amendments to Party Name. The ICAP Agreement shall be amended as of the Effective Date such that any references in the ICAP Agreement to the Prior Customer indicated above shall be replaced with the name of the Customer indicated above.
2. Amendments to Notice Provisions. To the extent the ICAP Agreement specifies an address or other details for delivering notice, the ICAP Agreement shall be amended as of the

Effective Date to provide that any such communication to Customer shall be made to the Customer contact, and at the address, indicated above.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement, effective as of the date set forth on the first page hereof.

**CUSTOMER**

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

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

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

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

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

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

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

**Section SS  
Retail Access Certification**

<b>Date</b>	
<b>Applicant/Customer Name</b>	

The undersigned, a duly authorized representative of the NYISO Applicant named above ("Applicant"), in his/her capacity as an officer of the Applicant, hereby certifies, as follows, understanding that the NYISO is relying on such certification:

1. The Applicant has satisfied all criteria set forth by the Public Service Commission of the State of New York, and any other criteria required by New York state law, necessary to become a Load Serving Entity authorized to serve retail access customers.
2. Attached is a true, correct, and complete copy of the letter from the Public Service Commission stating that the Applicant is authorized to serve retail load in New York.
3. The Applicant has satisfied all criteria (other than the requirement to be a NYISO Customer, if any) set forth in the approved retail access plan of the Transmission Owner(s) in the service territory in which the NYISO Applicant will serve retail access customers.
4. The Applicant is the duly authorized agent of the retail access customers that it will serve.
5. The Applicant is currently participating in (or on the date service under the NYISO tariffs commences, will be participating in) the retail access program of the relevant Transmission Owner(s), and plans to continue participating in such program(s) during the time the Applicant remains a customer of the NYISO.
6. Applicant certifies that it is (or expects to be on the date service under the NYISO tariffs commences) either: (a) aggregating or serving load that is of an amount greater than or equal to one (1) MW in each hour as measured between a single Point of Injection and a single Point of Withdrawal; or (b) making purchases from the NYISO-administered markets at a single bus of an amount greater than or equal to one (1) MW in each hour.

**IN WITNESS WHEREOF**, the undersigned has executed this certificate as of the date first written above.

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

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

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

**Section TT**  
**Market-Based Ratemaking Authority Certification**

<b>Date</b>	
<b>Applicant/Customer Name</b>	

The undersigned, a duly authorized representative of the NYISO Applicant named above ("Applicant"), in his/her capacity as an officer of the Applicant, hereby certifies, understanding that the NYISO is relying on such certification, that either:

1. The Applicant is authorized to sell energy or ancillary services at market-based prices and has satisfied all criteria set forth by the Public Service Commission of the State of New York, New York state law, and any other state or federal laws or regulations required in order for the Applicant to obtain authorization to sell energy or ancillary services at market-based prices; or
2. The activities of the Applicant in the NYISO-administered markets will not require the Applicant to obtain market-based ratemaking authority under any state or federal laws or regulations.

**IN WITNESS WHEREOF**, the undersigned has executed this certificate as of the date first written above.

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

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

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