

**AMENDMENT NO. 1 TO  
PARTICIPANTS AGREEMENT  
(Reliability Committee Review of Reliability Determinations)**

THIS AMENDMENT NO. 1 TO PARTICIPANTS AGREEMENT (this “Amendment No. 1”) is made and entered into as of this 10th day of April, 2009 by and between ISO New England Inc. (the “ISO”) and the New England Power Pool, an unincorporated association created pursuant to the New England Power Agreement dated as of September 1, 1971, as amended and restated, acting herein by and through the NEPOOL Participants Committee (collectively, “NEPOOL”).

WHEREAS, the Participants Agreement by and among the ISO, NEPOOL, and any Entities that might become individual parties to the Participants Agreement pursuant to Section 6.3 thereof (each, an “Individual Participant”), of which they are none currently, became effective as of February 1, 2005; and

WHEREAS, the Federal Energy Regulatory Commission (“Commission”), in orders dated October 28, 2008 and December 18, 2008 in Docket No. ER08-1209-000 (the “Orders”), supported the continued stakeholder review of reliability determinations related to resource capacity reductions or retirements; and

WHEREAS, in the Orders, the Commission directed that the procedure for consulting with NEPOOL members on such determinations, through the Reliability Committee or otherwise, be reflected in arrangements filed with and approved and/or accepted by the Commission; and

WHEREAS, the ISO and NEPOOL desire to amend the Participants Agreement in response to the requirements of the Orders to reflect the revisions detailed herein.

NOW, THEREFORE, upon approval of this Amendment No. 1 by the ISO and by the NEPOOL Participants Committee in accordance with the procedures set forth in the Participants Agreement, the ISO and NEPOOL agree as follows:

**1. Amendments to Section 8.2.3 (Reliability Committee).** The following new subsections (o) and (p) are inserted immediately after Section 8.2.3(n):

- (o) Non-Price Retirement Requests submitted by Capacity Resources pursuant to Section 13.1.2.3.1.5 of Section III of the Tariff;
- (p) ISO determinations regarding Capacity Resources submitting de-list bids that were determined to be needed for reliability pursuant to Section 13.2.5.2.5 of Section III of the Tariff, initially through review of the annual as-filed Forward Capacity Market auction results report sections regarding such de-list bids and, subsequent to that review and with respect to any particular de-list bid, at a meeting of the Committee upon a request to the Chair by one or more members of the Committee.

**2. Effective Date.** This Amendment No. 1 shall become effective on April 17, 2009 or on such other date as the Commission shall provide that the amendments reflected herein shall become effective.

**3. Counterparts.** Counterparts of this Amendment No. 1 may be signed by the parties, each of which shall be an original but both of which together shall constitute one and the same instrument.

**4. Governing Law.** This Amendment No. 1 shall be governed by and enforced in accordance with the laws of the State of Delaware.

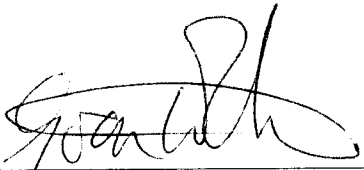
**5. Miscellaneous.** Terms used in this Amendment No. 1 that are not defined herein shall have the meanings ascribed to them in the Participants Agreement, the Second Restated NEPOOL Agreement, or the ISO's Transmission, Markets and Services Tariff.

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IN WITNESS WHEREOF, the ISO and the Governance Participants have caused this Amendment No. 1 to be executed by their duly authorized representatives as of the date first written above.

ISO NEW ENGLAND INC.

NEW ENGLAND POWER POOL  
acting through the NEPOOL Participants  
Committee

By:   
Name: Gordon Van Wazie  
Title: President & Chief Executive Officer


By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the ISO and the Governance Participants have caused this Amendment No. 1 to be executed by their duly authorized representatives as of the date first written above.

ISO NEW ENGLAND INC.

NEW ENGLAND POWER POOL  
acting through the NEPOOL Participants  
Committee

By: \_\_\_\_\_  
Name:  
Title:

By:  \_\_\_\_\_  
Name: Robert Spin  
Title: Chairman

**AMENDMENT NO. 2 TO  
PARTICIPANTS AGREEMENT  
(Market Monitoring)**

THIS AMENDMENT NO. 2 TO PARTICIPANTS AGREEMENT (this “Amendment No. 2”) is made and entered into as of this 10th day of April, 2009 by and between ISO New England Inc. (the “ISO”) and the New England Power Pool, an unincorporated association created pursuant to the New England Power Agreement dated as of September 1, 1971, as amended and restated, acting herein by and through the NEPOOL Participants Committee (collectively, “NEPOOL”).

WHEREAS, the Participants Agreement by and among the ISO, NEPOOL, and any Entities that might become individual parties to the Participants Agreement pursuant to Section 6.3 thereof (each, an “Individual Participant”), of which they are none currently, became effective as of February 1, 2005; and

WHEREAS, on October 17, 2008, the Federal Energy Regulatory Commission (“Commission”) issued Order 719, its Final Rule on “Wholesale Competition in Regions with Organized Electric Markets” (Docket Nos. AD07-7-000 and RM07-19-000), which requires, among other things, a demonstration that existing tariffs comply with the Final Rule in a number of defined areas, including in the area of market monitoring policies; and

WHEREAS, in response to Order 719, the ISO proposed and NEPOOL supported revisions to certain market monitoring-related provisions of Market Rule 1 and Appendices A, B and G (“Market Rule Changes”);

WHEREAS, the revisions to the Participants Agreement detailed herein conform the Participants Agreement to the Market Rule Changes; and

WHEREAS, the ISO and NEPOOL desire to amend the Participants Agreement to reflect the revisions detailed herein.

NOW, THEREFORE, upon approval of this Amendment No. 2 by the ISO and by the NEPOOL Participants Committee in accordance with the procedures set forth in the Participants Agreement, the ISO and NEPOOL agree as follows:

- 1. Amendments to Section 9.4 (Market Monitoring).** Section 9.4 of the Participants Agreement is hereby amended to conform to the Market Rule Changes as set forth on Appendix A hereto.
- 2. Effective Date.** This Amendment No. 2 shall become effective on June 28, 2009 or on such other date as the Commission shall provide that the amendments reflected herein shall become effective.
- 3. Counterparts.** Counterparts of this Amendment No. 2 may be signed by the parties, each of which shall be an original but both of which together shall constitute one and the same instrument.

**4. Governing Law.** This Amendment No. 2 shall be governed by and enforced in accordance with the laws of the State of Delaware.

**5. Miscellaneous.** Terms used in this Amendment No. 2 that are not defined herein shall have the meanings ascribed to them in the Participants Agreement, the Second Restated NEPOOL Agreement, or the ISO's Transmission, Markets and Services Tariff.

[The next page is the signature page.]

IN WITNESS WHEREOF, the ISO and the Governance Participants have caused this Amendment No. 2 to be executed by their duly authorized representatives as of the date first written above.

ISO NEW ENGLAND INC.

NEW ENGLAND POWER POOL  
acting through the NEPOOL Participants  
Committee

By:   
Name: Gordon Van Welle  
Title: President & Chief Executive Officer

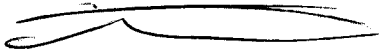
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the ISO and the Governance Participants have caused this Amendment No. 2 to be executed by their duly authorized representatives as of the date first written above.

ISO NEW ENGLAND INC.

NEW ENGLAND POWER POOL  
acting through the NEPOOL Participants  
Committee

By: \_\_\_\_\_  
Name:  
Title:

By:   
Name: *Robert Stein*  
Title: *Chairman*

APPENDIX A

1. Amendment to Defined Term for and References to IMMUE. Wherever “IMMU” is used in the Participants Agreement, the references are amended to read “External Market Monitor”.
2. Amendment to Defined Term for and References to INTMMU. Wherever “INTMMU” is used in the Participants Agreement, the references are amended to read “Internal Market Monitor”.
3. Amendment to Section 9.4.2 (Market Monitoring Framework). Section 9.4.2 is amended so that it reads as follows:

The market monitoring and mitigation functions contained in the Market Rules shall be performed by the Internal Market Monitor, which shall report to the ISO Board and, for administrative purposes only, to the ISO Chief Executive Officer, and by an External Market Monitor selected by and reporting to the ISO Board. Members of the ISO Board who also perform management functions for the ISO shall be excluded from oversight and governance of the Internal Market Monitor and External Market Monitor.

4. Amendment of Section 9.4.3. Section 9.4.3 is amended so that it reads as follows:

Functions of the External Market Monitor. The External Market Monitor shall perform the following functions:

- (a) Review the competitiveness of the New England Markets, the impact that the Market Rules and/or changes to the Market Rules will have on the New England Markets and the impact that the ISO’s actions have had on the New England Markets. In the event that the External Market Monitor uncovers problems with the New England Markets, the External Market Monitor shall promptly inform the Commission, the Commission’s Office of Energy Market Regulation staff, the ISO Board, the public utility commissions for each of the six New England states, and the Governance Participants of its findings in accordance with the procedures outlined in Sections III.A.14 and III.A.15 of Appendix A of the Market Rules, provided that in the case of Governance Participants and the public utility commissions, information in such findings shall be redacted as necessary to comply with the Information Policy. Notwithstanding the foregoing, in the event the External Market Monitor believes broader dissemination could lead to exploitation, it shall limit distribution of its identifications to the ISO and to the Commission, with an explanation of why broader dissemination should be avoided at that time.
- (b) The External Market Monitor will perform independent evaluations and prepare annual and ad hoc reports on the overall competitiveness and efficiency of the New England Markets or particular aspects of the New England Markets, including the adequacy of the Market Rules on Market Monitoring in accordance

with the provisions of Section III.A.12 of Appendix A of the Market Rules. The External Market Monitor shall have the sole discretion to determine whether and when to prepare ad hoc reports and may prepare such reports on its own initiative or pursuant to requests by the ISO, state public utility commissions or one or more Governance Participants. Final versions of such reports shall be disseminated contemporaneously to the Commission, the ISO Board, the Governance Participants, and state public utility commissions for each of the six New England states, provided that in the case of the Governance Participants and public utility commissions, such information shall be redacted as necessary to comply with the Information Policy. Such reports shall, at a minimum, include:

- (i) Review and assessment of the practices, Market Rules, procedures, protocols and other activities of the ISO insofar as such activities, and the manner in which the ISO implements such activities, affect the competitiveness and efficiency of New England Markets.
- (ii) Review and assessment of the practice, procedures, protocols and other activities of any ITC or ITCs, transmission provider or similar entity insofar as its activities affect the competitiveness and efficiency of the New England Markets.
- (iii) Review and assessment of the activities of Governance Participants insofar as these activities affect the competitiveness and efficiency of the New England Markets.
- (iv) Review and assessment of the effectiveness of the Market Rules on Market Monitoring and Mitigation and the administration of the Market Rules on Market Monitoring and Mitigation by the Internal Market Monitor for consistency and compliance with the terms of the Market Rules on Market Monitoring and Mitigation.
- (v) Review and assessment of the relationship of the New England Markets with any ITC or ITCs and with adjacent markets.

The External Market Monitor, subject to confidentiality restrictions, may decide whether and to what extent to share drafts of any report or portions thereof with the Commission, the ISO, one or more state public utility commission(s) in New England or Governance Participants for input and verification before the report is finalized. The External Market Monitor shall keep the Governance Participants informed of the progress of any report being prepared pursuant to the terms of this Agreement.

- (c) Conduct evaluations and prepare reports on its own initiative or at the request of others.

- (d) Prepare recommendations to the ISO Board and the Governance Participants on how to improve the overall competitiveness and efficiency of the New England Markets or particular aspects of the New England Markets, including improvements to the Market Rules on Market Monitoring and Mitigation.
- (e) Recommend actions to the ISO Board and the Governance Participants to increase liquidity and efficient trade between regions and improve the efficiency of the New England Markets.
- (f) Review the ISO's filings with the Commission from the standpoint of the effects of any such filing on the competitiveness and efficiency of the New England Markets. The External Market Monitor will have the opportunity to comment on any filings under development by the ISO and may file comments with the Commission when the filings are made by the ISO. The subject of any such comments will be the External Market Monitor's assessment of the effects of any proposed filing on the competitiveness and efficiency of the New England Markets, or the effectiveness of the Market Rules on Market Monitoring and Mitigation, as appropriate.
- (g) Provide information to be directly included in the monthly market updates that are provided at the meetings of the Governance Participants.

5. Amendment of Section 9.4.4. Section 9.4.4 is amended so that it reads as follows:

Functions of the Internal Market Monitor. The Internal Market Monitor shall perform the following functions:

- (a) Maintain the Market Rules on Market Monitoring and Mitigation and consider whether the Market Rules on Market Monitoring and Mitigation require amendment. Any amendments deemed to be necessary by the Internal Market Monitor shall be undertaken after consultation with Governance Participants in accordance with Section 11.
- (b) Perform the day-to-day, real-time review of market behavior in accordance with the Market Rules on Market Monitoring and Mitigation.
- (c) Consult with External Market Monitor, as needed, with respect to implementing and applying the Market Rules on Market Monitoring and Mitigation.
- (d) Identify and notify the Commission's Office of Enforcement staff of instances in which a Governance Participant's behavior, or that of the ISO, may require investigation, including suspected Tariff violations, suspected violations of Commission-approved rules and regulations, suspected market manipulation, and inappropriate dispatch that creates substantial concerns regarding unnecessary

market inefficiencies, in accordance with the procedures outlined in Section III.A.14 of Appendix A of the Market Rules.

- (e) Review the competitiveness of the New England Markets, the impact that the Market Rules and/or changes to the Market Rules will have on the New England Markets and the impact that ISO's actions have had on the New England Markets. In the event that the Internal Market Monitor uncovers problems with the New England Markets, the Internal Market Monitor shall promptly inform the Commission, the Commission's Office of Energy Market Regulation staff, the ISO Board, the public utility commissions for each of the six New England states, and the Governance Participants of its findings in accordance with the procedures outlined in Sections III.A.14 and III.A.15 of Appendix A of the Market Rules, provided that in the case of Governance Participants and the public utility commissions, information in such findings shall be redacted as necessary to comply with the Information Policy. Notwithstanding the foregoing, in the event the Internal Market Monitor believes broader dissemination could lead to exploitation, it shall limit distribution of its identifications to the ISO and to the Commission, with an explanation of why broader dissemination should be avoided at that time.
- (f) Provide support and information to the ISO Board and the External Market Monitor consistent with the Internal Market Monitor's functions.
- (g) Prepare an annual state of the market report on market trends and the performance of the New England Markets, as well as less extensive quarterly reports, in accordance with the provisions of Section III.A.12 of Appendix A of the Market Rules.
- (h) Be primarily responsible for interaction with external Control Areas, the Commission, other regulators and Governance Participants with respect to the matters addressed in the Market Rules on Market Monitoring and Mitigation.
- (i) If and when established, participate in a committee of regional market monitors to review issues associated with interregional transactions, including any barriers to efficient trade and competition.

6. Amendment of Section 9.4.5. Section 9.4.5 is amended so that it reads as follows:

Filing of External Market Monitor Contract. ISO shall file its contract with the External Market Monitor with the Commission. In order to facilitate the performance of the External Market Monitor's functions, the External Market Monitor shall have, and the ISO's contract with the External Market Monitor shall provide for access by the External Market Monitor to ISO data and personnel, including ISO management responsible for market monitoring, operations and billing and settlement functions. Any proposed termination of the contract with the External Market Monitor or modification of, or other

limitation on, the External Market Monitor's scope of work shall be subject to prior Commission approval. The contract shall prohibit the External Market Monitor (i) from providing any consulting services to the Governance Participants or any services to ISO that are unrelated to the External Market Monitor's functions under the contract to ISO, provided that this prohibition shall not limit in any way the ability of the External Market Monitor to prepare and file testimony or work on improvements to the New England Markets or (ii) from providing consulting services to any Governance Participant. The contract will also contain restrictions comparable to those on independent auditors (e.g., prohibiting any other business relationship with ISO or any Governance Participant).

7. Amendment of Section 9.4.6. Section 9.4.6 is amended so that it reads as follows:

External Market Monitor Budget. The External Market Monitor budget will be separately identified, included and considered in the overall ISO budget process set forth in Section 12.

**AMENDMENT NO. 3 TO  
PARTICIPANTS AGREEMENT  
(ISO Board Responsiveness)**

THIS AMENDMENT NO. 3 TO PARTICIPANTS AGREEMENT (this “Amendment No. 3”) is made and entered into as of this 10th day of April, 2009 by and between ISO New England Inc. (the “ISO”) and the New England Power Pool, an unincorporated association created pursuant to the New England Power Agreement dated as of September 1, 1971, as amended and restated, acting herein by and through the NEPOOL Participants Committee (collectively, “NEPOOL”).

WHEREAS, the Participants Agreement by and among the ISO, NEPOOL, and any Entities that might become individual parties to the Participants Agreement pursuant to Section 6.3 thereof (each, an “Individual Participant”), of which they are none currently, became effective as of February 1, 2005; and

WHEREAS, on October 17, 2008, the Federal Energy Regulatory Commission (“Commission”) issued Order 719, its Final Rule on “Wholesale Competition in Regions with Organized Electric Markets” (Docket Nos. AD07-7-000 and RM07-19-000), which requires, among other things, that the ISO submit a filing demonstrating that it has in place, or will adopt, practices and procedures to ensure that its board of directors is responsive to customers and other stakeholders (i.e. the willingness of the ISO, as evidenced in its practices and procedures, to directly receive concerns and recommendations from customers and other stakeholders, and to fully consider and take actions in response to the issues that are raised); and

WHEREAS, in response to Order 719, the ISO proposed, and NEPOOL supported, revisions to the Participants Agreement to enhance the responsiveness of the ISO Board of Directors; and

WHEREAS, the ISO and NEPOOL desire to amend the Participants Agreement to reflect the revisions detailed herein.

NOW, THEREFORE, upon approval of this Amendment No. 3 by the ISO and by the NEPOOL Participants Committee in accordance with the procedures set forth in the Participants Agreement, the ISO and NEPOOL agree as follows:

**1. Amendments to Section 10.2.** Section 10.2 (Interaction with the Board) is hereby amended as follows:

**1.1 Amendment to Section 10.2.3.** Section 10.2.3 is amended so that it reads as follows:

Meeting Agenda. ISO shall use its best efforts to make available on its website or by other means of distribution agendas for the next scheduled meetings of the ISO Board and the committees of the Board identifying those matters presented for Governance Participant consideration in accordance with Section 11 which the ISO Board or any committee is expected to consider and act upon at its meeting.

**1.2 Amendment to Section 10.2.5.** Section 10.2.5 is amended so that it reads as follows:

Submission of Documents to the ISO Board and Committees. The ISO Board and committees shall accept written materials regarding agenda items. ISO shall promptly make such written materials available on its website. Such written materials must be submitted in accordance with reasonable parameters established by ISO, which parameters shall be posted on the ISO website. These parameters shall establish time frames for the submission of documents (i.e., sufficiently in advance of meetings so they can be synopsisized and distributed to the ISO Board or committee.).

**2. Effective Date.** This Amendment No. 3 shall become effective on June 28, 2009 or on such other date as the Commission shall provide that the amendments reflected herein shall become effective.

**3. Counterparts.** Counterparts of this Amendment No. 3 may be signed by the parties, each of which shall be an original but both of which together shall constitute one and the same instrument.

**4. Governing Law.** This Amendment No. 3 shall be governed by and enforced in accordance with the laws of the State of Delaware.

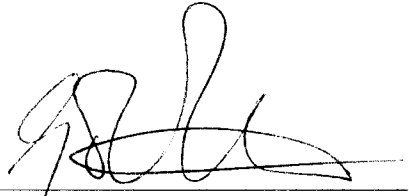
**5. Miscellaneous.** Terms used in this Amendment No. 3 that are not defined herein shall have the meanings ascribed to them in the Participants Agreement, the Second Restated NEPOOL Agreement, or the ISO's Transmission, Markets and Services Tariff.

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IN WITNESS WHEREOF, the ISO and the Governance Participants have caused this Amendment No. 3 to be executed by their duly authorized representatives as of the date first written above.

ISO NEW ENGLAND INC.

NEW ENGLAND POWER POOL  
acting through the NEPOOL Participants  
Committee

By:   
Name: Gordon van Walle  
Title: President & Chief Executive Officer


By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the ISO and the Governance Participants have caused this Amendment No. 3 to be executed by their duly authorized representatives as of the date first written above.

ISO NEW ENGLAND INC.

NEW ENGLAND POWER POOL  
acting through the NEPOOL Participants  
Committee

By: \_\_\_\_\_  
Name:  
Title:

By:   
Name: *Robert Skir*  
Title: *Chairman*

**AMENDMENT NO. 4 TO  
PARTICIPANTS AGREEMENT  
(Mission Statement)**

THIS AMENDMENT NO. 4 TO PARTICIPANTS AGREEMENT (this “Amendment No. 4”) is made and entered into as of this 10th day of April, 2009 by and between ISO New England Inc. (the “ISO”) and the New England Power Pool, an unincorporated association created pursuant to the New England Power Agreement dated as of September 1, 1971, as amended and restated, acting herein by and through the NEPOOL Participants Committee (collectively, “NEPOOL”).

WHEREAS, the Participants Agreement by and among the ISO, NEPOOL, and any Entities that might become individual parties to the Participants Agreement pursuant to Section 6.3 thereof (each, an “Individual Participant”), of which they are none currently, became effective as of February 1, 2005; and

WHEREAS, on October 17, 2008, the Federal Energy Regulatory Commission (“Commission”) issued Order 719, its Final Rule on “Wholesale Competition in Regions with Organized Electric Markets” (Docket Nos. AD07-7-000 and RM07-19-000), which requires, among other things, that the ISO submit a filing demonstrating that it has in place, or will adopt, practices and procedures to ensure that its board of directors is responsive to customers and other stakeholders (i.e. the willingness of the ISO, as evidenced in its practices and procedures, to directly receive concerns and recommendations from customers and other stakeholders, and to fully consider and take actions in response to the issues that are raised); and

WHEREAS, in response to Order 719, the ISO proposed, and NEPOOL supported, revisions to the “Mission Statement” section (formerly “Objectives”) of the ISO Tariff, the Market Participant Service Agreement (“MPSA”), the Alternative MPSA, and the Participants Agreement (“Mission Statement Changes”);

WHEREAS, the revisions to the Participants Agreement detailed herein conform the Participants Agreement to the Mission Statement Changes; and

WHEREAS, the ISO and NEPOOL desire to amend the Participants Agreement to reflect the revisions detailed herein.

NOW, THEREFORE, upon approval of this Amendment No. 4 by the ISO and by the NEPOOL Participants Committee in accordance with the procedures set forth in the Participants Agreement, the ISO and NEPOOL agree as follows:

**1. Amendments to Section 2.3.** The title of Section 2.3 (Objectives) is revised to be “Mission of ISO”, the phrase “The objectives of ISO are” in the first sentence is deleted and replaced with “The mission of ISO is”, and the last paragraph is deleted in its entirety and replaced with the following paragraph:

In fulfilling this mission and consistent with the preceding principles, the ISO shall strive to perform all its functions and services in a cost-effective manner, for the benefit of all

those served by the ISO. To assist stakeholders in evaluating any major ISO initiative that affects market design, system planning or operation of the New England bulk power system, the ISO will provide quantitative and qualitative information on the need for and the impacts, including costs, of the initiative.

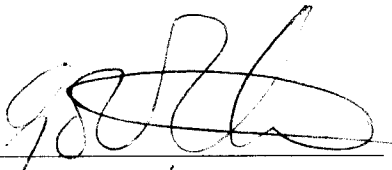
- 2. Effective Date.** This Amendment No. 4 shall become effective on June 28, 2009 or on such other date as the Commission shall provide that the amendments reflected herein shall become effective.
- 3. Counterparts.** Counterparts of this Amendment No. 4 may be signed by the parties, each of which shall be an original but both of which together shall constitute one and the same instrument.
- 4. Governing Law.** This Amendment No. 4 shall be governed by and enforced in accordance with the laws of the State of Delaware.
- 5. Miscellaneous.** Terms used in this Amendment No. 4 that are not defined herein shall have the meanings ascribed to them in the Participants Agreement, the Second Restated NEPOOL Agreement, or the ISO's Transmission, Markets and Services Tariff.

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IN WITNESS WHEREOF, the ISO and the Governance Participants have caused this Amendment No. 4 to be executed by their duly authorized representatives as of the date first written above.

ISO NEW ENGLAND INC.

NEW ENGLAND POWER POOL  
acting through the NEPOOL Participants  
Committee

By:   
Name: Gordon Van Natta  
Title: President & Chief Executive Officer

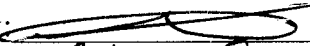
By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the ISO and the Governance Participants have caused this Amendment No. 4 to be executed by their duly authorized representatives as of the date first written above.

ISO NEW ENGLAND INC.

NEW ENGLAND POWER POOL  
acting through the NEPOOL Participants  
Committee

By: \_\_\_\_\_  
Name:  
Title:

By:  \_\_\_\_\_  
Name: Robert Stein  
Title: Chairman

**AMENDMENT NO. 5 TO  
PARTICIPANTS AGREEMENT  
(Related Person Definition)**

THIS AMENDMENT NO. 5 TO PARTICIPANTS AGREEMENT (“Amendment No. 5”) is made and entered into as of this 4th day of January, 2011 by and between ISO New England Inc. (the “ISO”) and the New England Power Pool, an unincorporated association created pursuant to the New England Power Agreement dated as of September 1, 1971, as amended and restated, acting herein by and through the NEPOOL Participants Committee (“NEPOOL”).

WHEREAS, the Participants Agreement by and among the ISO and NEPOOL became effective as of February 1, 2005 and has subsequently been amended four times.

WHEREAS, the ISO and NEPOOL desire to amend the Participants Agreement to reflect the revisions detailed herein.

NOW, THEREFORE, upon approval of this Amendment No. 5 by the ISO and by the NEPOOL Participants Committee in accordance with the procedures set forth in the Participants Agreement, the ISO and NEPOOL agree as follows:

**1. Amendments to Section 1.1 (Defined Terms).** The definition of Related Person is hereby amended as follows:

**1.1 Amendment to “Related Person” Subsection (a)(iv).** Clause (a)(iv) of the Related Person definition is amended to read as follows:

a natural person, or a member of such natural person’s immediate family, who is, or within the last six (6) months has been, an officer, director, partner, employee, or representative in ISO activities of, or natural person having a material ongoing business or professional relationship directly related to New England Markets activities with, the Governance Participant or any corporation, partnership, business trust or other business organization related to the Governance Participant pursuant to clauses (i), (ii) or (iii) of this paragraph (a);

**1.2 Amendment to “Related Person” Subsection (b)(ii).** Clause (b)(ii) of the Related Person definition is amended to read as follows:

any corporation, partnership, business trust, or other business organization of which such Natural Person Participant, or a member of such Natural Person Participant’s immediate family, is, or within the last six (6) months has been, an officer, director, partner, or employee of, or with which an individual Natural Person Participant has, or within the last six (6) months had, a material ongoing business or professional relationship directly related to New England Markets activities, or

- 2. Effective Date.** This Amendment No. 5 shall become effective on January 15, 2011 or on such other date as the Commission shall provide that the amendments reflected herein shall become effective.
- 3. Counterparts.** Counterparts of this Amendment No. 5 may be signed by the parties, each of which shall be an original but both of which together shall constitute one and the same instrument.
- 4. Governing Law.** This Amendment No. 5 shall be governed by and enforced in accordance with the laws of the State of Delaware.
- 5. Miscellaneous.** Terms used in this Amendment No. 5 that are not defined herein shall have the meanings ascribed to them in the Participants Agreement, the Second Restated NEPOOL Agreement, or the ISO's Transmission, Markets and Services Tariff.

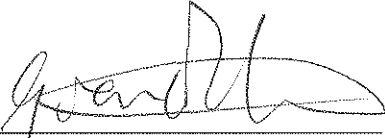
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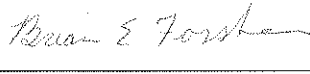
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IN WITNESS WHEREOF, the ISO and NEPOOL have caused this Amendment No. 5 to be executed by their duly authorized representatives as of the date first written above.

ISO NEW ENGLAND INC.

NEW ENGLAND POWER POOL  
acting through the NEPOOL Participants  
Committee

By:   
Name: Gordon van Welie  
Title: President and Chief Executive Officer

By:   
Name: Brian Forshaw  
Title: Chair, NEPOOL Participants  
Committee

**AMENDMENT NO. 6 TO  
PARTICIPANTS AGREEMENT  
(Government Entity Proposal)**

THIS AMENDMENT NO. 6 TO PARTICIPANTS AGREEMENT (“Amendment No. 6”) is made and entered into as of this 4th day of January, 2011 by and between ISO New England Inc. (the “ISO”) and the New England Power Pool, an unincorporated association created pursuant to the New England Power Agreement dated as of September 1, 1971, as amended and restated, acting herein by and through the NEPOOL Participants Committee (“NEPOOL”).

WHEREAS, the Participants Agreement by and among the ISO and NEPOOL became effective as of February 1, 2005 and has subsequently been amended five times.

WHEREAS, the ISO and NEPOOL desire to amend the Participants Agreement to reflect the revisions detailed herein.

NOW, THEREFORE, upon approval of this Amendment No. 6 by the ISO and by the NEPOOL Participants Committee in accordance with the procedures set forth in the Participants Agreement, the ISO and NEPOOL agree as follows:

**1. Amendments to Section 1.1 (Defined Terms).** A new definition for Government Entity is added in the appropriate alphabetical order and the definitions of End User Organization, End User Participant, Large End User, and Related Person are hereby amended as follows:

- 1.1 Addition of Definition of Government Entity. The following definition is added to Section 1.1 of the Participants Agreement:

“Government Entity” shall mean a municipality or other governmental agency located in New England which does not meet the definition of Publicly Owned Entity.

- 1.2 Amendment to Definition of “End User Organization”. The definition of End User Organization is amended to read as follows:

End User Organization shall mean an End User Participant which is (a) a registered tax-exempt non-profit organization with (i) an organized board of directors and (ii) a membership (A) of at least 100 Entities that buy electricity at wholesale or retail in the New England states or (B) with an aggregate peak monthly demand (non-coincident) for load in New England, including load served by Governance Only End User Behind-the-Meter Generation, of at least ten (10) megawatts or (b) a Government Entity that is a Governance Only Member.

- 1.3 Amendment to Definition of “End User Participant”. The definition of End User Participant is amended to read as follows:

End User Participant shall mean a NEPOOL Participant which is (a) a consumer of electricity in the New England Control Area that generates or purchases electricity primarily for its own consumption, (b) a non-profit group representing such

consumers, (c) a Government Entity, or (d) a Related Person of another End User Participant and which (i) is licensed as a competitive supplier under the statutes and regulations of the state in which the End User Participant which is its Related Person is located and (ii) participates in the New England Market solely to serve the load of the End User which is its Related Person.

- 1.4 Amendment to Definition of “Large End User”. The definition of Large End User is amended to read as follows:

Large End User shall mean an End User Participant which is considered for this purpose to be (a) a single end user with a peak monthly demand (non-coincident) for load in New England, including load served by Governance Only End User Behind-the-Meter Generation (“Peak Load”), of at least one (1) megawatt, or (b) a group of two or more corporate entities each with a Peak Load of at least 0.35 megawatts that together totals at least one (1) megawatt, or (c) a Government Entity that is a Market Participant End User with a Peak Load of at least one (1) megawatt.

- 1.5 Amendment to Definition of “Related Person”. The following new subsection (c) is inserted immediately after subsection (b) of the definition of Related Person, and the remaining subsection renumbered to reflect that insertion:

(c) For all End User Participants which are also Government Entities, a Related Person is any Government Entity or Publicly Owned Entity directly Controlling, Controlled by, or under common Control with, such Entity. The term “Control” means the possession of the power to direct the management or policies of a Government Entity. A rebuttable presumption of Control of a Government Entity will be created when a majority of the governing body of such Entity can be removed without cause by an official of another Government Entity or Publicly Owned Entity or is composed of employees of another Government Entity or Publicly Owned Entity.

2. **Amendment to Section 7.3.2 (Criteria for Sector Membership)**. The criteria for membership in the End User Sector is revised by inserting the following sentence immediately following the first sentence of Section 7.3.2(f) of the Participants Agreement:

Unless a Government Entity is a Related Person of a member of the Publicly Owned Entity Sector, a Government Entity shall join the End User Sector.

3. **Effective Date**. This Amendment No. 6 shall become effective on January 15, 2011 or on such other date as the Commission shall provide that the amendments reflected herein shall become effective.

4. **Counterparts**. Counterparts of this Amendment No. 6 may be signed by the parties, each of which shall be an original but both of which together shall constitute one and the same instrument.

**5. Governing Law.** This Amendment No. 6 shall be governed by and enforced in accordance with the laws of the State of Delaware.

**6. Miscellaneous.** Terms used in this Amendment No. 6 that are not defined herein shall have the meanings ascribed to them in the Participants Agreement, the Second Restated NEPOOL Agreement, or the ISO's Transmission, Markets and Services Tariff.

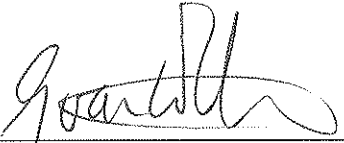
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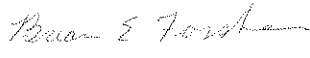
**EXECUTION COPY**

IN WITNESS WHEREOF, the ISO and NEPOOL have caused this Amendment No. 6 to be executed by their duly authorized representatives as of the date first written above.

ISO NEW ENGLAND INC.

NEW ENGLAND POWER POOL  
acting through the NEPOOL Participants  
Committee

By:   
Name: Gordon van Welie  
Title: President and Chief Executive Officer

By:   
Name: Brian Forshaw  
Title: Chair, NEPOOL Participants  
Committee