

## Non-NEPOOL Participant Account Holder Agreement

By this Agreement dated \_\_\_\_\_, 201\_, \_\_\_\_\_ (“Non-NEPOOL Participant”), [a \_\_\_\_\_ [corporation] with its principal office in \_\_\_\_\_] [a person whose principal place of residence is \_\_\_\_\_] agrees to comply with all of the terms and conditions of the Generation Information System Development and Administration Agreement dated as of October 26, 2001, by and between the entities that are Participants from time to time in the New England Power Pool, a voluntary association, pursuant to the Restated New England Power Pool Agreement dated as of September 1, 1971, as amended and restated from time to time (the “NEPOOL Participants”) and Automated Power Exchange, Inc. (the “GIS Agreement”), and the New England Power Pool Generation Information System Operating Rules (the “GIS Operating Rules”), each as amended, modified or restated from time to time, to the same extent as if the Non-NEPOOL Participant were a NEPOOL Participant, and, if and when the Non-NEPOOL Participant becomes liable to NEPOOL or ISO New England Inc. for financial obligations related to NEPOOL’s generation information system (the “GIS”), with the ISO New England Financial Assurance Policy and the ISO New England Billing Policy attached to the ISO Transmission, Markets and Services Tariff, as modified to include financial obligations related to the GIS of entities that are not NEPOOL Participants (the “Policies”). Without limiting the generality of the foregoing, the Non-NEPOOL Participant shall pay any and all fees established for it from time to time by the NEPOOL Participants Committee or its delegatee; provided, however, that the GIS Project Manager shall provide notice to the Non-NEPOOL Participant at least seven (7) days prior to the effectiveness of any change in NEPOOL’s GIS cost allocation methodology or any fee assessment that would result in the Non-NEPOOL Participant becoming liable for increased financial obligations related to the GIS, and the Non-NEPOOL Participant may withdraw from the GIS prior to the effectiveness of such change without incurring such increased obligations. Any Certificates created for the Non-NEPOOL Participant prior to the date of its withdrawal from the GIS shall remain in existence until the end of the applicable Trading Period, but the Non-NEPOOL Participant shall not participate in transfers of Certificate after the date of its withdrawal. The Non-NEPOOL Participant shall provide Automated Power Exchange, Inc. and/or ISO New England Inc. (or their successors) with any and all information required in order for either of them to bill the Non-NEPOOL Participant for any fees established as described above.

The Non-NEPOOL Participant acknowledges that it has received full and fair consideration for this agreement. Moreover, the Non-NEPOOL Participant agrees that the NEPOOL Participants, acting by and through the NEPOOL Participants Committee, may terminate its involvement in the New England Power Pool Generation Information System if at any time it fails to comply with the GIS Agreement, the GIS Operating Rules or the Policies.

IN WITNESS WHEREOF, the undersigned have caused this agreement to be executed as of the date above.

Non-NEPOOL Participant

[\_\_\_\_\_]

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

Name:

Title:

ACKNOWLEDGED:

New England Power Pool Participants

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

NEPOOL GIS Project Manager