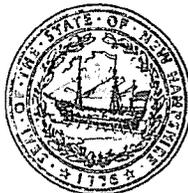


## THE STATE OF NEW HAMPSHIRE

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EXECUTIVE DIRECTOR  
Debra A. Howland



## PUBLIC UTILITIES COMMISSION

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July 18, 2014

The Honorable Jeanie Forrester  
New Hampshire Senate  
State House  
Concord, New Hampshire 03301

Re: PSNH's Relationship with Northern Pass Transmission

Dear Senator Forrester:

I have reviewed your June 24, 2014, letter regarding the Commission Staff's analysis of the relationship between Public Service of New Hampshire (PSNH), Northeast Utilities (NU), and Northern Pass Transmission (NPT). Your letter takes issue with some of the Commission's analysis and you appear to have misunderstood some of the conclusions reached. I provide the following in response to your questions and assertions.

#### Status of investigation

You referred to "preliminary" and "detailed" responses. My September 12, 2013, letter was indeed "preliminary" and was followed by the detailed November 5, 2013, Report by Steven E. Mullen, then Assistant Director of our Electric Division.<sup>1</sup> The Report recounts Mr. Mullen's investigation and findings. It was sent to you on November 5, 2013, and was posted on the PUC website. Since the issuance of the Report, PSNH has submitted additional documentation in response to a March 4, 2014, letter of Executive Director, Debra Howland. Unfortunately, those responses, filed March 17, 2014, do not appear to have been forwarded to you and are therefore attached.

The Commission's Electric and Audit Divisions continue to evaluate PSNH's submissions and have an ongoing commitment to scrutinize the interactions between PSNH and NPT. Although you stated that it drew no opinion on the propriety of PSNH's relationship with NPT, the Report in fact found no evidence of violations of Commission rules or state statutes. The Report verified PSNH's adherence to the requirements of its time reporting policy, verified PSNH's accurate allocation of hours worked on Northern Pass issues, and verified that the payroll costs were billed accordingly. The Report concluded, in part, that "ratepayer funds are not being used to support Northern Pass development costs."

<sup>1</sup> Mr. Mullen recently left the employment of the Commission.

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### **Depth and openness of investigation**

Your letter asserts that Mr. Mullen accepted PSNH representations without proof. As the Report recounts, Mr. Mullen had access to PSNH and NU files at PSNH's headquarters without interference or obstruction by PSNH. He reviewed files, computer records, and payroll records for two quarters of PSNH operations, and his detailed findings are summarized in the Report. Thus, Mr. Mullen verified through direct examination of records that PSNH's representations were correct.

One area that was not fully explored prior to the November 5, 2013, Report, due to lack of adequate documentation, involved allocations of the time spent by Gary Long on the Northern Pass project. Those documents were reviewed on November 14, 2013, and Mr. Mullen confirmed that 10% of Gary Long's payroll was allocated to the Northern Pass project. A similar analysis will be made by the PUC Audit Staff regarding new PSNH President William Quinlan.

You also stated that Mr. Mullen accepted without question that there was no agreement between PSNH and NPT regarding Northern Pass. Mr. Mullen noted in his Report that PSNH stated it had no written agreement with NPT, but it did have a time reporting policy used by all companies in the NU system, including PSNH. He found after an examination of records that PSNH adhered to the policy, and that PSNH properly billed to NPT all time spent on Northern Pass issues.

Concerned that there might be more documents related to the PSNH – NPT relationship, the Executive Director followed up with a March 4, 2014, directive that PSNH submit the following:

[T]he original or a verified copy of any written contract or arrangement and of any modification thereof, or a verified summary of any written contract or arrangement that it had, currently has, or enters into with Northern Pass, either directly or through affiliates, the consideration of which exceeds \$500. PSNH's filing shall describe or contain any contracts or arrangements whether continuing or complete, including but not limited to the furnishing of managerial, supervisory, construction, engineering, accounting, purchasing, financial, or any other services (including marketing, lobbying or legal), or any purchase from or sale to Northern Pass. PSNH is also directed to furnish originals, verified copies, or verified statements regarding the use or lease of real property interests to or from Northern Pass.

PSNH responded on March 17, 2014, with a description of the following three policies, and provided copies: 1) Time Reporting Policy; 2) a summary of Northeast Utilities Procedures Relating to Charges Between Non-Service Company Affiliates; and 3) a Site Access and Entry Agreement. As noted above, those documents are attached.

July 18, 2014

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Our Electric and Audit Divisions are still evaluating these policies and, if necessary, they will request further information or documentation. Finally, the Transmission Services Agreement between NPT and HQ Hydro Renewable Energy, Inc. is available at <http://northernpass.us/document-library.htm>. This document describes how NU shareholders must initially fund NPT's costs and how NPT will be repaid by Hydro-Quebec, if and when the Northern Pass begins operation. This NU funding is the source of money NPT uses to reimburse PSNH.

### **Commission Oversight**

You claim that the Commission ignored violations regarding negotiation of a purchased power agreement and inclusion of a Northern Pass related letter in a PSNH bill envelope. This is a misunderstanding of existing standards. RSA 374:57 specifically authorizes a utility to negotiate a long term contract for power. As to the bill insert, a utility may include materials of an "affiliate" in a bill envelope. To minimize public concern over this issue, however, Mr. Mullen "suggest[ed] that the companies refrain from the use of PSNH bill inserts to promote the Northern Pass project." PSNH apparently heeded this advice as we are not aware of any further use of bill inserts for Northern Pass communications. Mr. Mullen also recommended that PSNH and Northern Pass "reduc[e] those questions by making it clear during public events that, if PSNH personnel are involved, all costs associated with PSNH's involvement are being charged to Northern Pass."

### **Conclusion**

Based upon the Commission's investigation of the affiliate issues to date, there has been no finding of any violation of applicable standards by PSNH. In order to provide greater transparency, the Commission has assigned this on-going inquiry docket number IR 14-196. All materials relating to this matter will be filed in that docket and made available on the Commission's website at [www.puc.nh.gov](http://www.puc.nh.gov). Parties wishing to comment or provide further information relating to the PSNH and NPT relationship may file such with the Commission in this docket. The Commission, through its Audit and Electric Divisions, will continue to monitor and examine PSNH's activities relating to NPT. We appreciate your concerns regarding the interplay of regulated and unregulated activities and welcome your input if further issues develop.

Very truly yours,



F. Anne Ross  
General Counsel

Attachments

cc: Robert A. Bersak, Esq.



**Public Service  
of New Hampshire**

780 N. Commercial Street, Manchester, NH 03101

Public Service Company of New Hampshire  
P. O. Box 330  
Manchester, NH 03105-0330

A Northeast Utilities Company

**Robert A. Bersak**  
Assistant Secretary and  
Chief Regulatory Counsel

(603) 634-3355  
Robert.Bersak@psnh.com

March 17, 2014

HPUC MAR17/14 PM 3:34

Ms. Debra A. Howland  
Executive Director  
New Hampshire Public Utilities Commission  
21 Fruit Street, Suite 10  
Concord, New Hampshire 03301

**Re: Complaint of Senator Forrester**

Dear Director Howland:

By Secretarial Letter dated March 4, 2014, the Commission directed Public Service Company of New Hampshire ("PSNH") to file certain information regarding the relationship it has with its affiliate, Northern Pass Transmission, LLC ("NPT").

The Commission asked for "the original or a verified copy of any written contract or arrangement and of any modification thereof, or a verified summary of any unwritten contract or arrangement that it had, currently has, or enters into with Northern Pass, either directly or through affiliates, the consideration of which exceeds \$500. PSNH's filing shall describe or contain any contracts or arrangements whether continuing or completed, including but not limited to the furnishing of managerial, supervisory, construction, engineering, accounting, purchasing, financial, or any other services (including marketing, lobbying or legal), or any purchase from or sale to Northern Pass. PSNH is also directed to furnish originals, verified copies, or verified statements regarding the use or lease of real property interests to or from Northern Pass."

PSNH previously informed the Commission that it has no written contracts with NPT regarding the provision of services. Within the Northeast Utilities ("NU") holding company system, centralized services such as managerial, supervisory, construction, engineering, accounting, purchasing, financial, or any other services (including marketing, lobbying or legal) are provided by employees of Northeast Utilities Service Company ("NUSCO"). NPT does have a service agreement with NUSCO that governs the provision of these services.

There are few services provided to NPT by PSNH employees. Any PSNH employee who provides services to NPT charges for those services in accordance with applicable NU accounting policies.

As noted in response to Staff's earlier questions to PSNH regarding this matter, PSNH does provide office space to accommodate personnel working on behalf of NPT. NPT is charged for that space in the manner described in Mr. Mullen's November 5, 2013 investigative report. PSNH has not made any other purchases from or sales to NPT, other than *de minimus* use of copying machines or office supplies, for which NPT is also charged.

Attached please find Timothy W. Clark's verified summary of the accounting arrangements within Northeast Utilities that govern the charging of costs between non-service company affiliates. Mr. Clark is Accounting Manager for NUSCO.

Also attached, please find a copy of a "Site Access and Entry Agreement," as amended to date, entered into between PSNH and NPT. This agreement is a license allowing access to certain properties owned by PSNH. The parties to that agreement waive the confidentiality provisions set forth therein. There are no other agreements regarding the use or lease of real property interests by PSNH to or from NPT.

As directed in the March 4 Secretarial Letter, PSNH will update its responses as circumstances require.

Sincerely,



Robert A. Bersak  
Assistant Secretary and  
Chief Regulatory Counsel

3 Atch:

NU Accounting Policy Statement #19, Time Reporting  
Verified Summary of Accounting Arrangements  
Site Access and Entry Agreement

## TIME REPORTING

### Policy Statement

The Vice President, Controller and Chief Accounting Officer, in conjunction with the Executive Vice President and Chief Financial Officer, determines Company policy for charging time based on regulatory requirements, accounting standards, management directives and sound business practices. It is imperative that NU's business records are prepared accurately and reliably. They are of critical importance in meeting financial, regulatory, legal and management obligations.

The process of preparing accurate and reliable financial records, including compensation records, begins with the accurate charging of business transactions on source documents such as time reports.

Management (including officers, directors, managers and supervisors) is responsible for ensuring that their employees' time is charged appropriately within guidelines and contracts applicable to charging time. Each employee is responsible for ensuring that time worked is reported appropriately and that the correct amounts of time absent are reported using appropriate time and accounting codes. Employees should consult with their supervisor when in doubt about any aspect of time reporting, including accounting codes.

Each subsidiary company should be charged directly, when possible, for employees' time benefiting that subsidiary. Predetermined allocations of time to subsidiaries are used when employees' time cannot be identified as being provided to one specific subsidiary or if system limitations do not facilitate direct charging.

Time reporting and charging errors should be corrected when identified by employees or their supervisor. At any time, the Company reserves the right to make appropriate corrections to time records and corresponding pay.

Employees who violate this policy may be subject to discipline up to and including discharge. Instances of fraud or deliberate violations of NU accounting controls may result in termination on the first violation.

### Procedural Guidelines

#### Connecticut, Western Massachusetts and New Hampshire Employees:

Time should be entered through Corporate Online Time (COLT) software.

Management is responsible for approving time for the employees in his or her COLT group. If time is not approved when the payroll process begins, then time that has been entered will be approved by the system with no documented approval or review by management. If time is not entered, the system will default to vacation and approve that default entry. If an instance of system approval occurs, then the Cost Control Center (CCC) Manager will receive a communication through Lotus Notes alerting him or her that labor has been charged to that CCC with no approval. It is the responsibility of the CCC Manager to investigate the reason for

the system approval and then to sign off in Lotus Notes on that communication after ensuring that the time charged is appropriate. CCC Manager sign-offs are monitored by designated individuals in the Lotus Notes database. If management repeatedly does not sign off on their issues, the next level of supervision will be notified.

**Eastern Massachusetts Employees:**

Time should be entered directly to the NSTAR Time and Labor system (NTL) or submitted to designated timekeepers for entry, showing all hours worked and absent with appropriate time and accounting codes. Time recording by an employee other than a designated timekeeper for another employee's time is not permitted.

Time and labor records should not be submitted in advance of employees' performing the work.

Management is responsible for approving all hourly employees' time.

Revision History

0	Original issue	04/30/13
1	Revised to create one NU company policy	02/27/14

**Summary of Northeast Utilities Procedures Relating to Charges Between  
Non-Service Company Affiliates**

Northeast Utilities is a holding company that is the parent entity for a number of wholly-owned subsidiaries, including amongst others Public Service Company of New Hampshire ("PSNH"), Northern Pass Transmission LLC ("NPT"), and Northeast Utilities Service Company ("NUSCO").

PSNH is an operating company which is a New Hampshire public utility involved in the distribution, transmission and generation of electricity. NPT is a New Hampshire limited liability company that was created to construct, own and operate The Northern Pass transmission project. NUSCO is a "service company" as defined by FERC in 18 CFR 366.1 that provides centralized accounting, administrative, information technology, engineering, financial, legal, regulatory, operational, planning, purchasing and other professional services to NU and its subsidiaries.

NUSCO has executed service contracts with both PSNH and NPT that govern the provision of centralized management and administrative services. The current service agreement between NUSCO and PSNH was filed with the New Hampshire Public Utilities Commission (the "Commission") on December 20, 2013 pursuant to RSA 366:3 and was docketed as Docket No. DA 13-354.

Under the NUSCO/PSNH service contract, NUSCO provides enumerated management and administrative services to PSNH, and PSNH pays the cost of such services in accordance with applicable FERC rules and regulations under the Federal Power Act, as set forth in the contract. NUSCO employees who provide services directly to PSNH are required to directly charge PSNH for such services and any related expenses. NU Accounting Policy Statement #19, "Time Reporting," sets forth NU's policy requiring such direct charging of time when appropriate and when feasible based on system capabilities. A copy of the most recent version of NU Accounting Policy Statement #19 dated February 27, 2014, is attached hereto. When NUSCO costs cannot be identified as being provided to a specific company (PSNH) or business segment, costs must be allocated using a cost causation or financial driver. NUSCO also provides non-personnel related services such as facilities management, transportation services, etc. The costs for the provision of those services are charged by NUSCO to PSNH in a manner substantially the same as charges for personnel services.

From time to time, it is economic and beneficial for PSNH to provide or receive services from non-NUSCO affiliates; the most obvious being during major service outage events when the NU operating companies provide outage assistance to each other as needed and as resources allow. The cost of such services are charged in a manner similar to the charging of services under the NUSCO/PSNH service contract; that is, personnel and other charges provided by an NU affiliate to another affiliate are direct charged, with the recipient paying the cost of such services in accordance with applicable FERC rules and regulations under the Federal Power Act. Any services provided by PSNH to NPT would be charged and accounted for in this manner.

All services provided by any NU entity to NPT are charged to the NPT accounting unit, a cost control center, a work order (if applicable), and an appropriate FERC account in accordance with the FERC Uniform System of Accounts in 18 CFR 101.

As a result of the procedures described herein, costs related to NPT should not be borne by PSNH, nor should they now or in the future, be included in any ratemaking proceeding related to PSNH.



Timothy W. Clark  
Manager  
Corporate Accounting  
Northeast Utilities Service Company

March 15, 2014

SITE ACCESS AND ENTRY AGREEMENT

SITE ACCESS AND ENTRY AGREEMENT (this "Agreement") made and entered into this 28<sup>th</sup> day of April, 2010, by and among Public Service Company of New Hampshire, a New Hampshire corporation ("PSNH"), and its wholly-owned subsidiary, Properties, Inc., a New Hampshire corporation, and Northern Pass Transmission LLC, a New Hampshire limited liability company ("NPT"), all of 780 North Commercial Street, Manchester, New Hampshire 03101.

WHEREAS, PSNH, and/or its wholly-owned real estate subsidiary, Properties, Inc., own certain real estate and real estate interests comprised of various parcels of fee-owned land and easements situated in various towns and cities in the Counties of Rockingham, Sullivan, Merrimack, Belknap, Grafton and Coos, New Hampshire, on which it has constructed and currently operates and maintains one or more electric transmission lines, substations and associated facilities in connection with its utility transmission system (hereinafter referred to generally as the "PSNH Real Estate");

WHEREAS, NPT is planning the routing and siting of an electric transmission line project comprised of (a) a new direct-current ("DC") line in northern New Hampshire, running from the United States-Canada international border in the Town of Pittsburg, New Hampshire, southerly to a planned new DC converter station in the City of Franklin, New Hampshire, and (b) new alternating-current ("AC") lines in central and southern New Hampshire running from PSNH's Webster Substation in Franklin southerly to PSNH's Deerfield Substation in the Town of Deerfield, New Hampshire, and from said Webster Substation westerly to the New Hampshire-Vermont state border (continuing to the Coolidge Substation in the Town of Cavendish, Vermont);

WHEREAS, NPT has an interest in possibly using, by agreement with PSNH, the PSNH Real Estate, or certain portions thereof, for the routing and siting of its new DC and AC lines, and desires access to and the right of entry upon the PSNH Real Estate for the purposes of conducting certain due diligence activities thereon as more particularly described in this Agreement below; and,

WHEREAS, PSNH and Properties, Inc. are willing to permit such access to and entry upon the PSNH Real Estate, subject to and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, PSNH, Properties, Inc. and NPT agree as follows:

1. Property. (a) The PSNH Real Estate covered by this Agreement will be the parcels of fee-owned land and easements owned by PSNH and/or its wholly-owned real estate subsidiary, Properties, Inc., associated with the PSNH rights-of-way and substations identified in the attached Schedule of Property. Said Schedule may be amended from time to time by the parties to add additional PSNH Real Estate in which NPT has an interest and to which

PSNH and Properties, Inc., each in its sole discretion, are willing to permit access for entry pursuant to the terms of this Agreement. The Schedule of Property will set forth any special conditions or requirements, in addition to the terms of this Agreement, which PSNH and/or Properties, Inc. reasonably desires to impose and which are to be complied with by NPT in regard to any particular real estate site or location. The parties may amend the Schedule of Property to add one or more additional PSNH Real Estate sites or locations by executing an amended schedule. This Agreement covers only the PSNH Real Estate as identified in the Schedule of Property and any duly executed amendments thereto, and does not grant or imply permission for entry upon any other real estate or real estate interests owned by PSNH or Properties, Inc.

(b) PSNH agrees to cooperate with NPT to share with NPT such real estate information and documentation as PSNH may have in its possession regarding the nature, extent and location of the PSNH Real Estate covered by this Agreement, or which would assist PSNH and NPT in determining same, including but not limited to maps, plans and deeds.

(c) This Agreement does not cover PSNH's authorization to use and occupy the Federal lands of the White Mountain National Forest for PSNH's X178 115kV transmission line under U. S. Department of Agriculture Forest Service Special Use Permit Authorization WTM0759, or the related authorization to access such transmission line under U. S. Department of Agriculture Forest Service Special Use Permit Authorization WTM0758 (such authorizations hereinafter referred to as the "SUP"), it being understood by the parties that pursuant to the terms of the SUP, the Forest Service has expressly reserved the rights to allow others to use any part of the permit area for any purpose, and any use not specifically identified in the SUP must be approved by the Forest Supervisor or a delegated subordinate officer. NPT shall be responsible to obtain, at its sole cost and expense, the separate authorization needed from the Forest Supervisor or his delegated subordinate, for permission to use any part of the permit area for any of the purposes described in this Agreement below. Notwithstanding the foregoing, the terms and conditions of this Agreement shall otherwise apply to all activities carried out by NPT and its duly authorized consultants and contractors within the permit area covered by the SUP to the same extent as if permitted by PSNH hereunder, and to the extent not inconsistent with or in direct conflict with the provisions of any separate authorization obtained from the Forest Supervisor or his delegated subordinate.

2. Consent. (a) To the extent they may lawfully do so, PSNH and Properties, Inc. hereby consent and agree that NPT, and NPT's duly authorized consultants and contractors, including but not limited to Burns & McDonnell Engineering Company, Inc., Coler & Colantonio, Inc. and Normandean Associates, Inc., and their respective employees, agents and subcontractors ("Authorized Parties") may have access to and enter upon the PSNH Real Estate covered by this Agreement to examine, inspect, assess, evaluate, survey, delineate, map, sample and test said real estate for the purposes of determining the environmental and geo-technical conditions thereof and the suitability of said PSNH Real Estate for NPT's intended use (the "Permitted Activities"). This consent shall also include consent and agreement to use by the Authorized Parties of such access ways, driveways and private roads as may exist for ingress and egress to and from the PSNH Real Estate covered

by this Agreement, to the same extent and subject to the same obligations as PSNH or Properties, Inc. may have with respect to the rights to use such ways and roads. This consent does not include consent to conduct construction activities of any kind on the PSNH Real Estate covered by this Agreement.

(b) The conduct of any archaeological or other historic resources field investigation of any PSNH Real Estate covered by this Agreement which involves or necessitates the alteration by digging or excavation of the surface or subsurface and/or the removal of any surface or subsurface objects may only proceed upon prior notice to and consultation with PSNH, and in compliance with such requirements as PSNH may prescribe on a case-by-case basis; provided, however, that this provision shall not be deemed to prohibit minimal or minor surface impacts such as soil sampling (shovel testing) which are necessary for the inspection, evaluation and identification of any parts or portions of the PSNH Real Estate as the possible sites of any archaeological or other historic resources, or necessary for the conduct of other Permitted Activities.

3. Term. The consent granted by PSNH and Properties, Inc. hereunder shall, unless earlier terminated by PSNH and/or Properties, Inc. pursuant to the terms hereof, remain in effect until June 30, 2011, and may be extended thereafter for an additional period or periods as may be mutually agreed upon in writing by the parties.

4. Access Conditions. (a) PSNH and Properties, Inc. agree that the Authorized Parties may enter upon the PSNH Real Estate to conduct the Permitted Activities immediately upon execution of this Agreement and compliance with the insurance coverage requirements set forth in this Agreement below in Section 9.

(b) The costs and expenses of the Permitted Activities shall be entirely the responsibility of the Authorized Parties.

(c) The Authorized Parties agree, at their sole cost and expense, to obtain and keep in force at all times any and all governmental permits and regulatory approvals necessary or required to conduct the Permitted Activities on the PSNH Real Estate, and to perform or conduct such Permitted Activities at all times in compliance with all such permits and approvals, and in compliance with all applicable laws, ordinances and regulations.

(d) PSNH's and Properties, Inc.'s consent hereunder shall not obligate either PSNH or Properties, Inc. to offer or supply electric power, sanitary facilities, shelter, security, communications, or any other services or facilities for the conduct of the Permitted Activities on the PSNH Real Estate, or make any real estate site or location accessible to, or be responsible for the transport of, any personnel or equipment.

(e) The Authorized Parties agree to conduct the Permitted Activities on the PSNH Real Estate in a manner which does not interfere with or disrupt PSNH's utility operations or any other PSNH activities on the PSNH Real Estate, which operations and activities shall at all times have absolute priority over the consent given hereunder.

(f) The Authorized Parties agree to maintain minimum safe working clearances from all power lines and other electrical facilities on the PSNH Real Estate at all times in accordance with all applicable OSHA standards (including the maintenance of safe working clearances for non-qualified persons and equipment working under or near to energized overhead electrical conductors), and to comply with all other applicable OSHA and other safety standards, and the reasonable safety requirements of PSNH of which they are informed in advance, in the conduct of any of the Permitted Activities on the PSNH Real Estate.

(g) No boring, drilling, digging or excavation is permitted on the PSNH Real Estate at any time unless and until all underground electrical and other utility lines, if any, have been properly located and marked in accordance with the New Hampshire "Dig Safe" Law (RSA 374:48, et seq.). Personnel of the Authorized Parties will avoid hazards or utilities which are visible to them at the particular real estate location or site. If the Authorized Parties are advised by PSNH of the presence or potential presence of underground obstructions, such as utilities or other site appurtenances, the Authorized Parties will give special instructions to their personnel to avoid such obstructions, but this shall not excuse or affect compliance by the Authorized Parties with, and responsibilities under, the New Hampshire "Dig Safe" Law (RSA 374:48, et seq.).

(h) The Authorized Parties agree to communicate with and keep PSNH and Properties, Inc. reasonably informed of the nature, extent and status of their Permitted Activities on the PSNH Real Estate, and the location(s) thereof, at all times. PSNH reserves the right to require an on-site representative of PSNH be present during the conduct of any of the Permitted Activities on the PSNH Real Estate. PSNH also reserves the right to require immediate stoppage of any activity by any of the Authorized Parties which PSNH or its on-site representative learns or observes is causing, or is about to cause, an imminent danger to life or property, or an unsafe hazard or condition involving the PSNH Real Estate or any PSNH power lines or electrical facilities located thereon.

(i) The Authorized Parties shall conduct the Permitted Activities on the PSNH Real Estate in accordance with the communications protocol established by PSNH and NPT as set forth in Section 5 of this Agreement below.

(j) The Authorized Parties agree, upon conclusion of any Permitted Activities at any PSNH Real Estate site or location, to remove any equipment, repair any damage to the PSNH Real Estate that may have been caused in connection with any of the Permitted Activities, and reasonably restore and return the PSNH Real Estate to the condition it was before entry thereon.

5. Communications Protocol. Prior to access to and entry upon any PSNH Real Estate which is not fee-owned PSNH or Properties, Inc. land, PSNH, Properties, Inc. and NPT shall cooperate with each other to establish a mutually acceptable joint communications protocol, to be used and followed by NPT and its duly authorized contractors and consultants in communicating with the underlying landowners of such land with respect to the existence of PSNH's or Properties, Inc.'s real estate easement or other land rights, the authority for

access and entry granted to the Authorized Parties under this Agreement, the purpose and extent of the Permitted Activities to be conducted thereon, and such other matters and contact information as the parties shall deem reasonable and appropriate.

6. Right to Terminate. PSNH and Properties, Inc. reserve the right to terminate any Permitted Activities on any PSNH Real Estate location or site, or to terminate this Agreement in its entirety, at the sole discretion of either, upon thirty (30) days advance written notice of termination to NPT. Upon such termination, neither PSNH nor Properties, Inc. shall have any further obligations under this Agreement and shall have no liability to NPT to reimburse any costs incurred in NPT's performance or conduct of any Permitted Activities under this Agreement.

7. Mechanic's Liens. NPT shall not permit any liens, claims or other charges to be filed and remain against the PSNH Real Estate or any part thereof by reason of any work, labor, services or materials performed or supplied, or claimed to have been performed or supplied, to, for or by NPT or its duly authorized contractors and consultants, and related in any way to any of the Permitted Activities conducted on the PSNH Real Estate under this Agreement. If such lien or claim thereof shall be filed against the PSNH Real Estate, NPT shall at its sole cost and expense cause same to be discharged of record within thirty (30) days after notice to PSNH, Properties, Inc. or to NPT, its contractors or consultants, of the filing of same. This provision shall survive the termination of this Agreement for a period of one (1) year after termination.

8. Indemnity. (a) NPT agrees to indemnify, save harmless and defend PSNH and Properties, Inc., their respective subsidiaries, and the respective directors, officers, and employees of each, from and against any and all demands, claims, actions, responsibility, damages, liability and expense (including reasonable attorneys fees and costs), including without limitation claims for personal injury, including death, to any person and/or damage to any land or property, arising from or out of any occurrence in, upon or at the PSNH Real Estate caused by the act or omission of NPT, its employees, or the act or omission of any of its consultants, contractors or subcontractors, their employees, agents or representatives, in conducting the Permitted Activities on the PSNH Real Estate

(b) NPT agrees to indemnify, save harmless and defend PSNH and Properties, Inc., their respective subsidiaries, and the respective directors, officers, and employees of each, from and against any and all demands, claims, actions, responsibility, damages, liability and expense (including reasonable attorneys fees and costs), arising from or out of any complaint or other objection by any underlying landowner of any PSNH Real Estate covered by this Agreement which is not fee-owned by PSNH or Properties, Inc. and which pertains or is related to the consent granted by this Agreement, or to the conduct or proposed conduct of the Permitted Activities on the PSNH Real Estate, including but not limited to any such complaint or objection based on a claim or contention that any such Permitted Activities may not be conducted thereon in accordance with PSNH's existing easement rights or other real estate interest, and/or are in violation of and/or exceed the permissible scope or intent thereof. In the event of any such complaint or objection, PSNH agrees to cooperate with NPT to attempt to reasonably resolve same in a manner that will permit the conduct of the Permitted

Activities on the PSNH Real Estate; provided, however, that NPT shall be solely responsible for obtaining any additional or supplemental rights, permission or authority deemed or determined to be necessary or required from the underlying landowner to permit NPT's access and entry.

(c) This provision shall survive the termination of this Agreement for a period of three (3) years after termination.

9. Insurance. NPT agrees to maintain during the term of this Agreement comprehensive general liability insurance insuring against the acts or omissions of NPT and its duly authorized contractors and consultants in conducting the Permitted Activities on the PSNH Real Estate, and naming PSNH and Properties, Inc. as additional insureds with respect to all third party claims for property damage or personal injury, including death. Minimum policy limits required shall be \$1,000,000 each occurrence, bodily injury and property damage combined. NPT agrees to provide a certificate of insurance evidencing such coverage to PSNH and Properties, Inc. within a reasonable period of time following the execution of this Agreement. Access to the PSNH Real Estate is not permitted unless and until PSNH and Properties, Inc. have been provided with such certificate, in form and content satisfactory to PSNH and Properties, Inc. and in compliance with the requirements of this provision.

10. Right to Information. NPT shall be obligated to share with and provide to PSNH and Properties, Inc., and PSNH and Properties, Inc. shall be entitled to receive from NPT, without cost or expense to PSNH or Properties, Inc., (a) all facts, data, knowledge and information gathered, collected and obtained by the Authorized Parties in the conduct of the Permitted Activities on the PSNH Real Estate covered by this Agreement, and pertaining in any respect to the nature, state, characteristics or conditions thereof, and (b) all descriptions, studies, analyses, reports and similar compilations and assessments of such facts, data, knowledge and information as shall be produced by or for NPT or any of the Authorized Parties.

11. Confidentiality. NPT shall be obligated to keep and maintain as confidential, and not to publicly disclose or release, or allow others within its control to publicly disclose or release, any and all facts, data, knowledge and information gathered, collected and obtained by the Authorized Parties in the conduct of the Permitted Activities on the PSNH Real Estate covered by this Agreement, and pertaining in any respect to the nature, state, characteristics or conditions thereof, or make any public filings of any documents of any kind containing or referring to such facts, data, knowledge or information, including but not limited to permitting applications, without the prior knowledge and consent of PSNH and Properties, Inc., which consent shall not be unreasonably withheld, conditioned or delayed. This provision shall not prohibit or restrict use of any such facts, data, knowledge or information for the purposes of assessing and evaluating the PSNH Real Estate for NPT's electric transmission line project, including pre-application reviews and consultations with Federal and state permitting agencies and authorities.

12. No Waiver. PSNH's and Properties, Inc.'s execution of this Agreement shall not be construed as obligating PSNH or Properties, Inc. either (a) to consent to any extension

of this Agreement, or (b) to enter into any subsequent agreement with NPT or any other entity with respect to access and/or use of any PSNH Real Estate, and shall not be construed as a waiver of any of PSNH's and/or Properties, Inc.'s rights to which each may be entitled under law to the full use of the PSNH Real Estate.

13. License Only. PSNH, Properties, Inc. and NPT agree that this Agreement constitutes a permissive license to use real property only and does not convey or transfer any interest in the PSNH Real Estate whatsoever to NPT. The recording of this Agreement in any County Registry of Deeds at any time shall cause this Agreement to become immediately void without further act or notice by or to either party.

14. Governing Law. The interpretation and construction of this Agreement shall be governed by the laws of the State of New Hampshire, without regard to such state's conflict of laws provisions.

15. Contacts. For the purposes of all notifications required by this Agreement to be made to the parties, and for all inquiries or other communications relating to this Agreement, the PSNH Real Estate, or the conduct of the Permitted Activities on the PSNH Real Estate, the principal contact persons and contact information for the parties shall be:

PSNH/Properties, Inc:

Patrick F. McDermott  
Economic & Community Development Manager  
Public Service Company of New Hampshire  
780 North Commercial Street  
Manchester, NH 03101  
Telephone: 603.634.2386  
Fax: 603.634.2667  
Email: mcderp@psnh.com

NPT:

Anne Bartosewicz, Project Director  
Northeast Utilities Service Company  
107 Selden Street  
Berlin, Connecticut 06037  
Telephone: 860.665.2771  
Fax: 860.665.6717  
Email: bartoab@nu.com

*[Signature Page Follows]*

EXECUTED by the parties as of the day and year first above written.

PUBLIC SERVICE COMPANY OF  
NEW HAMPSHIRE

By:   
Name: PAUL E. RAMSEY  
Title: Vice President - Energy Delivery  
Duly Authorized

PROPERTIES, INC.

By:   
Name: John M. MacDonald  
Title: Vice President  
Duly Authorized

NORTHERN PASS TRANSMISSION  
LLC

By:   
Name: James A. Muntz  
Title: President - Transmission  
Duly Authorized

SCHEDULE OF PROPERTY

The PSNH and Properties, Inc. fee-owned lands and easements comprising the following existing PSNH 115kV transmission line right-of-way corridors and substation locations in the following municipalities in the State of New Hampshire:

1. A111 line from Webster Substation in the City of Franklin to Pemigewasset Substation in the Town of New Hampton, including Franklin, Hill and New Hampton.
2. E115 line from Pemigewasset Substation in the Town of New Hampton to Beebe River Substation in the Town of Campton, including New Hampton, Bristol, Bridgewater, Ashland, Holderness and Campton.
3. X178 line from Beebe River Substation in the Town of Campton to Whitefield Substation in the Town of Whitefield, including Campton, Thornton, Woodstock, Lincoln, Easton, Sugar Hill, Bethlehem, Dalton and Whitefield, excluding the White Mountain National Forest lands.
4. D142 line from Whitefield Substation in the Town of Whitefield to Lost Nation Substation in the Town of Northumberland, including Whitefield, Lancaster and Northumberland.
5. V182 line from Webster Substation in the City of Franklin to Garvins Substation in the Town of Bow, including Northfield, Canterbury, the City of Concord and Bow.
6. G146 line from Garvins Substation in the Town of Bow to Deerfield Substation in the Town of Deerfield, including Bow, Concord, Pembroke, Chichester, Epsom and Deerfield.
7. M127 line from Webster Substation in the City of Franklin to North Road Substation in the Town of Sunapee, including Franklin, Andover, Wilmot, New London, Springfield and Sunapee.
8. K174 line from North Road Substation in the Town of Sunapee to the New Hampshire-Vermont state border in the City of Claremont, including Sunapee, Croydon, Newport and Claremont.

Special Conditions:

None at this time.

Dated April 28, 2010.

PUBLIC SERVICE COMPANY OF  
NEW HAMPSHIRE

By:   
Name: PAUL G. RAMSEY  
Title: Vice President - Energy Delivery  
Duly Authorized

PROPERTIES, INC.

By:   
Name: John M. MacDonald  
Title: Vice President  
Duly Authorized

NORTHERN PASS TRANSMISSION,  
LLC

By:   
Name: James R. Muntz  
Title: President - Transmission  
Duly Authorized

**FIRST AMENDMENT TO  
SITE ACCESS AND ENTRY AGREEMENT**

FIRST AMENDMENT TO SITE ACCESS AND ENTRY AGREEMENT (this "First Amendment") made and entered into this 26<sup>TH</sup> day of OCTOBER, 2010, by and among Public Service Company of New Hampshire, a New Hampshire corporation ("PSNH"), and its wholly-owned subsidiary, Properties, Inc., a New Hampshire corporation, and Northern Pass Transmission LLC, a New Hampshire limited liability company ("NPT"), all of 780 North Commercial Street, Manchester, New Hampshire 03101.

WHEREAS, PSNH, Properties, Inc. and NPT are parties to a certain Site Access and Entry Agreement dated April 28, 2010 (the "Agreement"), which Agreement provides for NPT's access to and entry upon certain real estate and real interests owned by PSNH and Properties, Inc., as identified in the Schedule of Property attached to the Agreement;

WHEREAS, the Agreement provides that the Schedule of Property may be amended from time to time by the parties to add additional PSNH and Properties, Inc. real estate and real estate interests; and,

WHEREAS, the parties desire to amend the Schedule of Property to add certain additional parcels of PSNH and Properties, Inc. fee-owned land not already covered by the original Schedule.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, PSNH, Properties, Inc. and NPT agree as follows:

1. The Schedule of Property attached to the Agreement is hereby amended to add, to the extent not already included therein, all of the fee-owned land parcels owned by PSNH and Properties, Inc. identified on the attached list of fee-owned parcels entitled "PSNH and Properties, Inc. Fee-Owned Parcels, October 25, 2010".

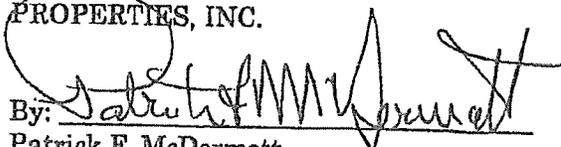
2. As so amended, the Agreement and attached Schedule of Property are hereby confirmed by the parties to be and remain in full force and effect.

EXECUTED by the parties as of the day and year first above written.

PUBLIC SERVICE COMPANY OF NEW  
HAMPSHIRE

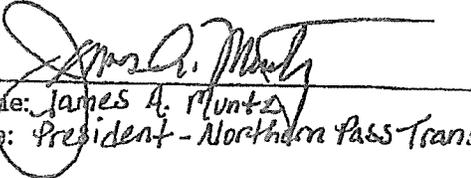
By:   
Patrick F. McDermott  
Economic & Community Development  
Manager

PROPERTIES, INC.

By: 

Patrick F. McDermott  
Economic & Community Development  
Manager, PSNH

NORTHERN PASS TRANSMISSION LLC

By: 

Name: James A. Muntz  
Title: President - Northern Pass Transmission

**PSNH and Properties, Inc. Fee-Owned Parcels, October 25, 2010**

Line List No.	Owner Name	Site Address	Town	Map	Block	Lot	Town Parcel ID Number
1,921.00	Public Service Co. of NH	Lost Nation Rd	Northumberland	224		1	
1,921.01	Public Service Co. of NH	Lost Nation Rd	Northumberland	224		12	
2,256.00	Public Service Co. Of NH	Public Service R.O.W. PSNH	Lancaster	R17			
2,588.00	Properties Inc., c/o Public Service Co. Of NH	Lancaster Rd	Whitefield	101		13	101-013
3,408.00	Public Service Co. Of NH	772 Rte 1B	Sugar Hill	205		13	
3,419.00	Public Service Co. Of NH	660 Streeter Pond Rd	Sugar Hill	204		9	
3,437.00	Public Service Co. Of NH	Blake Rd	Sugar Hill	208		12	
4,337.00	Public Service Co. Of NH	PSNH	Woodstock	113	14		
4,340.00	Public Service Co. Of NH	160 Eastside Rd	Woodstock	113	6		
4,901.00	Public Service Co. Of NH	Off Owl St	Campton	4	11	2	
4,942.00	Public Service Co. Of NH	738 NH Rte 175	Campton	10	6	4	
5,005.00	Public Service Co. Of NH	Pulsiver Hill Rd	Campton	21	8	3	
6,145.02	Public Service Co. of NH	Utility	New Hampton	R16	3		
6,146.00	Public Service Co. Of NH	Utility	New Hampton	R15	19		
6,147.00	Public Service Co. Of NH	Public Service Co. of NH	New Hampton				
6,153.00	Public Service Co. Of NH	Utility	New Hampton	R15	13	A00	
6,439.00	Public Service Co. Of NH	Summer St	Bristol	222		39	222-039
7,032.00	Properties Inc., c/o Public Service Co. Of NH	Flaghole Rd	Franklin	78		402	078-402-00
7,034.00	Properties Inc., c/o Public Service Co. Of NH	Flaghole Rd	Franklin	78		401	078-401-00
7,045.00	Public Service Co. Of NH	Salisbury Rd	Franklin	82		1	082-001-00
7,061.00	Public Service Co. Of NH	Smith Hill Rd	Franklin	85		11	085-011-00
7,133.00	Public Service Co. Of NH	Lake Shore Drive	Franklin	91		401	091-401-00
7,134.00	Properties Inc., c/o Public Service Co. Of NH	Lake Shore Drive	Franklin	72		001	072-001-00
7,159.01	Public Service Co. Of NH	North Main St	Franklin	94		001	
7,249.00	Public Service Co. Of NH	Robin Street	Franklin	76		045	076-045-00
7,275.00	Public Service Co. Of NH	Corner Wren & Oriole	Franklin	76		066	076-066-00
7,282.00	Public Service Co. Of NH	Oriole Street	Franklin	76		067	076-067-00
7,298.00	Public Service Co. Of NH	Robin Street	Franklin	76		065	076-065-00
7,299.00	Public Service Co. Of NH	Robin Street	Franklin	76		046	076-046-00
7,318.00	Public Service Co. Of NH	130 Webster Lake Road	Franklin	76		001	076-001-00
7,619.00	Public Service Co. Of NH	West Rd	Canterbury	243		21	
7,998.00	Public Service Co. Of NH	Farmwood Rd	Concord	122	2	28	
9,747.00	Public Service Co. Of NH	Cate Rd	Deerfield	408		50	

**SECOND AMENDMENT TO  
SITE ACCESS AND ENTRY AGREEMENT**

SECOND AMENDMENT TO SITE ACCESS AND ENTRY AGREEMENT (this "Second Amendment") entered into this 18<sup>th</sup> day of November, 2011, effective retroactive to June 30, 2011, by and among Public Service Company of New Hampshire, a New Hampshire corporation ("PSNH"), and its wholly-owned subsidiary, Properties, Inc., a New Hampshire corporation, and Northern Pass Transmission LLC, a New Hampshire limited liability company ("NPT"), all of 780 North Commercial Street, Manchester, New Hampshire 03101.

WHEREAS, PSNH, Properties, Inc. and NPT are parties to a certain Site Access and Entry Agreement dated April 28, 2010, as amended by a First Amendment to Site Access and Entry Agreement dated October 26, 2010 (collectively, the "Agreement"), which Agreement provides for NPT's access to and entry upon certain real estate and real interests owned by PSNH and Properties, Inc.; and,

WHEREAS, PSNH, Properties, Inc. and NPT desire to amend the Agreement to extend the term thereof and to otherwise amend the Agreement in certain respects.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, PSNH, Properties, Inc. and NPT agree as follows:

1. The term of the Agreement set forth in Section 3 thereof, which expired on June 30, 2011, is hereby amended, retroactive to June 30, 2011, to extend the term to December 31, 2012.

2. Section 11 of the Agreement is hereby amended, retroactive to June 30, 2011, to provide that all of the terms, provisions and conditions of the Agreement shall be treated by all of the parties and the Authorized Parties as confidential, and shall not be publicly disclosed or released by any party or the Authorized Parties, except as required to comply with any law, rule, regulation, order or direction of a court or regulatory body having jurisdiction, or as may be mutually agreed by all parties.

3. As so amended, the Agreement is hereby confirmed by the parties to be and remain in full force and effect.

EXECUTED by the parties as of the day and year first above written.

PUBLIC SERVICE COMPANY OF NEW  
HAMPSHIRE

By:   
Paul E. Ramsey  
Vice President - Energy Delivery

PROPERTIES, INC.

By: *John M. MacDonald*  
John M. MacDonald  
Vice President

NORTHERN PASS TRANSMISSION LLC

By: *Anna Brestawicz*  
Name:  
Title: *Project Director - Transmission*

**THIRD AMENDMENT TO  
SITE ACCESS AND ENTRY AGREEMENT**

THIRD AMENDMENT TO SITE ACCESS AND ENTRY AGREEMENT (this "Third Amendment") entered into this 19<sup>th</sup> day of December, 2012, effective January 1, 2013, by and among Public Service Company of New Hampshire, a New Hampshire corporation ("PSNH"), and its wholly-owned subsidiary, Properties, Inc., a New Hampshire corporation, and Northern Pass Transmission LLC, a New Hampshire limited liability company ("NPT"), all of 780 North Commercial Street, Manchester, New Hampshire 03101.

WHEREAS, PSNH, Properties, Inc. and NPT are parties to a certain Site Access and Entry Agreement dated April 28, 2010, as amended by a First Amendment to Site Access and Entry Agreement dated October 26, 2010, and a Second Amendment to Site Access and Entry Agreement dated November 14, 2011 (collectively, the "Agreement"), which Agreement provides for NPT's access to and entry upon certain real estate and real estate interests owned by PSNH and Properties, Inc.;

WHEREAS, the current term of the Agreement expires on December 31, 2012; and,

WHEREAS, PSNH, Properties, Inc. and NPT desire to amend the Agreement to extend the term thereof for an additional period of time.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, PSNH, Properties, Inc. and NPT agree as follows:

1. The term of the Agreement set forth in Section 3 thereof, which expires on December 31, 2012, is hereby amended, effective as of January 1, 2013, to extend the term for an additional one year period to December 31, 2013, on all of the same terms and conditions.
2. As so amended, the Agreement is hereby confirmed by the parties to be and remain in full force and effect.

EXECUTED by the parties on the day and year first above written.

PUBLIC SERVICE COMPANY OF NEW  
HAMPSHIRE

By: 

Paul E. Ramsey  
Vice President - Energy Delivery

PROPERTIES, INC.

By: *John M. MacDonald*  
John M. MacDonald  
Vice President

NORTHERN PASS TRANSMISSION LLC

By: *Ana Bortolucci*  
Name: *Ana Bortolucci*  
Title: *Project Director - Transmission*

**FOURTH AMENDMENT TO  
SITE ACCESS AND ENTRY AGREEMENT**

FOURTH AMENDMENT TO SITE ACCESS AND ENTRY AGREEMENT (this "Fourth Amendment") entered into this 1<sup>st</sup> day of March, 2013, effective as of January 1, 2013, by and among Public Service Company of New Hampshire, a New Hampshire corporation ("PSNH"), and its wholly-owned subsidiary, Properties, Inc., a New Hampshire corporation, and Northern Pass Transmission LLC, a New Hampshire limited liability company ("NPT"), all of 780 North Commercial Street, Manchester, New Hampshire 03101.

WHEREAS, PSNH, Properties, Inc. and NPT are parties to a certain Site Access and Entry Agreement dated April 28, 2010, as amended by a First Amendment to Site Access and Entry Agreement dated October 26, 2010, a Second Amendment to Site Access and Entry Agreement dated November 14, 2011, and a Third Amendment to Site Access and Entry Agreement dated December 19, 2012 (collectively, the "Agreement"), which Agreement provides for NPT's access to and entry upon certain real estate and real estate interests owned by PSNH and Properties, Inc.;

WHEREAS, PSNH, Properties, Inc. and NPT desire to amend the Agreement to clarify the scope of the grant of access and entry.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, PSNH, Properties, Inc. and NPT agree as follows:

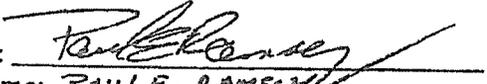
1. To the extent necessary or required for clarification purposes, the Agreement is deemed amended to allow the U.S. Department of Energy's Environmental Impact Statement contractor, SE Group and SE Group's consultants and subcontractors, to enter upon the PSNH Real Estate covered by the Agreement for the purpose of collecting environmental and other related data necessary for the development of an Environmental Impact Statement in connection with possible use of the PSNH Real Estate for the construction of an electric transmission facility. NPT shall indemnify PSNH and/or Properties, Inc., in accordance with the provisions of Section 8 of the Agreement, for any and all claims arising from the access granted to third parties pursuant to this paragraph 1.

2. As so amended, the Agreement is hereby confirmed by the parties to be and remain in full force and effect.

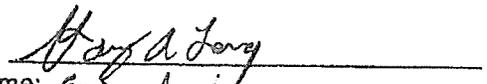
*[SIGNATURE PAGE FOLLOWS]*

EXECUTED by the parties on the day and year first above written.

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE

By:   
Name: PAUL E. RAMSEY  
Title: Vice President - Energy Delivery

PROPERTIES, INC.

By:   
Name: Gary A. Long  
Title: President & COO - PSNH  
President - Properties Inc

NORTHERN PASS TRANSMISSION LLC

By:   
Name: Anne Barabaszewicz  
Title: Project Director - Transmission

**FIFTH AMENDMENT TO  
SITE ACCESS AND ENTRY AGREEMENT**

FIFTH AMENDMENT TO SITE ACCESS AND ENTRY AGREEMENT (this "Fifth Amendment") entered into this 22nd day of May, 2013, effective as of May 1, 2013, by and among Public Service Company of New Hampshire, a New Hampshire corporation ("PSNH"), and its wholly-owned subsidiary, Properties, Inc., a New Hampshire corporation, and Northern Pass Transmission LLC, a New Hampshire limited liability company ("NPT"), all of 780 North Commercial Street, Manchester, New Hampshire 03101.

WHEREAS, PSNH, Properties, Inc. and NPT are parties to a certain Site Access and Entry Agreement dated April 28, 2010, as amended by a First Amendment to Site Access and Entry Agreement dated October 26, 2010, a Second Amendment to Site Access and Entry Agreement dated November 14, 2011, a Third Amendment to Site Access and Entry Agreement dated December 19, 2012, and a Fourth Amendment to Site Access and Entry Agreement dated March 1, 2013 (collectively, the "Agreement"), which Agreement provides for NPT's access to and entry upon certain real estate and real estate interests owned by PSNH and Properties, Inc. as identified in the Schedule of Property attached to the Agreement;

WHEREAS, the Agreement provides that the Schedule of Property may be amended from time to time by the parties to add PSNH and Properties, Inc. real estate and real estate interests;

WHEREAS, the parties desire to amend the Schedule of Property to add certain additional PSNH and Properties, Inc. real estate interests not already included in the Schedule of Property.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, PSNH, Properties, Inc. and NPT agree as follows:

1. The Schedule of Property attached to the Agreement is hereby amended to add, to the extent not already included therein, all of the PSNH and Properties, Inc. real estate interests identified on Exhibit A attached hereto.
2. As so amended, the Agreement is hereby confirmed by the parties to be and remain in full force and effect.

EXECUTED by the parties on the day and year first above written.

PUBLIC SERVICE COMPANY OF NEW  
HAMPSHIRE

By: Gary A. Long  
Name: Gary A. Long  
Title: President

PROPERTIES, INC.

By: *Gary A. Long*  
Name: Gary A. Long  
Title: President

NORTHERN PASS TRANSMISSION LLC

By: *Anne Bartosewicz*  
Name: Anne Bartosewicz  
Title: Project Director

EXHIBIT A

The PSNH and Properties, Inc. fee-owned lands and easements comprising the following existing PSNH transmission line right-of-way corridors and substation locations in the following municipalities in the State of New Hampshire:

1. 373 line from Deerfield Substation in the Town of Deerfield to Scobie Pond Substation in the Town of Londonderry, and 391 line in the Town of Deerfield to the said Scobie Pond Substation, including Deerfield, Candia, Raymond, Chester, Auburn, Derry and Londonderry.

2. 326 line from Scobie Pond Substation in the Town of Londonderry to the New Hampshire-Massachusetts state border, including Londonderry, Hudson and Pelham.

**SIXTH AMENDMENT TO  
SITE ACCESS AND ENTRY AGREEMENT**

SIXTH AMENDMENT TO SITE ACCESS AND ENTRY AGREEMENT (this "Sixth Amendment") entered into this 23<sup>rd</sup> day of January, 2014, effective as of January 1, 2014, by and among Public Service Company of New Hampshire, a New Hampshire corporation ("PSNH"), and its wholly-owned subsidiary, Properties, Inc., a New Hampshire corporation, and Northern Pass Transmission LLC, a New Hampshire limited liability company ("NPT"), all of 780 North Commercial Street, Manchester, New Hampshire 03101.

WHEREAS, PSNH, Properties, Inc. and NPT are parties to a certain Site Access and Entry Agreement dated April 28, 2010, as amended by a First Amendment dated October 26, 2010, a Second Amendment dated November 14, 2011, a Third Amendment dated December 19, 2012, a Fourth Amendment dated March 1, 2013, and a Fifth Amendment dated May 22, 2013 (collectively, the "Agreement"), which Agreement provides for NPT's access to and entry upon certain real estate and real estate interests owned by PSNH and Properties, Inc.;

WHEREAS, the current term of the Agreement expired on December 31, 2013 and the parties have continued to operate under the Agreement since that date; and,

WHEREAS, PSNH, Properties, Inc. and NPT desire to amend the Agreement to extend the term thereof for an additional period of time, and to add to the Schedule of Property covered by the Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, PSNH, Properties, Inc. and NPT agree as follows:

1. The term of the Agreement set forth in Section 3 thereof, which expired on December 31, 2013, is hereby amended, effective as of January 1, 2014, to extend the term for an additional one year period to December 31, 2014, on all of the same terms and conditions.
2. The Schedule of Property attached to the Agreement is hereby amended to add the O154 line (formerly a part of the W179 line) from Lost Nation Substation in the Town of Northumberland to Paris Substation in the Town of Dummer, including Northumberland, Stark and Dummer.
3. As so amended, the Agreement is hereby confirmed by the parties to be and remain in full force and effect.

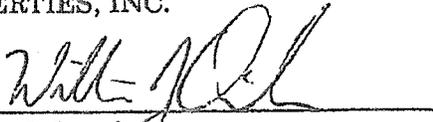
EXECUTED by the parties on the day and year first above written.

[ SIGNATURE PAGE FOLLOWS ]

PUBLIC SERVICE COMPANY OF NEW  
HAMPSHIRE

By:   
Paul E. Ramsey  
Vice President – Energy Delivery

PROPERTIES, INC.

By:   
William J. Quinlan  
President

NORTHERN PASS TRANSMISSION LLC

By:   
Name: Anna Bartoszewicz  
Title: Project Director - Transmission