

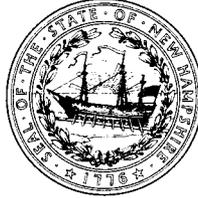
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THE STATE OF NEW HAMPSHIRE

JR31

CHAIRMAN
Martin P. Honigberg

COMMISSIONERS
Robert R. Scott
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PUBLIC UTILITIES COMMISSION

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August 24, 2016

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, NH 03301

Your Excellency and Honorable Councilors:

REQUESTED ACTION

Authorize the Public Utilities Commission (Commission) to enter into a contract with J.P. Morgan Securities LLC (JP Morgan), 383 Madison Avenue, New York, NY 10179, to serve as its Auction Advisor to manage the auction of and the transaction-related aspects of a potential sale of the electric generating assets and other related properties (Assets) of Public Service Company of New Hampshire d/b/a Eversource (PSNH) effective upon the date of Governor and Council approval through September 30, 2018. The contract provides for compensation to JP Morgan by PSNH out of the proceeds of sale of the Assets. Although we will not know those proceeds until after an auction, prior estimates are for a price of \$200 million or more. The compensation to be paid to JP Morgan will be contingent on a sale occurring and will be \$3,125,000 plus 1.5% of proceeds in excess of \$200 million.

EXPLANATION

By way of background, in 2015, the legislature enacted 2015 NH Laws, Chapter 221, "An ACT relative to electric rate reduction financing," which allowed the Commission to authorize the issuance of securitized bonds for recovery by PSNH of any stranded costs related to the sale of its generation assets if such divestment was approved by the Commission. The 2015 legislation makes specific reference to the "2015 Public Service Company of New Hampshire Restructuring and Rate Stabilization Agreement" reached by and between PSNH, the New Hampshire Office of Energy and Planning, the New Hampshire Consumer Advocate, and any other settling parties." (Settlement Agreement)

On June 10, 2015, the Settlement Agreement was filed with the Commission. An amendment to the Settlement Agreement dealing with the proposed asset divestiture process was filed with the Commission on January 26, 2016. Pursuant to the 2015 legislation, the Commission fully considered the Settlement Agreement and held a hearing on the merits of the Agreement in early February of 2016.

On July 1, 2016, the Commission approved the terms of the Settlement Agreement as amended. Under the approved settlement, the Commission and PSNH are to expeditiously pursue divestiture of PSNH's generation assets, thereby completing the restructuring of the New Hampshire competitive energy market. Divestiture will take place primarily through the sale of existing power generation assets via auction.

Under the terms of the Settlement Agreement, the Commission is to select and supervise an Auction Advisor to conduct the divestiture auction process. Accordingly, the Commission issued a Request for Proposals (RFP) on July 15, 2016. The notice of the RFP was published in the Union Leader for three days and was posted on the Commission's website. The Commission received twelve responses. An evaluation team comprised the Chairman, the General Counsel, the Director of the Electric Division, the Assistant Director of the Electric Division, and an attorney from the Commission's Legal Division. The evaluation team reviewed, scored and ranked the responses according to criteria set out in the RFP. As shown on the scoring summary and ranking sheet submitted as part of this packet, the most important criteria for this RFP were the firms' experience and the quality of their proposals to maximize the net proceeds of the sale of PSNH's generation assets. Costs and cost containment were a factor, but given the nature and scope of the endeavor, and the large financial institutions responding, we received comparable cost proposals from most of the firms.

The evaluation committee chose to interview the top seven responders based on the initial scoring and ranking. After interviews, the evaluation team did a final ranking with added scores from the interviews. Based on that final ranking, the evaluation team selected JP Morgan and commenced finalizing agreements for submission to the Governor and Executive Counsel for review and approval.

The primary objective of the Auction Advisor, JP Morgan, will be to conduct an auction process that maximizes the realized value of the generation assets. Such value maximization will minimize any remaining stranded costs as required by law. JP Morgan will work with the Commission to design the auction process, select portfolio asset groupings, determine qualified bidders, accommodate the participation of municipalities in the auction that host generation assets, assist in the preparation of marketing materials including the finalization of a draft Confidential Information Memorandum, manage a formal bid process for the auction, and negotiate and structure the potential transactions.

In addition, JP Morgan will seek to build consensus among Commission Staff, PSNH, and other parties to Docket No. DE 14-238 and any successor docket relating to the divestiture of PSNH's generating assets and the auction process to eliminate or minimize the need for a contested approval proceeding by the Commission; ensure that prospective bidders incorporate necessary terms, conditions, and provisions into their bids; provide an analysis of bids received to describe their relative benefits and weaknesses; fairly allocate the purchase price of the transaction among individual assets of the PSNH Portfolio when more than one asset is included in a single bid from a potential buyer; and provide support and expert testimony to facilitate the review and approval of winning bids by the Commission and other federal, state, and local agencies as necessary.

The contract amount will not affect the General Fund. The Commission has required PSNH to sign a separate Compensation and Indemnity Agreement with JP Morgan (attached as Exhibit D). The purpose of Exhibit D is to clarify that, although JP Morgan serves under the Commission's direction as auction advisor, the payment responsibility remains with PSNH. As a result, the Commission has signed that agreement to acknowledge its third-party beneficiary status. This arrangement is similar to the contractual obligations in the prior Seabrook Station sale.

Your consideration of our request is appreciated.

Respectfully submitted,



Martin P. Honigberg
Chairman

**NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION
REQUEST FOR PROPOSALS FOR AUCTION ADVISOR**

RFP #2016-06 – SCORING and SUMMARY SHEET

	Firm quality and experience with similar transactions	Quality of proposal; ability to market assets and support approval	Cost, cost containment, administrative and operational efficiency	Interview	Total	
	<i>35 points</i>	<i>35 points</i>	<i>20 points</i>	<i>10 points</i>	<i>100 points*</i>	
1	JP Morgan (NY)	35	33	14	8	90
2	Barclays (NY)	35	32	14	8	89
3	Moelis (NY)	28	28	14	8	78
4	Brattle/Rothschild (MA/DC)	28	28	14	6	76
5T	RBC Capital (NY)	28	27	14	6	75
5T	Canadian Imperial Bank of Commerce (ON/NY)	28	27	14	6	75
7	Evercore (NY)	21	20	12	6	59
8	Concentric (MA)	18	24	16	n/a	58
9	Charles River Assoc (MA)	21	21	10	n/a	52
10	Guggenheim (NY)	18	20	10	n/a	48
11	Citigroup (NY)	21	18	6	n/a	45
12	Levitan (MA)	14	18	12	n/a	44

* For clarity, the 8 scoring criteria were consolidated and the totals were put on a 100 point scale.

Evaluation committee members:

Martin Honigberg, Chair

Anne Ross, General Counsel

Alex Speidel, Hearings Examiner

Thomas Franz, Director of the Electric Division

Les Stachow, Assistant Director of the Electric Division

Subject: PSNH Auction Advisor RFP 2016-006 FORM NUMBER P-37 (version 1/09)

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Public Utilities Commission		1.2 State Agency Address 21 S. Fruit Street, Suite 10, Concord, NH 03301	
1.3 Contractor Name J.P. Morgan Securities LLC (JPMS)		1.4 Contractor Address 383 Madison Avenue, New York, NY 10179	
1.5 Contractor Phone Number 212-272-2000	1.6 Account Number 52160000 500464	1.7 Completion Date 09/30/2018	1.8 Price Limitation \$3,125,000+1.5% of sale
1.9 Contracting Officer for State Agency F. Anne Ross		1.10 State Agency Telephone Number 603-271-2431	
1.11 Contractor Signature Paul M. Dabbar		1.12 Name and Title of Contractor Signatory Paul M. Dabbar, Managing Director	
1.13 Acknowledgement: State of MA , County of NANTUCKET On 8.25.16 , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="text-align: center;">[Seal] [Signature] exp. 4-21-18</div>			
1.13.2 Name and Title of Notary or Justice of the Peace Michael F. Boyer			
1.14 State Agency Signature [Signature]		1.15 Name and Title of State Agency Signatory Martin P. Honigberg, Chair	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: [Signature] On: 8/25/16			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials PO
Date 8/25/16

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

- 8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
 - 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
 - 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
 - 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

- 9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
- 9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

- 14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
 - 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and
 - 14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
- 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
- 14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT A

ENGAGEMENT AGREEMENT

THIS ENGAGEMENT AGREEMENT by and between J.P. MORGAN SECURITIES LLC (“JPMorgan”) and the New Hampshire Public Utilities Commission (the “Commission”) sets forth the terms and conditions under which the Commission has agreed to retain JPMorgan as its exclusive asset sale manager, financial advisor, and auction advisor with respect to the sale, in one or a series of transactions (each, a “Transaction” and together, the “Transactions”), of the fossil and hydro generating assets and other related properties (the “Assets”) of Public Service Company of New Hampshire d/b/a Eversource (“Eversource”).

1. BACKGROUND

1.1 On July 1, 2016, by Order No. 25,920, the Commission approved the terms of the 2015 Public Service Company of New Hampshire Restructuring and Rate Stabilization Agreement originally filed with the Commission on June 10, 2015, as amended (the “Settlement Agreement”). Pursuant to the Commission’s order and the Settlement Agreement, the Commission and Eversource are to expeditiously pursue divestiture of Eversource’s generation assets, thereby completing the restructuring of the New Hampshire competitive energy market. Divestiture will take place primarily through the sale of existing power generation Assets via auction. The Commission has selected JPMorgan as its exclusive auction advisor to conduct the divestiture auction process. The Commission shall have administrative oversight, direction and control of the auction process and the bid selection. The primary objective of JPMorgan shall be to conduct an auction process which maximizes the realized value of the Assets (i.e., maximizing the total transaction value). Such value maximization would minimize any remaining stranded costs as required by law.

2. ORDER OF PRECEDENCE

2.1 This Agreement consists of the following, which are incorporated by reference and which together with any and all amendments hereto, is sometimes hereafter referred to as the “Agreement:”

- A. The State of New Hampshire Form P-37 Contract Form
- B. Consolidated Exhibits which are referenced or attached as noted:
 - i. Exhibit A and B - Engagement Agreement/Compensation for Services
 - ii. Exhibit C – Special Provisions
 - iii. Exhibit D – Compensation and Indemnity Agreement between JPMorgan and Eversource

2.2. In the event of conflict or ambiguity among any of the text of the documents listed in paragraph 2.1, the following order of precedence shall govern:

- i. Exhibit A and B – Engagement Agreement/Compensation for Services
- ii. Exhibit C – Special Provisions
- iii. The State of New Hampshire Form P-37 Contract Form

3. SCOPE OF SERVICES

3.1 The Commission appoints JPMorgan to conduct the auction process pursuant to NH RSA 369-B:1, 2, 3, 3-a, and 3-b and the Settlement Agreement, as its exclusive asset sale manager, financial advisor, and auction agent with respect to the Assets. The primary objective of JPMorgan will be to conduct a fair, transparent and effective auction process which maximizes the realized value of the Assets. The services provided by JPMorgan shall include (a) designing a strategy for sale of the Assets; (b) providing recommendations regarding the financial implications of generation-related issues using for such purposes the assumptions and analysis conducted by, or made available to, the Commission and/or its advisors; (c) designing the protocols for the auction; (d) developing the terms and conditions of the sale; (e) facilitating the preparation and review of the offering memorandum and related documents, as well as acceptable transition agreements; (f) formulating and contacting a list of potentially interested parties; (g) qualifying the parties as to financial and operational capabilities; (h) facilitating management presentations, including site tours; (i) managing the due diligence process to be conducted by potentially interested parties; (j) soliciting, and evaluating the financial terms and financial implications of, preliminary and final proposals; (k) advising and assisting in the negotiation of the financial aspects of the Transactions; (l) providing written and oral testimony in support of all required regulatory approvals of the Transactions and participating in all related processes and proceedings; (m) to the extent Assets remain unsold after the initial auction process, conducting such additional divestiture process as directed by the Commission; and (n) performing any other services not herein listed that are necessary to the accomplishment of the purpose of this Agreement. Reference is made to JPMorgan's Response to the Commission's Requests for Proposal (RFP #2016-006) (the "Proposal") and, in particular, the more detailed Proposed Scope of Work contained in Section 9 of the Proposal. The Parties acknowledge that such Proposed Scope of Work is intended as an illustration of the more specific tasks to be performed by JPMorgan in furtherance of the Scope of Services contained in this Section 3. In the event of any inconsistency between this Section 3 and such Section 9 of the Proposal this Section 3 prevails. JPMorgan shall perform the services herein in conformance with the Commission's determinations and directives.

3.2 Any financial advice rendered by JPMorgan pursuant to this Agreement is intended solely for the benefit and use of the Commission and its Staff and Eversource in considering the matters to which this Agreement relates, is not on behalf of, and shall not confer rights and remedies upon any person other than the Commissioners or the Commission, and may not be used or relied upon for any other purpose. No such financial advice may be disclosed publicly in any manner without JPMorgan's and the Commission's prior written approval, after consultation with Eversource, and all such advice will be treated by JPMorgan and the Commission as confidential, subject to the provisions of Section 11.2 under "Data: Access; Confidentiality; Preservation"; provided that no party's approval shall be withheld with respect to any disclosure compelled by statute or by competent legal authorities of the State of New Hampshire ("State") or any other competent jurisdiction. The Commission and JPMorgan recognize that proceedings may be held in one or more jurisdictions outside the State concerning one or more of the Transactions, and that the confidentiality of data in such proceedings may be subject to additional disclosure requirements.

3.3 In order to coordinate efforts with respect to possible Transactions during the period of engagement hereunder, neither the Commission nor any representative thereof will initiate discussions regarding a Transaction except through JPMorgan. If the Commission or its Staff receives an inquiry regarding a Transaction, it will promptly advise JPMorgan of such inquiry in order that JPMorgan may

evaluate the entity making such inquiry and its interest and include them as part of any ongoing auction process as appropriate.

3.4 The Commission acknowledges that J.P. Morgan may not be able to perform some of the services that the Commission may request of J.P. Morgan from time to time to the extent that such services would cause J.P. Morgan to be considered a “municipal advisor” under SEC Rel. No. 34-70462 (Sept. 20, 2013)) (such final rules and to the extent referenced therein, Section 975, the “Municipal Advisor Rules”) implementing Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act.

4. COMPENSATION FOR SERVICES

4.1 The compensation for all services of JPMorgan rendered under this Agreement in connection with the consummation of one or more Transactions involving the Assets (the “Advisory Fee”) shall be as follows:

- (a) If the aggregate Transaction Value (as defined below) of completed Transactions involving the Assets is less than, or equal to, \$200 million, a fee of \$3,000,000; or
- (b) If the aggregate Transaction Value of completed Transactions involving the Assets exceeds \$200 million, a fee of 1.50 percent of the aggregate completed Transaction Value; or
- (c) If no Transaction involving the Assets is completed, the fee shall be zero.

For purposes of this Section 4, “Transaction Value” shall mean the total amount of cash and the fair market value of other property paid or payable (exclusive of amounts paid into escrow until the same are released to Eversource and exclusive of customary working capital and similar purchase price adjustments) to Eversource by a purchaser of the Assets, plus the principal amount of any indebtedness for borrowed money of Eversource assumed by a purchaser, or the principal amount of any indebtedness for borrowed money of Eversource that is repaid directly by the purchaser as part of the Transaction.

4.2 The Advisory Fee shall be payable to JPMorgan as follows:

- (a) \$2,000,000 shall be payable in cash when earned upon the consummation of one or more Transactions involving Assets having a Transaction Value of at least \$75,000,000 and shall be paid from the proceeds of such Transactions.
- (b) The remaining \$1,000,000 plus any incremental amount due under Section 4.1(b) in the event the aggregate Transaction Value of all completed Transactions is in excess of \$200 million, shall be payable in cash only upon the earlier of (i) the consummation of the final sale of the remaining Assets or (ii) satisfactory completion of the auction process, including in the case that Assets remain unsold as a result of the initial auction process, the satisfactory completion of any additional divestiture process as directed by the Commission, and shall be paid from the proceeds thereof or from amounts set aside from prior Transactions.

4.3 In addition to the Advisory Fee, JPMorgan will separately bill and be separately reimbursed for up to an aggregate during the duration of this Agreement of (i) \$75,000 of reasonable and

necessary expenses, including travel costs, document production and other similar expenses and (ii) \$50,000 of reasonable and necessary fees and expenses of counsel (the "Expense Reimbursement"). Expenses incurred in excess of the limits set forth above shall not be subject to reimbursement and shall be borne by JPMorgan. The Expense Reimbursement to JPMorgan shall be made as a priority distribution from the proceeds of any sale of the Assets, subject only to any prior liens and encumbrances on the Assets, or in the event such proceeds are insufficient, as contemplated under the Compensation and Indemnity Agreement (as defined below).

4.4 To the extent that JPMorgan determines that independent engineers' reports and/or market analyses from unrelated third parties are necessary for use in marketing materials, JPMorgan will advise the Commission and undertake a competitive process to secure such services which processes shall be subject to the oversight of the Commission, with input from Eversource. Upon approval of such amounts (as approved, "Marketing Expenses") JPMorgan may seek reimbursement for such Marketing Expenses directly from Eversource as contemplated under the Compensation and Indemnity Agreement.

4.5 JPMorgan acknowledges and agrees that the obligation to pay the Advisory Fee and Expense Reimbursement for services rendered pursuant to this Agreement and the Marketing Expenses lies wholly with Eversource, and no such obligation, in whole or in part, either express or implied, exists on the part of the Commission or the State. A separate companion agreement to this Agreement, between JPMorgan and Eversource attached as Exhibit D (the "Compensation and Indemnity Agreement"), is required, providing for payment of the Advisory Fee, the Expense Reimbursement and the Marketing Expenses, as well as providing for customary indemnification and contribution obligations by Eversource (the "Indemnity Obligations").

4.6 The payment of the Advisory Fee, the Expense Reimbursement and the Marketing Expenses, and the satisfaction of the Indemnity Obligations shall be the only, and the complete, reimbursement to JPMorgan for all expenses, of whatever nature, incurred by JPMorgan in the performance hereof, and shall be the only and the complete compensation to JPMorgan for the services. The State and the Commission shall have no liability to JPMorgan for the Advisory Fee, the Expense Reimbursement, the Marketing Expenses or the satisfaction of the Indemnity Obligations.

5. PERSONNEL

5.1 For the execution of its assignment, JPMorgan has established a team of qualified individuals from appropriate specialty areas within JPMorgan and its subsidiaries. JPMorgan represents that this team shall include the individual members as set forth in the Proposal to the extent such individuals remain in the employ of JPMorgan. JPMorgan agrees that it will not make material changes to its team without prior notice to and approval by the Commission, which approval shall not be unreasonably withheld.

5.2 The performance of the services shall be carried out by employees of JPMorgan. JPMorgan shall, at its own expense, provide all personnel necessary to perform the services. JPMorgan warrants that all personnel engaged in the Services shall be qualified to perform the services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

5.3 The Commission agrees that JPMorgan may share information obtained, directly or indirectly, from the Commission with its affiliates who need to know such information in connection with J.P. Morgan's performance of its services hereunder, and may perform the services contemplated hereby

in conjunction with its affiliates, and that any JPMorgan affiliates performing services hereunder shall be subject to the terms of the Agreement.

5.4 JPMorgan shall not hire, and shall permit no subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the services, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed, without the express written approval of the Commission.

5.5 In the event of any dispute concerning the interpretation of this Section of this Engagement Agreement, a Commission decision shall be final.

5.6 The provisions in this Section are intended to replace Paragraph 7 of the State of New Hampshire Form P-37.

6. EVENT OF DEFAULT, REMEDIES

6.1 Any one or more of the following acts or omissions of JPMorgan shall constitute an event of default hereunder ("Events of Default"):

- 6.1.1 Failure to perform the services satisfactorily or on schedule; or
- 6.1.2 Failure to submit any report required hereunder; or
- 6.1.3 Failure to perform any other covenant or condition of this Agreement.

6.2 Upon the occurrence of any Event of Default, the Commission may take any one, or both, of the following actions:

6.2.1 Give JPMorgan a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving JPMorgan notice of termination; and

6.2.2 Treat the agreement as breached, terminate as provided in Section 7, "Termination of Agreement by the Commission," and pursue any of its remedies at law or in equity, or both.

6.3 The provisions in this Section are intended to replace Paragraph 8 of the State of New Hampshire Form P-37.

7. TERMINATION OF AGREEMENT BY THE COMMISSION

7.1 The Commission, on ten (10) calendar days' prior written notice, may terminate this Agreement.

7.2 Upon receipt of written notification of termination, JPMorgan shall immediately cease to perform services under this Agreement. JPMorgan shall assemble all material that it has prepared, developed, furnished, or obtained under the terms of this Agreement, in electronic, magnetic, paper or any other form that may be in its possession or custody, and shall transmit copies of the same to the Commission or its designee within fifteen (15) days.

7.3 In the event of termination by the Commission for reasons other than willful, wanton misconduct or gross negligence or material breach on the part of JPMorgan, JPMorgan shall be entitled to payment of the Advisory Fee in accordance with Section 4 in the event that, at any time prior to the expiration of eighteen (18) months after such termination, one or more Transactions are consummated with respect to the sale of all or a portion of the Assets having a Transaction Value of at least \$100,000,000 with any prospective purchasers who occur on a list of responding prospective purchasers provided by JPMorgan to the Commission and Eversource during the term of this Agreement.

7.4 In the event of termination by the Commission due to JPMorgan's material breach, willful or wanton misconduct, or gross negligence, JPMorgan shall be entitled only to the Expense Reimbursement with respect to out-of-pocket expenses incurred to that date in accordance with the terms, and subject to the limitations, set forth herein in Section 4, "Compensation for Services."

7.5 Notwithstanding any provision of this Section, the provisions of Section 13, "Partial Waiver and Release of Liability" of this Agreement and the Indemnity Obligations of Eversource shall survive any termination of this Agreement.

7.6 The provisions in this Section and Section 8 are intended to replace Paragraph 10 of the State of New Hampshire Form P-37.

8. TERMINATION OF AGREEMENT BY JPMORGAN

8.1 JPMorgan, on ten (10) calendar days' prior written notice to the Commission, may terminate services under this Agreement.

8.2 On the effective date of termination, JPMorgan shall immediately cease to perform services under this Agreement. In the event that JPMorgan terminates its services pursuant to provisions of this Agreement, JPMorgan will cooperate fully in any transition to a new auction agent, including providing copies of all documents and other materials to the Commission and the new auction agent. JPMorgan shall assemble all material that it has prepared, developed, furnished, or obtained under the terms of this Agreement, in electronic, magnetic, paper or any other form that may be in its possession or custody, and shall transmit copies of the same to the Commission or its designee within fifteen (15) days.

8.3 In the event of termination by JPMorgan due to the Commission's material breach, willful or wanton misconduct, or gross negligence, JPMorgan shall be entitled to payment of the Advisory Fee in accordance with Section 4 in the event that, at any time prior to the expiration of eighteen (18) months after such termination, one or more Transactions are consummated with respect to the sale of all or a portion of the Assets having a Transaction Value of at least \$100,000,000 with any prospective purchasers who occur on a list of responding prospective purchasers provided by JPMorgan to the Commission and Eversource during the term of this Agreement.

8.4 In the event of termination by JPMorgan for reasons other than willful or wanton misconduct, gross negligence, or material breach on the part of the Commission, JPMorgan shall be entitled only to the Expense Reimbursement with respect to out-of-pocket expenses, excluding compensation for the time of its personnel, incurred to that date in accordance with the terms, and subject to the limitations, set forth herein in Section 4, "Compensation for Services."

8.5 Notwithstanding any provision of this Section, the provisions of Section 13, "Partial Waiver and Release of Liability" of this Agreement and the Indemnity Obligations of Eversource shall survive any termination of this Agreement.

8.6 The provisions in this Section and Section 7 are intended to replace Paragraph 10 of the State of New Hampshire Form P-37.

9. TIME OF PERFORMANCE

9.1 JPMorgan shall perform the services at such times and in such sequence as contemplated by this Agreement and will use its best efforts to identify ready, willing, and able purchasers of the Assets as expeditiously as possible and to complete one or more Transaction closings as soon as possible thereafter. JPMorgan shall begin work immediately upon the effective date of this Agreement in order to meet the time constraints set forth in Settlement Agreement as approved by the Commission in its Order No. 25,920. Reference is also made to Section 9, B (Detailed proposed scope of work in accordance with Section II(A)) of the Proposal. Subject to the terms of this Agreement, JPMorgan acknowledges the Parties' intention, as at the date hereof, that the services set out therein and in Section 3 hereof shall be completed as set out in such Section 9, B and shall use best efforts to achieve the timings contained therein (as may be otherwise modified by the mutual agreement of the Parties, both acting reasonably and in good faith).

9.2 This Agreement will run from the effective date until the earlier of (i) the date the tasks set forth herein are performed or completed to the satisfaction of the Commission or (ii) the Completion Date set forth in Paragraph 1.7 of the State of New Hampshire P-37 Form Agreement. The Parties agree that this Agreement may be extended by written agreement of the Parties, subject to the review and approval of the Governor & Executive Council of the State of New Hampshire.

10. REPRESENTATIONS AND WARRANTIES

10.1 The Commission represents that it has the authority, pursuant to NH RSA 369-B:1, 2, 3, 3-a and 3-b and the Settlement Agreement to retain JPMorgan for the purposes set forth in this Agreement. JPMorgan warrants that it shall be governed by the terms and conditions of this Agreement.

10.2 JPMorgan has duly authorized the execution and delivery of this Agreement and the performance of the services contemplated herein.

10.3 To the fullest extent permitted by law, the Commission agrees to provide to JPMorgan all relevant financial and other information in its possession requested by it for the purpose of its assignment hereunder; all such information shall be subject to any applicable confidentiality undertakings.

10.4 In performing its services hereunder, JPMorgan shall be entitled to rely upon and assume, without assuming any responsibility for independent verification, the accuracy and completeness of all information that is publicly available and of all information that has been furnished to it by the Commission or otherwise reviewed by JPMorgan, provided that such reliance is demonstrated to be reasonable and customary, and, upon such demonstration, JPMorgan shall not assume any responsibility or have any liability as a result of such reliance. JPMorgan shall conduct all necessary valuations of the Assets pursuant to this Agreement; however, JPMorgan shall have no obligation to conduct any valuation

or appraisal of any individual assets or liabilities or to conduct any valuation or appraisal outside the scope of this Agreement.

10.5 The Commission understands that JPMorgan and its affiliates (collectively, "Morgan Entities") comprise a full service securities firm and a commercial bank engaged in securities trading and brokerage activities, as well as providing investment banking, asset management, financing, and financial advisory services and other commercial and investment banking products and services to a wide range of corporations and individuals. In the ordinary course of the Morgan Entities' trading, brokerage, asset management, and financing activities, the Morgan Entities may at any time hold long or short positions, and may trade or otherwise effect transactions, for its own account or the accounts of customers, in debt or equity securities, loans or other financial instruments of any potential purchaser, Eversource or any other entity with interests in one or more of the Transactions ("Other Transactions"). JPMorgan acknowledges and agrees that, as a consequence of its engagement by the Commission it will receive confidential and proprietary information, including material non-public information for purposes of the securities laws and acknowledges its responsibility for compliance with applicable securities laws in connection with such activities. Consistent with the foregoing no JPMorgan employee who is involved in providing the services to the Commission hereunder shall participate in any Other Transaction, and no confidential information obtained by JPMorgan in connection with providing its services hereunder will be made available to any Morgan Entities' employee participating in Other Transactions by any JPMorgan employee providing (or who has provided) such services hereunder. The Morgan Entities will effectuate the above undertakings through their internal control procedures (including procedures of its Compliance Department and Conflicts and Commitments Groups, which have been made aware of the undertakings contained herein), which are consistent with industry practice and are reviewed regularly by the regulatory authorities which have regulatory authority over JPMorgan's businesses.

10.6 In addition, the Morgan Entities may have and may in the future have investment and commercial banking, trust and other relationships with parties other than the Commission, which parties may have interests with respect to the Commission, the Assets, a purchaser or one or more of the Transactions. Notwithstanding anything contained herein, during the term of the Agreement, the Morgan Entities shall not (i) act as M&A financial advisor to any party (other than the Commission) in connection with the Transactions; or (ii) arrange and/or provide financing to potential purchasers specifically in connection with a Transaction; provided that the foregoing shall not apply to (A) any credit facilities to which a Morgan Entity is a party in effect as of the date hereof or (B) any new credit facility, amendment to an existing credit facility, or debt or equity securities offering the proceeds of which are not restricted, so long as the Morgan Entity is not aware that such proceeds will be used for the purpose of financing a purchaser specifically in connection with a Transaction. In addition, nothing in this Agreement shall be deemed to restrict (1) any ordinary course sales and trading activity undertaken by employees who have not had access to the information received by JPMorgan under the Agreement or (2) any private banking or investment management services undertaken by employees who have not had access to the information received by JPMorgan under the Agreement. Although the Morgan Entities in the course of their other relationships may acquire information about the Commission, Eversource, the Transactions, a purchaser or such other parties, the Morgan Entities shall have no obligation to disclose such information, or the fact that the Morgan Entities are in possession of such information, to the Commission or to use such information on the Commission's behalf. Furthermore the Morgan Entities may have fiduciary or other relationships whereby the Morgan Entities may exercise voting power over securities of various persons, which securities may from time to time include securities of a purchaser, or others with interests with respect to a Transaction. The Commission acknowledges that the Morgan Entities may exercise such

powers and otherwise perform their functions in connection with such fiduciary or other relationships without regard to its relationship to the Commission hereunder.

10.7 The Commission acknowledges its understanding that the Morgan Entities in their principal capacity, or portfolio companies in which the Morgan Entities have investments, or certain investment funds managed or advised by the Morgan Entities (collectively, the "Morgan Investor") may have passive, non-controlling minority equity investments in one or more potential purchasers. The Commission acknowledges its understanding that the interests of the Morgan Investor may differ from those of the Commission with respect to the timing, pricing and terms and conditions of a Transaction and otherwise, and the Commission expressly waives any conflicts of interest which may result from J.P. Morgan's multiple roles as financial advisor to the Commission hereunder and as the Morgan Investor or an affiliate thereof (or of its fund manager or fund advisor). In addition, the Commission acknowledges its understanding that no advice or recommendation rendered by JPMorgan hereunder shall be deemed a representation that the Morgan Investor (or the Morgan Entities in their capacity as manager of or advisor to the Morgan Investor) would approve a Transaction structured in accordance with such advice if its approval were required.

11. DATA ACCESS; CONFIDENTIALITY; PRESERVATION

11.1 JPMorgan represents that all data, in whatever form, prepared, received, or assembled by JPMorgan under this Agreement shall be considered proprietary and confidential and that JPMorgan shall not make them available to any individual or organization, except the Commission or the Commission Staff and its designees assigned pursuant to this Agreement, and except that JPMorgan may make certain material available to Eversource if and to the extent that (1) such disclosure will facilitate the conduct of the auction; (2) such disclosure is not inconsistent with any requirement of law; and (3) upon the express direction of the Commission or the Commission Staff; provided, however, that Eversource and JPMorgan shall sign a mutual non-disclosure agreement pertaining to all data prepared, received, or assembled by JPMorgan or provided by Eversource under this Agreement. The Commission and the Commission Staff represent that all data reviewed by the Commission and the Commission Staff in their supervisory capacity pursuant to this Agreement are proprietary and confidential and shall not make them available to any individual or organization except as required under the "Right to Know" law, NH RSA 91-A:5. The Commission and the Commission Staff shall insure that all confidential, privileged, or proprietary records are kept in secured areas and shall take reasonable precautions to protect the records in its custody from the dangers of fire, theft, flood, natural disasters, and other physical threats, as well as unauthorized access.

11.2 If, in order to satisfy the terms and conditions of this Agreement, it is necessary to submit any such information to the Commission, the material should be identified and marked on the document as "Confidential Proprietary Information" and should be submitted to the Commission in confidence to be protected from public disclosure as confidential commercial or financial information pursuant to the provisions of the "Right to Know" law.

11.3 Notwithstanding any other provision herein, the Commission and each of its employees, representatives or other agents may disclose to any and all persons, without limitation of any kind, the U.S. income and franchise tax treatment and the U.S. income and franchise tax structure of the transactions contemplated hereby and all materials of any kind (including opinions or other tax analyses, if any) that are provided to the Commission relating to such tax treatment and tax structure insofar as such

treatment and/or structure relates to a U.S. income or franchise tax strategy, if any, provided to the Commission by JPMorgan or its affiliates.

11.4 The provisions in this Section are intended to replace Paragraph 9 of the State of New Hampshire Form P-37.

12. SUPERVISION AND POST-AUCTION REQUIREMENTS

12.1 JPMorgan's services under this Agreement will be at the direction of designated members of the Commission Staff. JPMorgan will promptly report to the responsible Staff members on the status of the services being performed, as directed by Staff.

12.2 Any material or reports prepared in connection with its services as financial or auction agent shall be provided in writing or orally, as directed by the Commission Staff person requesting such report.

12.3 The results of the Transactions shall be submitted to the Commission jointly by JPMorgan, Eversource, and the purchasers. JPMorgan shall submit written testimony as to each Transaction's satisfaction of the requirements of NH RSA 369-B:1, 2, 3, 3-a and 3-b, NH RSA Chapter 374-F, the public good criteria in NH RSA 374:30, and the Settlement Agreement.

12.4 JPMorgan shall make members of its project team reasonably available as witnesses for any public proceedings that the Commission may schedule subsequent to the presentation of the bid award. JPMorgan shall participate and cooperate in a timely manner in all discovery processes, technical sessions, hearings, and the like regarding the Commission's review of any and all Transactions.

12.5 JPMorgan acknowledges that similar reports, testimony and appearances in other public proceedings may be required in connection with one or more Transactions, and that such services are included within the scope of this Agreement.

13. PARTIAL WAIVER AND RELEASE OF LIABILITY

13.1 The Commission agrees that none of JPMorgan, its affiliates, and the respective directors, officers, agents, and employees of JPMorgan and its affiliates and each other entity or person, if any, controlling JPMorgan or any of its affiliates (JPMorgan and each such entity or person being referred to as a "Morgan Person") shall have any liability (whether direct or indirect, in contract, tort or otherwise) to the Commission for or in connection with this Agreement, any transactions contemplated thereby or JPMorgan's role or services in connection therewith, except for any such liability for losses, claims, demands, damages, liabilities or expenses incurred by the Commission that are determined by final and nonappealable judgment of a court of competent jurisdiction to have resulted primarily from actions taken or omitted to be taken by such Morgan Person in bad faith or from such Morgan Person's gross negligence or willful misconduct.

14. INSURANCE

14.1 JPMorgan shall obtain and maintain in effect at its sole expense for the benefit of JPMorgan as follows: commercial general liability insurance (bodily injury, death and property damage) in the amounts of not less than \$2,000,000 per incident.

14.2 The policies described above shall be the standard form employed in the State, issued by underwriters acceptable to the State, and authorized to do business in the State.

14.3 JPMorgan may self-insure for professional liability claims under this Agreement. JPMorgan shall provide sufficient evidence of its ability to self-insure, and policies for general liability and workers compensation.

14.4 The provisions of this Section are intended to replace Paragraph 14 of the State of New Hampshire Form P-37.

15. CHANGES TO THIS AGREEMENT

15.1 This Agreement, together with the exhibits, documents and materials referenced above, represent the complete understanding between the Commission and JPMorgan. Any and all amendments, changes, extensions, revisions, waivers or discharges of this Agreement, in whole or in part, on one or more occasions, shall not be invalid or unenforceable because of lack or insufficiency of consideration; provided, however, that such amendments, extensions, revisions, waivers or discharges are in writing and executed by all the parties to this Agreement.

16. LEGAL COMPLIANCE

16.1 JPMorgan agrees to perform its services under this Agreement in compliance with federal and New Hampshire law.

17. CONSTRUCTION OF AGREEMENT AND TERMS

17.1 This Agreement shall be governed by the laws of the State of New Hampshire.

17.2 JPMorgan agrees that the execution of this Agreement, and the performance of its obligations hereunder and thereunder, shall be deemed to have a New Hampshire situs, and JPMorgan shall be subject to the personal jurisdiction of the courts of the State of New Hampshire with respect to any action the Commission, its successors or assigns may commence hereunder or thereunder. Accordingly, JPMorgan hereby specifically irrevocably consents to the jurisdiction of the courts of the State of New Hampshire with respect to all matters concerning this Agreement or the enforcement thereof in any action initiated by the Commission or in which the Commission voluntarily joins as a party.

17.3 The parties each bind themselves, their partners, successors, assigns, and legal representatives with respect to all covenants of this Agreement.

17.4 If any provision of this Agreement, or application to any party or circumstances, is held invalid by any court of competent jurisdiction, the balance of the provisions of this Agreement, or their application to any party or circumstances, shall not be affected, but only if the balance of the provisions of this Agreement would then continue to conform to the requirements of applicable laws.

17.5 The waiver of a term or condition by the Commission or its designee shall not (i) entitle JPMorgan to any future waivers of the same or different terms or conditions; or (ii) impose any duties,

obligations, or responsibilities on the Commission not already in the Agreement, as amended, modified, or superseded.

17.6 The use of a personal pronoun shall refer to all persons regardless of the proper grammatical term; the singular includes the plural; and captions for sections are included only for reference and do not modify or effect the terms, conditions, and provisions of any document, agreement, or instrument.

17.7 Nothing in this Agreement shall be construed as a waiver or limitation of sovereign immunity by the State of New Hampshire or the Commission.

17.8 This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

18. PUBLIC DISCLOSURES

18.1 The Commission agrees that, following closing of any Transaction, JPMorgan may, at its option and expense, place an advertisement or announcement in such newspapers and periodicals as it may determine describing JPMorgan's role as advisor to the Commission subject to the Commission's and Eversource's prior review and written approval of the content thereof (such approval not to be unreasonably withheld). The Commission agrees that any press release it may issue announcing a Transaction will contain a reference to JPMorgan's role as advisor to the Commission in connection with such Transaction, and that JPMorgan shall have the right to review and pre-approve any reference to it or its role as advisor to the Commission under the Agreement in any press release made by any member of the Commission (such approval not to be unreasonably withheld).

19. MISCELLANEOUS

19.1 Attached hereto as Exhibit D is a form of contract between JPMorgan and Eversource, consistent with the terms and conditions of this Agreement, to be executed in conjunction with this Agreement, and providing for, among other things, the payment of Advisory Fees and the Expense Reimbursement and Marketing Expenses and the satisfaction of the Indemnity Obligations to JPMorgan, the Commission and the State by Eversource.

EXHIBIT B

COMPENSATION FOR SERVICES

See Sections 4, 7 and 8 of Exhibit A, Engagement Agreement.

EXHIBIT C

SPECIAL PROVISIONS

- 1.) The Parties agree that Paragraph 13 (Indemnification) of the State of New Hampshire Form P-37 is deleted in its entirety and will be addressed in Exhibit D.

EXHIBIT D
SEE ATTACHED

D-1

G&C 09/07/2016
Exhibit D Page 1 of 12
Initials DB
Date 8/24/16

COMPENSATION AND INDEMNITY AGREEMENT

This Compensation and Indemnity Agreement (the "Agreement") between J.P. Morgan Securities LLC ("JPMorgan") and Public Service Company of New Hampshire d/b/a Eversource ("Eversource") contains terms and conditions of Eversource's agreement to compensate JPMorgan as the exclusive asset sale manager, financial advisor and auction advisor to the New Hampshire Public Utilities Commission (the "Commission") with respect to the sale of the fossil and hydro generating assets and other related properties of Eversource (the "Assets") in one or a series of transactions, whether by sale of assets, sale of equity interests in any Eversource subsidiary which owns Assets or otherwise (each, a "Transaction" and together, the "Transactions") and shall become effective at such time as the appointment of JPMorgan as the Commission's exclusive asset sale manager, financial advisor and auction agent as set forth in the Agreement between JPMorgan and the Commission (the "NHPUC Agreement") is approved and becomes effective.

In order to induce JPMorgan to provide the services contemplated by the NHPUC Agreement, Eversource hereby agrees to be liable to JPMorgan for certain amounts payable to JPMorgan in connection with the NHPUC Agreement as set out in this Agreement.

1. BACKGROUND

1.1 On July 1, 2016, by Order No. 25,920, the Commission approved the terms of the 2015 Public Service Company of New Hampshire Restructuring and Rate Stabilization Agreement originally filed with the Commission on June 10, 2015, as amended (the "Settlement Agreement"). Pursuant to the Commission's order and the Settlement Agreement, the Commission and Eversource are to expeditiously pursue divestiture of Eversource's generation assets, thereby completing the restructuring of the New Hampshire competitive energy market. Divestiture will take place primarily through the sale of existing power generation Assets via auction. The Commission has selected JPMorgan as its exclusive auction advisor to conduct the divestiture auction process. The Commission shall have administrative oversight, direction and control of the auction process and the bid selection. The primary objective of JPMorgan shall be to conduct an auction process which maximizes the realized value of the Assets (i.e., maximizing the total transaction value). Such value maximization would minimize any remaining stranded costs as required by law.

2. REPRESENTATIONS AND AGREEMENTS OF THE PARTIES

2.1 Eversource acknowledges that JPMorgan has been selected by the Commission to serve as its asset sale manager, financial advisor and auction agent for the purpose of divesting the Assets and represents that it shall not contest such selection.

2.2 Eversource represents that payment for services to be rendered by JPMorgan as provided in this Agreement shall be the obligation of Eversource and not the obligation of the State of New Hampshire (the "State") or the Commission. Eversource further represents that, pursuant to Section 5.5, it will not modify this Agreement in any manner, including JPMorgan's compensation for services rendered, without the express prior written consent of JPMorgan and the Commission, and that, subject to the payment provisions set forth in Section 3 hereof, JPMorgan's payment for services rendered in accordance with this Agreement shall be a priority distribution from the proceeds of the Transactions, subject only to prior liens and encumbrances on the Assets. Eversource agrees that, subject to Section 5.1, any payment obligation of Eversource that is accrued but unpaid upon termination of this Agreement or the NHPUC Agreement shall survive any such termination.

2.3 Eversource acknowledges and confirms that it has agreed under the Settlement Agreement to expeditiously pursue the divestiture of the Assets through one or more Transactions. Eversource and JPMorgan (the "Parties") each acknowledges and agrees that the sale of the Assets to one or more purchasers (any such person, together with its subsidiaries and affiliates, a "Purchaser") in the Transactions shall be upon the terms and conditions to be set forth in one or more purchase and sale agreements (each, a "Purchase and Sale Agreement"), and certain other contracts and other documents relating to or necessary to facilitate the Transactions (collectively with all Purchase and Sale Agreements, the "Transaction Documents") to be negotiated and finalized in accordance with Section 2.9.

2.4 Eversource agrees that during the period covered by this Agreement neither Eversource nor any representative thereof (other than JPMorgan) will discuss any aspect of the Transactions with anyone other than the Commission (which reference shall include Commission Staff and advisors), JPMorgan, other governmental or regulatory authorities, Eversource's affiliates, attorneys or other advisors (in the case of other advisors, they shall be required to be bound by the same confidentiality terms as govern Eversource); *provided, however*, that after one or more Purchasers have been selected as a result of the sale process provided for herein, Eversource shall be permitted to make such disclosures as are necessary to seek and obtain necessary board or shareholder approval and/or to comply with its public disclosure requirements. Additionally, neither Eversource nor any representative thereof (other than JPMorgan) will initiate or participate in discussions regarding a Transaction except through JPMorgan. If Eversource or its management receives an inquiry regarding a Transaction, it will promptly advise JPMorgan of such inquiry in order that JPMorgan may evaluate the person making such inquiry and its interest and assist the Commission and Eversource in any resulting discussions or negotiations surrounding the Transactions.

2.5 Unless otherwise required by law or directive of the Commission, prior to the closing of the Transactions, Eversource will not (a) endeavor, directly or indirectly, to sell, transfer, convey or otherwise dispose of its ownership interest in any of the Assets through any process or means other than through the process as outlined in this Agreement and the NHPUC Agreement or (b) separately negotiate for the sale, transfer, conveyance or other disposition of all or any portion of the Assets with any potential bidder, prospective purchaser or Purchasers.

2.6 For the avoidance of doubt, Eversource holds certain properties which are not necessary for the operation of the Assets or which Eversource intends to retain for its transmission and distributions systems or, to the extent not required for such systems, to sell in separate transactions outside the auction process as outlined in this Agreement and the NHPUC Agreement. The terms "Assets" and "Transactions" as used herein and in the NHPUC Agreement shall not include such properties or the disposition thereof. The Parties and the Commission Staff agree to cooperate in good faith to identify those properties to be excluded from the auction process in accordance with this Section 2.6.

2.7 Eversource agrees that it will reasonably cooperate with and assist JPMorgan in all aspects of the conduct of the auction process and the Transactions, and shall cooperate with the Commission and coordinate with the activities of the Commission as reasonably requested by JPMorgan.

2.8 Eversource acknowledges that JPMorgan shall receive the bids submitted by prospective Purchasers participating in the auction process and shall perform bid analyses in order to, along with Commission Staff, determine the leading bids. Promptly after JPMorgan and the Commission Staff have determined such leading bid or bids, Eversource shall be given an opportunity to review the bid analyses performed by JPMorgan and the bids with each bidder's proposed changes to the draft Transaction Documents submitted with such bid and to provide input on such determinations.

2.9 Upon acceptance of the leading bid or bids, a negotiating team (the "Negotiating Team") consisting of members of the Commission Staff, Commission legal advisors, Eversource, Eversource legal advisors and JPMorgan will conduct negotiations with the proposed Purchasers. Eversource shall cooperate in good faith with the other members of the Negotiating Team with respect to the negotiation of the final terms and conditions of the sale and related matters to be reflected in the Transaction Documents so that the Transaction Documents, as a whole, contain representations and warranties, covenants, closing conditions, indemnification and other terms allocating risk between Eversource and the Purchaser (including without limitation the allocation of environmental risk respecting the applicable Assets) that are customary for transactions of the nature and size of such Transaction. Eversource shall execute the final Transaction Documents for each Transaction promptly following a request to do so by JP Morgan and the Commission Staff.

2.10 Eversource agrees to cooperate in good faith and use all reasonable efforts to obtain, and not oppose directly or indirectly, any regulatory or governmental approvals required by any Purchaser to complete any Transaction, as disclosed in the relevant Purchase and Sale Agreement. Eversource agrees to cooperate, support, and assist in preparing or prepare and join in any filings, applications and other documents reasonably requested by JPMorgan in connection with the Transactions, and will execute and deliver the Transaction Documents and such other documents and instruments as may reasonably be requested by JPMorgan to effectuate the Transaction. As promptly as practicable after the date of the execution of a Purchase and Sale

Agreement and in accordance with the terms thereof, subject to appropriate coordination with the relevant Purchaser, Eversource agrees to make necessary filings and pursue receipt of the regulatory approvals and requested rulings on a coordinated and joint basis as reasonably requested by JPMorgan. Eversource shall reasonably cooperate with JPMorgan to review and comment on any such initial and subsequent filing, including characterization of the information related to the proposed sale, and to coordinate the scheduling of such filings and regulatory proceedings.

2.11 In the event either Party requests that the other Party deliver certain documents and information relating to this engagement via electronic transmissions, each Party acknowledges and agrees that the privacy and integrity of electronic transmissions cannot be guaranteed due to the possibility that third parties could intercept, view or alter such electronic transmissions. To the extent that any documents or information relating to this engagement are transmitted electronically, each Party agrees to release the other Party from any loss or liability incurred in connection with the electronic transmission of any such documents and information, including the unauthorized interception, alteration or fraudulent generation and transmission of electronic transmissions by third parties. Under no circumstances will either Party be liable for any ordinary, direct, indirect, consequential, incidental, special, punitive or exemplary damages arising out of the foregoing, regardless of whether such Party has been apprised of the likelihood of such damages occurring.

2.12 Eversource agrees to provide to JPMorgan all financial and other information reasonably requested by it for the purpose of its assignment hereunder. Eversource agrees and represents that information furnished to JPMorgan pursuant to this Agreement shall, to the best of Eversource's knowledge, be accurate and complete in all material respects at the time provided, and that if to Eversource's knowledge such information becomes inaccurate, incomplete, or misleading during the term of JPMorgan's engagement hereunder, Eversource shall notify JPMorgan in writing (which may include email notification). For the avoidance of doubt, JPMorgan shall be entitled to rely upon and assume, without assuming any responsibility for independent verification, the accuracy and completeness of all information that has been furnished to it by Eversource, provided that such reliance is demonstrated to be reasonable and customary, and, upon such demonstration, JPMorgan shall not assume any responsibility or have any liability as a result of such reliance.

2.13 In the course of JPMorgan's performance of the services set forth in Section 3.1 of the NHPUC Agreement, JPMorgan shall use its best efforts to:

- (a) schedule regular progress and review meetings to keep Eversource and the Commission's Staff reasonably informed regarding the sale process and to facilitate the sharing of information and discussion of issues arising in the sale process, such meetings to be scheduled as necessary; and
- (b) provide (or cause to be provided) to representatives of Eversource and the Commission's Staff draft documents for review and reasonable opportunity to

comment, including without limitation marketing materials, offering memorandums, and form Purchase and Sale Agreements and other related documents. Such documents may be transmitted to representatives of Eversource and the Commission's Staff electronically and comments regarding draft documents shall be provided to JPMorgan, Eversource and the Commission's Staff in a timely manner.

2.14 JPMorgan represents that it will be bound by all terms, conditions, agreements, representations and warranties contained in the NHPUC Agreement and that Eversource shall have the right to enforce such terms, conditions, agreements, representations and warranties, all of which are incorporated by reference in this Agreement.

3. COMPENSATION FOR SERVICES

3.1 The compensation for all services of JPMorgan rendered under this Agreement and the NHPUC Agreement in connection with the consummation of one or more Transactions involving the Assets (the "Advisory Fee") shall be as follows:

- (a) If the aggregate Transaction Value (as defined below) of completed Transactions involving the Assets is less than, or equal to, \$200,000,000, a fee of \$3,000,000; or
- (b) If the aggregate Transaction Value of completed Transactions involving the Assets exceeds \$200,000,000, a fee of 1.50 percent of the aggregate completed Transaction Value; or
- (c) If no Transaction involving the Assets is completed, the fee shall be zero.

For purposes of this Section 3, "Transaction Value" shall mean the total amount of cash and the fair market value of other property paid or payable (exclusive of amounts paid into escrow until the same are released to Eversource and exclusive of customary working capital and similar purchase price adjustments) to Eversource by a Purchaser of the Assets, plus the principal amount of any indebtedness for borrowed money of Eversource assumed by a Purchaser, or the principal amount of any indebtedness for borrowed money of Eversource that is repaid directly by the Purchaser as part of the Transaction.

3.2 The Advisory Fee shall be payable to JPMorgan as follows:

- (a) \$2,000,000 shall be payable in cash when earned upon the consummation of one or more Transactions involving Assets having a Transaction Value of at least \$75,000,000 and shall be paid from the proceeds of such Transactions.
- (b) The remaining \$1,000,000 plus any incremental amount due under Section 3.1(b) in the event the aggregate Transaction Value of all completed Transactions is in

excess of \$200,000,000, shall be payable in cash only upon the earlier of (i) the consummation of the final sale of the remaining Assets or (ii) satisfactory completion of the auction process, including in the case that Assets remain unsold as a result of the initial auction process, the satisfactory completion of any additional divestiture process as directed by the Commission, and shall be paid from the proceeds thereof or from amounts set aside from prior Transactions.

In accordance with Section 7.3 of the NHPUC Agreement, in the event of termination of the NHPUC Agreement by the Commission for reasons other than willful, wanton misconduct or gross negligence or material breach on the part of JPMorgan, JPMorgan shall be entitled to payment of the Advisory Fee in accordance with this Section 3 (without duplication) in the event that, at any time prior to the expiration of eighteen (18) months after such termination, one or more Transactions are consummated with respect to the sale of all or a portion of the Assets having a Transaction Value of at least \$100,000,000 with any prospective Purchasers who occur on a list of responding prospective Purchasers provided by JPMorgan to the Commission and Eversource during the term of the NHPUC Agreement.

3.3 In addition to the Advisory Fee, JPMorgan will separately bill and be separately reimbursed for up to an aggregate during the duration of this Agreement of (i) \$75,000 of reasonable and necessary expenses, including travel costs, document production and other similar expenses and (ii) \$50,000 of reasonable and necessary fees and expenses of counsel (save for any contemplated under Section 4 below) (the "Expense Reimbursement"). Expenses incurred in excess of the limits set forth above shall not be subject to reimbursement and shall be borne by JPMorgan. The Expense Reimbursement to JPMorgan shall be made as a priority distribution from the proceeds of any sale of the Assets, subject only to any prior liens and encumbrances on the Assets, or in the event such proceeds are insufficient, shall be made directly by Eversource.

3.4 To the extent that JPMorgan determines that independent engineers' reports and/or market analyses from unrelated third parties are necessary for use in marketing materials, JPMorgan will advise the Commission and Eversource and undertake a competitive process to secure such services which processes shall be subject to the oversight of the Commission, with input from Eversource. Upon approval of such amounts (as approved, "Marketing Expenses") JPMorgan may seek reimbursement for such Marketing Expenses directly from Eversource.

3.5 JPMorgan shall remit invoices for any and all Expense Reimbursements and Marketing Expenses to the Commission for review and approval. Eversource shall remit payment on approved invoices to JPMorgan in accordance with the requirements of this Agreement.

3.6 JPMorgan and Eversource acknowledge and agree that the obligation to pay the Advisory Fee and Expense Reimbursement in accordance herewith for services rendered pursuant to the NHPUC Agreement and Marketing Expenses lies wholly with Eversource, and no such obligation, in whole or in part, either express or implied, exists on the part of the Commission or the State other than as set out in the NHPUC Agreement.

4. INDEMNIFICATION

4.1 Eversource agrees to indemnify JPMorgan, the State and the Commission as follows:

4.2 Eversource agrees to indemnify and hold harmless JPMorgan, its affiliates, and the respective directors, officers, agents, and employees of JPMorgan and its affiliates and each other entity or person, if any, controlling JPMorgan or any of its affiliates (JPMorgan and each such entity or person being referred to as an "Indemnified Person") from and against any losses, claims, demands, damages, or liabilities (or actions or proceedings in respect thereof) of any kind (collectively, "Liabilities") relating to or arising out of activities performed or services furnished pursuant to the Agreement or the NHPUC Agreement, the Transactions contemplated thereby or JPMorgan's and the Commission's respective roles in connection therewith, and to reimburse JPMorgan and any other Indemnified Person for all reasonable and necessary expenses (including, without limitation, fees and disbursements of counsel) incurred by JPMorgan and/or any such other Indemnified Person in connection with investigating, preparing, or defending any investigative, administrative, judicial, or regulatory action or proceeding in any jurisdiction in connection with the foregoing indemnity, whether or not in connection with pending or threatened litigation to which JPMorgan (or any other Indemnified Person) or Eversource or any of its respective securityholders is a party, in each case as such expenses are incurred or paid; *provided, however*, that any Liabilities for personal injury or property damage relating to or arising out of the acts or omissions of any Indemnified Person shall be determined after giving effect to any amounts recoverable from third parties, including insurance of such Indemnified Person. Eversource will not, however, be responsible for any such Liabilities or expenses to the extent that they are determined by final and nonappealable judgment of a court of competent jurisdiction to have resulted primarily from actions taken or omitted to be taken by such Indemnified Person in bad faith or from such Indemnified Person's gross negligence or willful misconduct. Eversource also agrees that no Indemnified Person shall have any liability (whether direct or indirect, in contract, tort or otherwise) to Eversource or any of its respective securityholders or creditors for or in connection with the Agreement or the NHPUC Agreement, any Transaction contemplated thereby or JPMorgan's role or services in connection therewith, except for any such Liabilities or expenses incurred by Eversource that are determined by final and nonappealable judgment of a court of competent jurisdiction to have resulted primarily from actions taken or omitted to be taken by such Indemnified Person in bad faith or from such Indemnified Person's gross negligence or willful misconduct.

4.3 Upon receipt by an Indemnified Person of actual notice of a claim, action or proceeding against such Indemnified Person in respect of which indemnity may be sought hereunder, such Indemnified Person shall promptly notify Eversource with respect thereto. In addition, an Indemnified Person shall promptly notify Eversource after any action is commenced (by way of service with a summons or other legal process giving information as to the nature and basis of the claim) against such Indemnified Person in respect of which indemnity may be sought hereunder. In any event, failure to notify Eversource shall not relieve Eversource from any

liability which Eversource may have on account of this indemnity or otherwise, except to the extent Eversource shall have been materially prejudiced by such failure. Eversource shall have the right to assume the defense of any litigation or proceeding in respect of which indemnity may be sought hereunder, including the employment of counsel reasonably satisfactory to JPMorgan and the payment of the reasonable and necessary fees and expenses of such counsel, in which event, except as provided below, Eversource shall not be liable for the fees and expenses of any other counsel retained by any Indemnified Person in connection with such litigation or proceeding. In any such litigation or proceeding the defense of which Eversource shall have so assumed, any Indemnified Person shall have the right to participate in such litigation or proceeding and to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such Indemnified Person unless (i) Eversource and such Indemnified Person shall have mutually agreed in writing to the retention of such counsel at Eversource's expense, or (ii) the named parties to any such litigation or proceeding (including any impleaded parties) include Eversource and such Indemnified Person and representation of both parties by the same counsel would, in the opinion of counsel to such Indemnified Person, be inappropriate due to actual or potential differing interests between Eversource and such Indemnified Person. Eversource shall not be liable for any settlement of any litigation or proceeding effected without its written consent, but if settled with such consent or if there is entered a final judgment against an Indemnified Person, Eversource agrees to indemnify the Indemnified Person from and against any loss or liability by reason of such settlement or judgment, except as provided above. Eversource will not consent, settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any claim, action or proceeding relating to or arising out of activities performed or services furnished pursuant to the Agreement, the NHPUC Agreement, any Transaction or JPMorgan's role in connection therewith, or participate in or facilitate any such settlement, compromise, consent to the entry of any judgment in or termination of any claim on behalf of Eversource's Board of Directors, whether or not any Indemnified Person is an actual or potential party thereto, without JPMorgan and the Commission's written consent, which shall not be unreasonably withheld, unless such settlement, compromise, consent or termination (i) includes an unconditional release of each Indemnified Person from any liabilities arising out of such claim, action or proceeding and (ii) does not include any statement as to, or any admission of, fault, culpability or a failure to act by or on behalf of any Indemnified Person.

4.4 If the foregoing indemnification is for any reason unenforceable, Eversource shall contribute to the losses, claims, demands, damages, liabilities and expenses referred to herein that are paid or payable by such Indemnified Person in such proportion as is appropriate to reflect the relative economic interests of Eversource and its respective securityholders, on the one hand, and of JPMorgan on the other hand, in the transactions contemplated by the Agreement or the NHPUC Agreement (whether or not consummated), as well as any other relevant equitable considerations. For purposes of this paragraph, the relative interests of Eversource and its respective securityholders, on the one hand, and JPMorgan on the other hand, in the Transaction contemplated by the Agreement and the NHPUC Agreement shall be deemed to be in the same proportion as (a) the total value paid or received or contemplated to be paid or received by Eversource and/or its respective securityholders, as the case may be, in the Transaction (whether or not any such transaction is consummated), bears to (b) the fees paid or to be paid to JPMorgan

under the Agreement and the NHPUC Agreement; provided, however, that to the extent permitted by applicable law, in no event shall JPMorgan or any other Indemnified Person be required to contribute an aggregate amount for all Indemnified Persons in excess of the aggregate fees actually paid to JPMorgan for services rendered under the Agreement and the NHPUC Agreement.

4.5 The provisions contained in this Section shall be for the benefit of all the Indemnified Persons referred to herein, shall not be limited by any rights of JPMorgan or any other Indemnified Person that they may otherwise have, shall be governed by the laws of the State of New Hampshire, and shall remain operative and in full force and effect regardless of the expiration or any termination of the Agreement or the NHPUC Agreement or of JPMorgan's engagement thereunder.

4.6 Eversource agrees that it shall defend, indemnify, and hold harmless the State, its agencies (including, without limitation, the New Hampshire Public Utilities Commission), their officers, employees, counsel, representatives and agents (the State and each such agency (including the Commission) or person being referred to as a "State Indemnified Person") from and against any and all losses suffered by any State Indemnified Person, their officers and employees, and any and all claims, liabilities or penalties asserted against any State Indemnified Person by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of JPMorgan or the Commission pursuant to this Agreement and the NHPUC Agreement, the Transactions contemplated thereby or JPMorgan's or the Commission's role in connection therewith, and to reimburse any State Indemnified Person for all expenses (including, without limitation, fees and disbursements of counsel) incurred by such State Indemnified Person in connection with investigating, preparing, or defending any investigative, administrative, judicial, or regulatory action or proceeding in any jurisdiction in connection with the foregoing indemnity, whether or not in connection with pending or threatened litigation to which such State Indemnified Person is a party, in each case as such expenses are incurred or paid. Eversource also agrees that all claims by Eversource of any nature arising out of this Agreement, the NHPUC Agreement and the Transactions contemplated thereby against the State Indemnified Persons, and any others acting on their behalf, except JPMorgan and the other Indemnified Persons, are expressly waived or released. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall be governed by the laws of the State of New Hampshire, and remain operative and in full force and effect regardless of the expiration or any termination of this Agreement or the NHPUC Agreement or JPMorgan's engagement thereunder.

5. CONSTRUCTION OF AGREEMENT AND TERMS

5.1 This Agreement shall be and remain in full force and effect from and after the date hereof and shall survive any closing of any Transaction to the extent necessary to effectuate any of the provisions hereof.

5.2 No waiver by Eversource or JPMorgan of the performance of any obligation under this Agreement, or with respect to any default or any other matter arising in connection with this Agreement, shall be deemed a waiver with respect to any subsequent performance, default or matter.

5.3 No Party to this Agreement shall assign any of its rights or obligations under this Agreement without prior written consent of the other Party.

5.4 This Agreement is binding upon and intended solely for the benefit of the Parties hereto and their respective successors and permitted assigns and, except as expressly stated herein, is not intended to and shall not confer any rights or benefits upon any third party (other than successors and permitted assigns) not a signatory hereto, including without limitation any Purchasers or potential Purchasers. Notwithstanding the foregoing, (a) this Agreement is expressly intended to be for the irrevocable benefit of, and shall be enforceable by, each of the State, the Commission and (with respect to Section 4.6) each other State Indemnified Party, all of whom are intended third party beneficiaries of this Agreement, and (b) the provisions of Section 4 of this Agreement may be enforced, with the prior written consent of JPMorgan, by any Indemnified Person (for whom the provisions of Section 4 are intended to confer a benefit).

5.5 This Agreement, together with the NHPUC Agreement and the Confidentiality Agreement between the Parties to be effective contemporaneously herewith (the "Confidentiality Agreement"), sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof and supercedes any and all previous agreements and communications, written or oral, between the Parties hereto with respect to the subject matter hereof. Neither this Agreement nor any of the terms hereof may be changed, waived, discharged or terminated (other than pursuant to the terms hereof) except by an instrument in writing signed by each of the Parties hereto and the Commission. For the avoidance of doubt, each of the NHPUC Agreement and the Confidentiality Agreement remains in force and effect in accordance with its respective terms, and the terms of the Confidentiality Agreement apply to the existence and terms of, and all materials and information provided under or in accordance with, this Agreement and the NHPUC Agreement.

5.6 The headings in this Agreement are for convenience of reference only and shall not be defined or limit the terms hereof.

5.7 This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire.

5.8 This Agreement may be executed in a number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail, PDF or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature page follows.]

D-11

G&C 09/07/2016
Exhibit D Page 11 of 12
Initials *NO*
Date *8/24/16*

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the dates set forth below.

J.P. MORGAN SECURITIES LLC

Date: August 24, 2016

By: 
Name: Paul Dabbar
Title: Managing Director

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE D/B/A EVERSOURCE

Date: August , 2016

By: _____
Name: Philip J. Lembo
Title: Executive Vice President,
Chief Financial Officer and Treasurer

Acknowledged and agreed by the undersigned as third party beneficiary hereof:

NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION:

By: 
Name: Martin P. Honigberg
Title: Chairman

Date: August 25, 2016

EXHIBIT D
SEE ATTACHED

COMPENSATION AND INDEMNITY AGREEMENT

This Compensation and Indemnity Agreement (the "Agreement") between J.P. Morgan Securities LLC ("JPMorgan") and Public Service Company of New Hampshire d/b/a Eversource ("Eversource") contains terms and conditions of Eversource's agreement to compensate JPMorgan as the exclusive asset sale manager, financial advisor and auction advisor to the New Hampshire Public Utilities Commission (the "Commission") with respect to the sale of the fossil and hydro generating assets and other related properties of Eversource (the "Assets") in one or a series of transactions, whether by sale of assets, sale of equity interests in any Eversource subsidiary which owns Assets or otherwise (each, a "Transaction" and together, the "Transactions") and shall become effective at such time as the appointment of JPMorgan as the Commission's exclusive asset sale manager, financial advisor and auction agent as set forth in the Agreement between JPMorgan and the Commission (the "NHPUC Agreement") is approved and becomes effective.

In order to induce JPMorgan to provide the services contemplated by the NHPUC Agreement, Eversource hereby agrees to be liable to JPMorgan for certain amounts payable to JPMorgan in connection with the NHPUC Agreement as set out in this Agreement.

1. BACKGROUND

1.1 On July 1, 2016, by Order No. 25,920, the Commission approved the terms of the 2015 Public Service Company of New Hampshire Restructuring and Rate Stabilization Agreement originally filed with the Commission on June 10, 2015, as amended (the "Settlement Agreement"). Pursuant to the Commission's order and the Settlement Agreement, the Commission and Eversource are to expeditiously pursue divestiture of Eversource's generation assets, thereby completing the restructuring of the New Hampshire competitive energy market. Divestiture will take place primarily through the sale of existing power generation Assets via auction. The Commission has selected JPMorgan as its exclusive auction advisor to conduct the divestiture auction process. The Commission shall have administrative oversight, direction and control of the auction process and the bid selection. The primary objective of JPMorgan shall be to conduct an auction process which maximizes the realized value of the Assets (i.e., maximizing the total transaction value). Such value maximization would minimize any remaining stranded costs as required by law.

2. REPRESENTATIONS AND AGREEMENTS OF THE PARTIES

2.1 Eversource acknowledges that JPMorgan has been selected by the Commission to serve as its asset sale manager, financial advisor and auction agent for the purpose of divesting the Assets and represents that it shall not contest such selection.

2.2 Eversource represents that payment for services to be rendered by JPMorgan as provided in this Agreement shall be the obligation of Eversource and not the obligation of the State of New Hampshire (the "State") or the Commission. Eversource further represents that, pursuant to Section 5.5, it will not modify this Agreement in any manner, including JPMorgan's compensation for services rendered, without the express prior written consent of JPMorgan and the Commission, and that, subject to the payment provisions set forth in Section 3 hereof, JPMorgan's payment for services rendered in accordance with this Agreement shall be a priority distribution from the proceeds of the Transactions, subject only to prior liens and encumbrances on the Assets. Eversource agrees that, subject to Section 5.1, any payment obligation of Eversource that is accrued but unpaid upon termination of this Agreement or the NHPUC Agreement shall survive any such termination.

2.3 Eversource acknowledges and confirms that it has agreed under the Settlement Agreement to expeditiously pursue the divestiture of the Assets through one or more Transactions. Eversource and JPMorgan (the "Parties") each acknowledges and agrees that the sale of the Assets to one or more purchasers (any such person, together with its subsidiaries and affiliates, a "Purchaser") in the Transactions shall be upon the terms and conditions to be set forth in one or more purchase and sale agreements (each, a "Purchase and Sale Agreement"), and certain other contracts and other documents relating to or necessary to facilitate the Transactions (collectively with all Purchase and Sale Agreements, the "Transaction Documents") to be negotiated and finalized in accordance with Section 2.9.

2.4 Eversource agrees that during the period covered by this Agreement neither Eversource nor any representative thereof (other than JPMorgan) will discuss any aspect of the Transactions with anyone other than the Commission (which reference shall include Commission Staff and advisors), JPMorgan, other governmental or regulatory authorities, Eversource's affiliates, attorneys or other advisors (in the case of other advisors, they shall be required to be bound by the same confidentiality terms as govern Eversource); *provided, however*, that after one or more Purchasers have been selected as a result of the sale process provided for herein, Eversource shall be permitted to make such disclosures as are necessary to seek and obtain necessary board or shareholder approval and/or to comply with its public disclosure requirements. Additionally, neither Eversource nor any representative thereof (other than JPMorgan) will initiate or participate in discussions regarding a Transaction except through JPMorgan. If Eversource or its management receives an inquiry regarding a Transaction, it will promptly advise JPMorgan of such inquiry in order that JPMorgan may evaluate the person making such inquiry and its interest and assist the Commission and Eversource in any resulting discussions or negotiations surrounding the Transactions.

2.5 Unless otherwise required by law or directive of the Commission, prior to the closing of the Transactions, Eversource will not (a) endeavor, directly or indirectly, to sell, transfer, convey or otherwise dispose of its ownership interest in any of the Assets through any process or means other than through the process as outlined in this Agreement and the NHPUC Agreement or (b) separately negotiate for the sale, transfer, conveyance or other disposition of all or any portion of the Assets with any potential bidder, prospective purchaser or Purchasers.

2.6 For the avoidance of doubt, Eversource holds certain properties which are not necessary for the operation of the Assets or which Eversource intends to retain for its transmission and distributions systems or, to the extent not required for such systems, to sell in separate transactions outside the auction process as outlined in this Agreement and the NHPUC Agreement. The terms "Assets" and "Transactions" as used herein and in the NHPUC Agreement shall not include such properties or the disposition thereof. The Parties and the Commission Staff agree to cooperate in good faith to identify those properties to be excluded from the auction process in accordance with this Section 2.6.

2.7 Eversource agrees that it will reasonably cooperate with and assist JPMorgan in all aspects of the conduct of the auction process and the Transactions, and shall cooperate with the Commission and coordinate with the activities of the Commission as reasonably requested by JPMorgan.

2.8 Eversource acknowledges that JPMorgan shall receive the bids submitted by prospective Purchasers participating in the auction process and shall perform bid analyses in order to, along with Commission Staff, determine the leading bids. Promptly after JPMorgan and the Commission Staff have determined such leading bid or bids, Eversource shall be given an opportunity to review the bid analyses performed by JPMorgan and the bids with each bidder's proposed changes to the draft Transaction Documents submitted with such bid and to provide input on such determinations.

2.9 Upon acceptance of the leading bid or bids, a negotiating team (the "Negotiating Team") consisting of members of the Commission Staff, Commission legal advisors, Eversource, Eversource legal advisors and JPMorgan will conduct negotiations with the proposed Purchasers. Eversource shall cooperate in good faith with the other members of the Negotiating Team with respect to the negotiation of the final terms and conditions of the sale and related matters to be reflected in the Transaction Documents so that the Transaction Documents, as a whole, contain representations and warranties, covenants, closing conditions, indemnification and other terms allocating risk between Eversource and the Purchaser (including without limitation the allocation of environmental risk respecting the applicable Assets) that are customary for transactions of the nature and size of such Transaction. Eversource shall execute the final Transaction Documents for each Transaction promptly following a request to do so by JP Morgan and the Commission Staff.

2.10 Eversource agrees to cooperate in good faith and use all reasonable efforts to obtain, and not oppose directly or indirectly, any regulatory or governmental approvals required by any Purchaser to complete any Transaction, as disclosed in the relevant Purchase and Sale Agreement. Eversource agrees to cooperate, support, and assist in preparing or prepare and join in any filings, applications and other documents reasonably requested by JPMorgan in connection with the Transactions, and will execute and deliver the Transaction Documents and such other documents and instruments as may reasonably be requested by JPMorgan to effectuate the Transaction. As promptly as practicable after the date of the execution of a Purchase and Sale

Agreement and in accordance with the terms thereof, subject to appropriate coordination with the relevant Purchaser, Eversource agrees to make necessary filings and pursue receipt of the regulatory approvals and requested rulings on a coordinated and joint basis as reasonably requested by JPMorgan. Eversource shall reasonably cooperate with JPMorgan to review and comment on any such initial and subsequent filing, including characterization of the information related to the proposed sale, and to coordinate the scheduling of such filings and regulatory proceedings.

2.11 In the event either Party requests that the other Party deliver certain documents and information relating to this engagement via electronic transmissions, each Party acknowledges and agrees that the privacy and integrity of electronic transmissions cannot be guaranteed due to the possibility that third parties could intercept, view or alter such electronic transmissions. To the extent that any documents or information relating to this engagement are transmitted electronically, each Party agrees to release the other Party from any loss or liability incurred in connection with the electronic transmission of any such documents and information, including the unauthorized interception, alteration or fraudulent generation and transmission of electronic transmissions by third parties. Under no circumstances will either Party be liable for any ordinary, direct, indirect, consequential, incidental, special, punitive or exemplary damages arising out of the foregoing, regardless of whether such Party has been apprised of the likelihood of such damages occurring.

2.12 Eversource agrees to provide to JPMorgan all financial and other information reasonably requested by it for the purpose of its assignment hereunder. Eversource agrees and represents that information furnished to JPMorgan pursuant to this Agreement shall, to the best of Eversource's knowledge, be accurate and complete in all material respects at the time provided, and that if to Eversource's knowledge such information becomes inaccurate, incomplete, or misleading during the term of JPMorgan's engagement hereunder, Eversource shall notify JPMorgan in writing (which may include email notification). For the avoidance of doubt, JPMorgan shall be entitled to rely upon and assume, without assuming any responsibility for independent verification, the accuracy and completeness of all information that has been furnished to it by Eversource, provided that such reliance is demonstrated to be reasonable and customary, and, upon such demonstration, JPMorgan shall not assume any responsibility or have any liability as a result of such reliance.

2.13 In the course of JPMorgan's performance of the services set forth in Section 3.1 of the NHPUC Agreement, JPMorgan shall use its best efforts to:

- (a) schedule regular progress and review meetings to keep Eversource and the Commission's Staff reasonably informed regarding the sale process and to facilitate the sharing of information and discussion of issues arising in the sale process, such meetings to be scheduled as necessary; and
- (b) provide (or cause to be provided) to representatives of Eversource and the Commission's Staff draft documents for review and reasonable opportunity to

comment, including without limitation marketing materials, offering memorandums, and form Purchase and Sale Agreements and other related documents. Such documents may be transmitted to representatives of Eversource and the Commission's Staff electronically and comments regarding draft documents shall be provided to JPMorgan, Eversource and the Commission's Staff in a timely manner.

2.14 JPMorgan represents that it will be bound by all terms, conditions, agreements, representations and warranties contained in the NHPUC Agreement and that Eversource shall have the right to enforce such terms, conditions, agreements, representations and warranties, all of which are incorporated by reference in this Agreement.

3. COMPENSATION FOR SERVICES

3.1 The compensation for all services of JPMorgan rendered under this Agreement and the NHPUC Agreement in connection with the consummation of one or more Transactions involving the Assets (the "Advisory Fee") shall be as follows:

- (a) If the aggregate Transaction Value (as defined below) of completed Transactions involving the Assets is less than, or equal to, \$200,000,000, a fee of \$3,000,000; or
- (b) If the aggregate Transaction Value of completed Transactions involving the Assets exceeds \$200,000,000, a fee of 1.50 percent of the aggregate completed Transaction Value; or
- (c) If no Transaction involving the Assets is completed, the fee shall be zero.

For purposes of this Section 3, "Transaction Value" shall mean the total amount of cash and the fair market value of other property paid or payable (exclusive of amounts paid into escrow until the same are released to Eversource and exclusive of customary working capital and similar purchase price adjustments) to Eversource by a Purchaser of the Assets, plus the principal amount of any indebtedness for borrowed money of Eversource assumed by a Purchaser, or the principal amount of any indebtedness for borrowed money of Eversource that is repaid directly by the Purchaser as part of the Transaction.

3.2 The Advisory Fee shall be payable to JPMorgan as follows:

- (a) \$2,000,000 shall be payable in cash when earned upon the consummation of one or more Transactions involving Assets having a Transaction Value of at least \$75,000,000 and shall be paid from the proceeds of such Transactions.
- (b) The remaining \$1,000,000 plus any incremental amount due under Section 3.1(b) in the event the aggregate Transaction Value of all completed Transactions is in

excess of \$200,000,000, shall be payable in cash only upon the earlier of (i) the consummation of the final sale of the remaining Assets or (ii) satisfactory completion of the auction process, including in the case that Assets remain unsold as a result of the initial auction process, the satisfactory completion of any additional divestiture process as directed by the Commission, and shall be paid from the proceeds thereof or from amounts set aside from prior Transactions.

In accordance with Section 7.3 of the NHPUC Agreement, in the event of termination of the NHPUC Agreement by the Commission for reasons other than willful, wanton misconduct or gross negligence or material breach on the part of JPMorgan, JPMorgan shall be entitled to payment of the Advisory Fee in accordance with this Section 3 (without duplication) in the event that, at any time prior to the expiration of eighteen (18) months after such termination, one or more Transactions are consummated with respect to the sale of all or a portion of the Assets having a Transaction Value of at least \$100,000,000 with any prospective Purchasers who occur on a list of responding prospective Purchasers provided by JPMorgan to the Commission and Eversource during the term of the NHPUC Agreement.

3.3 In addition to the Advisory Fee, JPMorgan will separately bill and be separately reimbursed for up to an aggregate during the duration of this Agreement of (i) \$75,000 of reasonable and necessary expenses, including travel costs, document production and other similar expenses and (ii) \$50,000 of reasonable and necessary fees and expenses of counsel (save for any contemplated under Section 4 below) (the "Expense Reimbursement"). Expenses incurred in excess of the limits set forth above shall not be subject to reimbursement and shall be borne by JPMorgan. The Expense Reimbursement to JPMorgan shall be made as a priority distribution from the proceeds of any sale of the Assets, subject only to any prior liens and encumbrances on the Assets, or in the event such proceeds are insufficient, shall be made directly by Eversource.

3.4 To the extent that JPMorgan determines that independent engineers' reports and/or market analyses from unrelated third parties are necessary for use in marketing materials, JPMorgan will advise the Commission and Eversource and undertake a competitive process to secure such services which processes shall be subject to the oversight of the Commission, with input from Eversource. Upon approval of such amounts (as approved, "Marketing Expenses") JPMorgan may seek reimbursement for such Marketing Expenses directly from Eversource.

3.5 JPMorgan shall remit invoices for any and all Expense Reimbursements and Marketing Expenses to the Commission for review and approval. Eversource shall remit payment on approved invoices to JPMorgan in accordance with the requirements of this Agreement.

3.6 JPMorgan and Eversource acknowledge and agree that the obligation to pay the Advisory Fee and Expense Reimbursement in accordance herewith for services rendered pursuant to the NHPUC Agreement and Marketing Expenses lies wholly with Eversource, and no such obligation, in whole or in part, either express or implied, exists on the part of the Commission or the State other than as set out in the NHPUC Agreement.

4. INDEMNIFICATION

4.1 Eversource agrees to indemnify JPMorgan, the State and the Commission as follows:

4.2 Eversource agrees to indemnify and hold harmless JPMorgan, its affiliates, and the respective directors, officers, agents, and employees of JPMorgan and its affiliates and each other entity or person, if any, controlling JPMorgan or any of its affiliates (JPMorgan and each such entity or person being referred to as an "Indemnified Person") from and against any losses, claims, demands, damages, or liabilities (or actions or proceedings in respect thereof) of any kind (collectively, "Liabilities") relating to or arising out of activities performed or services furnished pursuant to the Agreement or the NHPUC Agreement, the Transactions contemplated thereby or JPMorgan's and the Commission's respective roles in connection therewith, and to reimburse JPMorgan and any other Indemnified Person for all reasonable and necessary expenses (including, without limitation, fees and disbursements of counsel) incurred by JPMorgan and/or any such other Indemnified Person in connection with investigating, preparing, or defending any investigative, administrative, judicial, or regulatory action or proceeding in any jurisdiction in connection with the foregoing indemnity, whether or not in connection with pending or threatened litigation to which JPMorgan (or any other Indemnified Person) or Eversource or any of its respective securityholders is a party, in each case as such expenses are incurred or paid; *provided, however*, that any Liabilities for personal injury or property damage relating to or arising out of the acts or omissions of any Indemnified Person shall be determined after giving effect to any amounts recoverable from third parties, including insurance of such Indemnified Person. Eversource will not, however, be responsible for any such Liabilities or expenses to the extent that they are determined by final and nonappealable judgment of a court of competent jurisdiction to have resulted primarily from actions taken or omitted to be taken by such Indemnified Person in bad faith or from such Indemnified Person's gross negligence or willful misconduct. Eversource also agrees that no Indemnified Person shall have any liability (whether direct or indirect, in contract, tort or otherwise) to Eversource or any of its respective securityholders or creditors for or in connection with the Agreement or the NHPUC Agreement, any Transaction contemplated thereby or JPMorgan's role or services in connection therewith, except for any such Liabilities or expenses incurred by Eversource that are determined by final and nonappealable judgment of a court of competent jurisdiction to have resulted primarily from actions taken or omitted to be taken by such Indemnified Person in bad faith or from such Indemnified Person's gross negligence or willful misconduct.

4.3 Upon receipt by an Indemnified Person of actual notice of a claim, action or proceeding against such Indemnified Person in respect of which indemnity may be sought hereunder, such Indemnified Person shall promptly notify Eversource with respect thereto. In addition, an Indemnified Person shall promptly notify Eversource after any action is commenced (by way of service with a summons or other legal process giving information as to the nature and basis of the claim) against such Indemnified Person in respect of which indemnity may be sought hereunder. In any event, failure to notify Eversource shall not relieve Eversource from any

liability which Eversource may have on account of this indemnity or otherwise, except to the extent Eversource shall have been materially prejudiced by such failure. Eversource shall have the right to assume the defense of any litigation or proceeding in respect of which indemnity may be sought hereunder, including the employment of counsel reasonably satisfactory to JPMorgan and the payment of the reasonable and necessary fees and expenses of such counsel, in which event, except as provided below, Eversource shall not be liable for the fees and expenses of any other counsel retained by any Indemnified Person in connection with such litigation or proceeding. In any such litigation or proceeding the defense of which Eversource shall have so assumed, any Indemnified Person shall have the right to participate in such litigation or proceeding and to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such Indemnified Person unless (i) Eversource and such Indemnified Person shall have mutually agreed in writing to the retention of such counsel at Eversource's expense, or (ii) the named parties to any such litigation or proceeding (including any impleaded parties) include Eversource and such Indemnified Person and representation of both parties by the same counsel would, in the opinion of counsel to such Indemnified Person, be inappropriate due to actual or potential differing interests between Eversource and such Indemnified Person. Eversource shall not be liable for any settlement of any litigation or proceeding effected without its written consent, but if settled with such consent or if there is entered a final judgment against an Indemnified Person, Eversource agrees to indemnify the Indemnified Person from and against any loss or liability by reason of such settlement or judgment, except as provided above. Eversource will not consent, settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any claim, action or proceeding relating to or arising out of activities performed or services furnished pursuant to the Agreement, the NHPUC Agreement, any Transaction or JPMorgan's role in connection therewith, or participate in or facilitate any such settlement, compromise, consent to the entry of any judgment in or termination of any claim on behalf of Eversource's Board of Directors, whether or not any Indemnified Person is an actual or potential party thereto, without JPMorgan and the Commission's written consent, which shall not be unreasonably withheld, unless such settlement, compromise, consent or termination (i) includes an unconditional release of each Indemnified Person from any liabilities arising out of such claim, action or proceeding and (ii) does not include any statement as to, or any admission of, fault, culpability or a failure to act by or on behalf of any Indemnified Person.

4.4 If the foregoing indemnification is for any reason unenforceable, Eversource shall contribute to the losses, claims, demands, damages, liabilities and expenses referred to herein that are paid or payable by such Indemnified Person in such proportion as is appropriate to reflect the relative economic interests of Eversource and its respective securityholders, on the one hand, and of JPMorgan on the other hand, in the transactions contemplated by the Agreement or the NHPUC Agreement (whether or not consummated), as well as any other relevant equitable considerations. For purposes of this paragraph, the relative interests of Eversource and its respective securityholders, on the one hand, and JPMorgan on the other hand, in the Transaction contemplated by the Agreement and the NHPUC Agreement shall be deemed to be in the same proportion as (a) the total value paid or received or contemplated to be paid or received by Eversource and/or its respective securityholders, as the case may be, in the Transaction (whether or not any such transaction is consummated), bears to (b) the fees paid or to be paid to JPMorgan

under the Agreement and the NHPUC Agreement; provided, however, that to the extent permitted by applicable law, in no event shall JPMorgan or any other Indemnified Person be required to contribute an aggregate amount for all Indemnified Persons in excess of the aggregate fees actually paid to JPMorgan for services rendered under the Agreement and the NHPUC Agreement.

4.5 The provisions contained in this Section shall be for the benefit of all the Indemnified Persons referred to herein, shall not be limited by any rights of JPMorgan or any other Indemnified Person that they may otherwise have, shall be governed by the laws of the State of New Hampshire, and shall remain operative and in full force and effect regardless of the expiration or any termination of the Agreement or the NHPUC Agreement or of JPMorgan's engagement thereunder.

4.6 Eversource agrees that it shall defend, indemnify, and hold harmless the State, its agencies (including, without limitation, the New Hampshire Public Utilities Commission), their officers, employees, counsel, representatives and agents (the State and each such agency (including the Commission) or person being referred to as a "State Indemnified Person") from and against any and all losses suffered by any State Indemnified Person, their officers and employees, and any and all claims, liabilities or penalties asserted against any State Indemnified Person by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of JPMorgan or the Commission pursuant to this Agreement and the NHPUC Agreement, the Transactions contemplated thereby or JPMorgan's or the Commission's role in connection therewith, and to reimburse any State Indemnified Person for all expenses (including, without limitation, fees and disbursements of counsel) incurred by such State Indemnified Person in connection with investigating, preparing, or defending any investigative, administrative, judicial, or regulatory action or proceeding in any jurisdiction in connection with the foregoing indemnity, whether or not in connection with pending or threatened litigation to which such State Indemnified Person is a party, in each case as such expenses are incurred or paid. Eversource also agrees that all claims by Eversource of any nature arising out of this Agreement, the NHPUC Agreement and the Transactions contemplated thereby against the State Indemnified Persons, and any others acting on their behalf, except JPMorgan and the other Indemnified Persons, are expressly waived or released. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall be governed by the laws of the State of New Hampshire, and remain operative and in full force and effect regardless of the expiration or any termination of this Agreement or the NHPUC Agreement or JPMorgan's engagement thereunder.

5. CONSTRUCTION OF AGREEMENT AND TERMS

5.1 This Agreement shall be and remain in full force and effect from and after the date hereof and shall survive any closing of any Transaction to the extent necessary to effectuate any of the provisions hereof.

5.2 No waiver by Eversource or JPMorgan of the performance of any obligation under this Agreement, or with respect to any default or any other matter arising in connection with this Agreement, shall be deemed a waiver with respect to any subsequent performance, default or matter.

5.3 No Party to this Agreement shall assign any of its rights or obligations under this Agreement without prior written consent of the other Party.

5.4 . This Agreement is binding upon and intended solely for the benefit of the Parties hereto and their respective successors and permitted assigns and, except as expressly stated herein, is not intended to and shall not confer any rights or benefits upon any third party (other than successors and permitted assigns) not a signatory hereto, including without limitation any Purchasers or potential Purchasers. Notwithstanding the foregoing, (a) this Agreement is expressly intended to be for the irrevocable benefit of, and shall be enforceable by, each of the State, the Commission and (with respect to Section 4.6) each other State Indemnified Party, all of whom are intended third party beneficiaries of this Agreement, and (b) the provisions of Section 4 of this Agreement may be enforced, with the prior written consent of JPMorgan, by any Indemnified Person (for whom the provisions of Section 4 are intended to confer a benefit).

5.5 This Agreement, together with the NHPUC Agreement and the Confidentiality Agreement between the Parties to be effective contemporaneously herewith (the "Confidentiality Agreement"), sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof and supercedes any and all previous agreements and communications, written or oral, between the Parties hereto with respect to the subject matter hereof. Neither this Agreement nor any of the terms hereof may be changed, waived, discharged or terminated (other than pursuant to the terms hereof) except by an instrument in writing signed by each of the Parties hereto and the Commission. For the avoidance of doubt, each of the NHPUC Agreement and the Confidentiality Agreement remains in force and effect in accordance with its respective terms, and the terms of the Confidentiality Agreement apply to the existence and terms of, and all materials and information provided under or in accordance with, this Agreement and the NHPUC Agreement.

5.6 The headings in this Agreement are for convenience of reference only and shall not be defined or limit the terms hereof.

5.7 This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire.

5.8 This Agreement may be executed in a number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail, PDF or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature page follows.]

D-11

G&C 09/07/2016
Exhibit D Page 11 of 12
Initials EL
Date 8/24/16

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the dates set forth below.

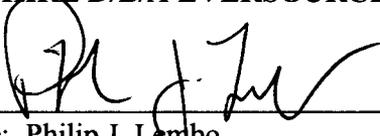
J.P. MORGAN SECURITIES LLC

Date: August ____, 2016

By: _____
Name: Paul Dabbar
Title: Managing Director

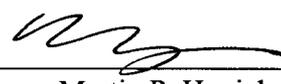
PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE D/B/A EVERSOURCE

Date: August 24, 2016

By:  _____
Name: Philip J. Lembo
Title: Executive Vice President,
Chief Financial Officer and Treasurer

Acknowledged and agreed
by the undersigned as third
party beneficiary hereof:

NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION:

By:  _____
Name: Martin P. Honigberg
Title: Chairman

Date: August 25, 2016

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that J.P. Morgan Securities LLC, a(n) Delaware limited liability company registered to do business in New Hampshire on September 16, 2010. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 23rd day of August, A.D. 2016

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

J.P.Morgan

J.P. MORGAN SECURITIES LLC

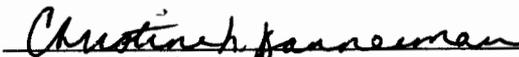
SECRETARY'S CERTIFICATE

I, Christine N. Bannerman, do hereby certify that I am a duly elected and qualified Vice President and Assistant Secretary of J.P. Morgan Securities LLC (formerly known as J.P. Morgan Securities Inc.), a limited liability company duly organized and existing under the laws of the State of Delaware, in the United States of America (the "Company"), and that set forth below is a true and correct copy of an excerpt from the Company's Limited Liability Company Agreement dated as of September 1, 2010. I further certify that said provision at the date hereof, is still in full force and effect.

General Authority of the Officers. Agreements, contracts, indentures, mortgages, deeds, releases, conveyances, assignments, transfers, certificates, certifications, declarations, leases, discharges, satisfactions, settlements, petitions, schedules, accounts, affidavits, bonds, undertakings, proxies, requisitions, demands, proofs of debt, claims, records, notes signifying indebtedness of the Company, and any other contracts, instruments or documents in connection with the conduct of the business of the Company except for guaranties and powers of attorney may be signed, executed, acknowledged, verified, delivered or accepted on behalf of the Company by the Chairman of the Board, the Chief Executive Officer, the President, the Chief Operations Officer, a Vice Chairman of the Board, a Vice Chairman, any member of the Executive Committee of the Company, any Executive Vice President, the Chief Financial Officer, the Chief Legal Officer, the Treasurer, the Controller, the Chief Risk Officer, the Secretary, any Senior Vice President, any Managing Director, any Executive Director, any Vice President, or any other officer having a functional title or official status which is at least equivalent to any of the foregoing, and the seal of the Company may be affixed to any thereof and attested by the Secretary, any Vice President or any Assistant Secretary.

I further certify that Paul M. Dabbar is a Managing Director of the Company and is empowered to act in conformity with the above provision.

WITNESS my hand and the seal of J.P. Morgan Securities LLC, on the 25th day of August 2016.


Christine N. Bannerman



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/23/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3551 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105		
	E-MAIL ADDRESS:		
INSURED JPMorgan Chase & Co. and subsidiary, affiliated, and associated companies therof 270 Park Avenue New York NY 10017-2070 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: New Hampshire Ins Co		23841
	INSURER B: National Union Fire Ins Co of Pittsburgh		19445
	INSURER C: Commerce & Industry Ins Co		19410
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 570063403014 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket Contractual Liability <input checked="" type="checkbox"/> Host Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GL 3796627	06/01/2016	06/01/2017	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC020681807 All Other States WC020681808 ME	06/01/2016	06/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Service Agreement with the State of New Hampshire

CERTIFICATE HOLDER

CANCELLATION

New Hampshire Public Utilities Commission
 Attn: Eunice Landry
 Business Administrator
 21 S. Fruit Street, Suite 10
 Concord NH 03301-2429 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570063403014





ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED JPMorgan Chase & Co.	
POLICY NUMBER See Certificate Number: 570063403014			
CARRIER See Certificate Number: 570063403014	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	WORKERS COMPENSATION						
B		N/A		WC020681809 CA	06/01/2016	06/01/2017	
A		N/A		WC20681810 AZ IL NJ NY TX	06/01/2016	06/01/2017	
C		N/A		WC020681811 FL	06/01/2016	06/01/2017	
A		N/A		WC020681812 MA ND OH WA WI WY	06/01/2016	06/01/2017	
A		N/A		WC020681813 MN	06/01/2016	06/01/2017	