

NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION
2019 REPORT OF PROPOSED DISTRIBUTION EXPENDITURES FOR ADDITIONS, EXTENSIONS AND CAPITAL IMPROVEMENTS TO FIXED CAPITAL AND
OPERATION AND MAINTENANCE (O&M) EXPENSES

(In compliance with Puc 308.07)

Item No.	LOCATION	DESCRIPTION	EST. CONSTRUCTION DATE		ESTIMATED COST
			START	FINISH	
1000	VARIOUS	DISTRIBUTION AUTOMATION - POLE TOP	2019-01-01	2019-12-31	16,135,698
1001	VARIOUS	PURCHASE TRANSFORMERS AND REGULATORS	2019-01-01	2019-12-31	10,189,950
1002	VARIOUS	SYSTEM REPAIRS/OBSOLETE EQUIPMENT ANNUAL	2019-01-01	2019-12-31	8,598,473
1003	KEENE	EMERALD STREET SUBSTATION REBUILD 115-12.47KV	2017-01-01	2020-05-22	7,661,684
1004	VARIOUS	VEHICLE PURCHASES - DISTRIBUTION OPERATIONS	2019-01-01	2019-12-31	7,430,180
1005	VARIOUS	NEW/EXISTING CUSTOMERS ANNUAL	2019-01-01	2019-12-31	7,347,992
1006	VARIOUS	DISTRIBUTION RIGHT OF WAY PROGRAM	2019-01-01	2019-12-31	4,938,220
1007	PORTSMOUTH	PORTSMOUTH SUBSTATION - ADD TRANSFORMER	2016-10-01	2020-04-01	4,689,271
1008	NASHUA	NASHUA AREA WORK CENTER RENOVATION	2019-01-01	2020-12-31	4,000,000
1009	LACONIA	CIRCUIT TIE - LACONIA 310 LINE TO 345 LINE	2019-05-01	2019-09-20	3,952,994
1010	GOFFSTOWN	328 LINE RECONDUCTOR	2017-08-01	2019-06-30	3,622,943
1011	TROY	MONADNOCK SUBSTATION REPLACE TRANSFORMER TB40	2019-08-19	2020-12-31	3,500,395
1012	VARIOUS	CAPITAL METER ANNUAL	2019-01-01	2019-12-31	3,242,000
1013	NEW HAMPTON	PEMIGEWASSETT SUBSTATION REPLACEMENT	2018-01-01	2019-12-31	2,876,614
1014	VARIOUS	SIMPLE SERVICES ANNUAL	2019-01-01	2019-12-31	2,841,150
1015	WAKEFIELD	CIRCUIT TIE-WAKEFIELD 362 LINE TO 3157 LINE	2019-02-01	2019-08-01	2,602,846
1016	LACONIA	MESSER ST SUBSTATION - REPLACE TB70	2017-03-01	2019-05-31	2,468,087
1017	VARIOUS	REJECT POLE REPLACEMENT PROGRAM	2019-01-01	2019-12-31	2,123,308
1018	CLAREMONT	RIVER ROAD SUBSTATION TRANSFORMER UPGRADE	2019-03-04	2020-12-31	2,000,000
1019	VARIOUS	RELIABILITY IMPROVEMENTS ANNUAL	2019-01-01	2019-12-31	1,836,347
1020	VARIOUS	NHDOT LINE RELOCATIONS PROGRAM	2019-01-01	2019-12-31	1,783,562
1021	DOVER	DOVER SUBSTATION REBUILD	2019-06-01	2021-12-31	1,584,713
1022	BOW	MOBILE SUBSTATION 46X34.5KV-12.47/7.2	2018-07-01	2020-06-01	1,500,000
1023	ROCHESTER	TWOMBLY SUBSTATION REBUILD	2017-03-01	2020-05-01	1,500,000
1024	VARIOUS	ROW HARDENING/RECONDUCTORING	2019-01-01	2019-12-31	1,461,797
1025	LACONIA	LACONIA SUBSTATION EQUIPMENT REPLACEMENT	2018-04-01	2020-12-31	1,427,490
1026	NASHUA	NASHUA MILLYARD SUBSTATION REPLACEMENT	2017-09-01	2020-11-06	1,335,556
1027	NORTHUMBERLAND	ADD SECOND TRANSFORMER AT LOST NATION SUBSTATION	2016-12-01	2019-07-05	1,326,552
1028	VARIOUS	OVERHEAD INSURANCE CLAIM ANNUAL	2019-01-01	2019-12-31	1,265,822
1029	VARIOUS	2019 DISTRIBUTION FACILITIES PROJECTS UNDER \$500K	2019-01-01	2019-12-31	1,246,500
1030	VARIOUS	TOOLS AND EQUIPMENT - FIELD OPERATIONS	2019-01-01	2019-12-31	1,100,000
1031	PETERBOROUGH	REBUILD LINE FEEDING PACK MONADNOCK	2019-03-01	2019-12-31	1,012,747
1032	VARIOUS	34.5KV BREAKER REPLACEMENT PROGRAM	2019-01-01	2019-12-31	1,000,000
1033	VARIOUS	RIGHT OF WAY REPLACE FAILED EQUIPMENT-ANNUAL	2019-01-01	2019-12-31	998,354
1034	VARIOUS	LINE RELOCATIONS (NON DOT) ANNUAL	2019-01-01	2019-12-31	964,468
1035	HINDSALE	RECONDUCTOR WITH SPACER CABLE RTE 63	2019-02-01	2019-11-15	939,718
1036	BEDFORD	BEDFORD SUBSTATION AUTOMATION SCHEME REPLACEMENT	2019-03-18	2019-12-31	927,600
1037	VARIOUS	DISTRIBUTION SUBSTATION ANNUAL-SUBSTATION ENGINEERING	2019-01-01	2019-12-31	897,270
1038	VARIOUS	DISTRIBUTION AUTOMATION - SUBSTATION	2019-01-01	2019-12-31	887,225
1039	AMHERST	RECONDUCTOR AND CONVERT ROUTE 13	2019-01-01	2019-11-08	860,962
1040	GREENLAND	OCEAN RD SUBSTATION OIL CIRCUIT BREAKER REPLACEMENT	2017-04-01	2019-05-13	787,746
1041	RYE	RYE AREA 4KV CONVERSIONS	2017-07-01	2020-12-31	774,513
1042	VARIOUS	SUBSTATION CAPSWITCHER REPLACEMENT PROGRAM	2019-01-01	2019-12-31	774,377
1043	VARIOUS	ELECTROMECHANICAL RELAY REPLACEMENT	2018-06-21	2019-10-31	746,054
1044	KEENE	KEENE UNDERGROUND REPLACEMENT	2011-02-01	2019-12-01	735,994
1045	VARIOUS	DISTRIBUTION SUBSTATION ANNUAL - SUBSTATION OPERATIONS	2019-01-01	2019-12-31	694,273
1046	VARIOUS	DIRECT BURIED CABLE REPLACEMENT	2019-01-01	2019-12-31	683,378
1047	VARIOUS	TELECOMMUNICATIONS WIDE AREA NETWORK ANNUAL	2019-01-01	2019-12-31	678,054
1048	VARIOUS	TRANSPORT NETWORK REFRESH PHASE 1	2019-01-01	2019-12-31	666,000
1049	CAMPTON	BEEBEE RIVER SUBSTATION CAPSWITCHER REPLACEMENT	2017-03-13	2019-09-01	661,000
1050	HOOKSETT	PINE HILL SUBSTATION AUTOMATION SCHEME REPLACEMENT	2017-12-31	2019-05-10	657,158
1051	VARIOUS	MAINTAIN VOLTAGE ANNUAL	2019-01-01	2019-12-31	648,480
1052	ROCHESTER	ROCHESTER 4KV CONVERSION	2017-03-01	2020-12-31	642,466
1053	VARIOUS	STORM CAPITALIZATION	2019-01-01	2019-12-31	571,103
1054	VARIOUS	TOOLS AND EQUIPMENT- TROUBLESHOOTER	2019-01-01	2019-12-31	560,000
1055	MILFORD	RELOCATE 314 LINE HERON POND	2019-01-01	2019-10-31	557,053
1056	ROCHESTER	ROCHESTER COMCAST MAKE READY	2018-05-14	2019-12-31	535,877
1057	VARIOUS	CABLE TV PROJECTS ANNUAL	2019-01-01	2019-12-31	500,214
1058	MANCHESTER	PURCHASE DISTRIBUTION MANAGEMENT SYSTEM	2019-01-01	2019-12-31	500,034
1059	VARIOUS	INSTALL ANIMAL PROTECTION	2019-01-01	2019-12-31	500,002
1060	VARIOUS	PURCHASE ADVANCED LOAD FLOW SOFTWARE	2019-01-01	2019-12-31	500,000
1061	HOOKSETT	1250 HOOKSETT ROAD SITE WORK	2019-01-01	2019-12-31	500,000
1062	NASHUA	RELOCATE 3168X LINE NASHUA	2019-01-01	2019-12-01	499,847
1063	MANCHESTER	EDDY SUBSTATION CONTROL HOUSE	2018-01-01	2021-12-31	486,637
1064	VARIOUS	RIGHT OF WAY PEAK LOAD PROJECTS	2019-01-01	2019-12-31	484,520
1065	KEENE	EMERALD ST LINE WORK ASSOCIATED WITH SUBSTATION REBUILD	2018-06-01	2019-10-01	482,100
1066	VARIOUS	NON-ROADWAY LIGHTING ANNUAL	2019-01-01	2019-12-31	392,064
1067	SUNAPEE	NORTH RD SUBSTATION EQUIPMENT REPLACEMENT	2017-09-01	2019-12-31	383,707
1068	DERRY	RECONDUCTOR FORDWAY EXTENSION	2019-03-01	2019-12-31	337,562
1069	VARIOUS	LIFECYCLE PERSONAL COMPUTER REPLACEMENTS	2019-01-01	2019-12-01	310,101
1070	VARIOUS	NH LINE CONTRACTORS	2019-01-01	2019-12-31	300,092
1071	NEW BOSTON	RECONDUCTOR BEDFORD ROAD, 360X7 CIRCUIT	2019-01-01	2019-12-15	289,088

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(In compliance with Puc 308.07)

Item No.	LOCATION	DESCRIPTION	EST. CONSTRUCTION DATE		ESTIMATED COST
			START	FINISH	
1072	VARIOUS	SECURITY CAPITAL PROJECT	2019-01-01	2019-12-31	266,664
1073	WHITEFIELD	RELOCATE 1W1 CIRCUIT MAIN LINE ONTO ROUTE 3	2019-07-08	2019-09-20	250,651
1074	VARIOUS	SOLAR METER PROJECT	2019-01-01	2019-12-31	250,000
1075	HINDSALE	RELOCATE FEED TO HINDSALE WASTEWATER TREATMENT PLANT	2019-01-01	2019-10-01	241,082
1076	VARIOUS	REPLACE LATTICE STEEL TOWERS	2019-01-01	2019-12-31	233,378
1077	MANCHESTER	2018 PROPERTIES INC. FACILITIES BUILDINGS & GENERAL PLANT	2018-01-01	2019-12-31	225,000
1078	GOFFSTOWN	RECONDUCTOR ST ANSELM DRIVE	2019-01-01	2019-08-01	200,970
1079	VARIOUS	REPLACE DEGRADED MANHOLES	2019-01-01	2019-12-31	200,053
1080	VARIOUS	PROGRAMMABLE LOGIC CONTROLLER AUTOMATION SCHEME REPLACEMENT	2019-09-01	2021-09-30	198,757
1081	VARIOUS	TELEPHONE PROJECTS ANNUAL PROGRAM	2019-01-01	2019-12-31	193,112
1082	VARIOUS	DISTRIBUTION AUTOMATION - LINE SENSORS	2019-01-01	2019-12-31	179,979
1083	VARIOUS	JOINT POLES PURCHASE & SALE ANNUAL PROGRAM	2019-01-01	2019-12-31	173,085
1084	VARIOUS	TRAINING CAPITAL ANNUAL	2019-01-01	2019-12-31	163,000
1085	VARIOUS	TOOLS AND EQUIPMENT - SUBSTATION OPERATIONS	2019-01-01	2019-12-31	160,000
1086	ROCHESTER	CONVERT FOUR ROD ROAD IN ROCHESTER	2019-05-01	2019-08-30	154,214
1087	PETERBOROUGH	PETERBOROUGH ROADWAY AND BRIDGE PROJECT	2018-08-01	2019-12-01	145,291
1088	DURHAM	380 LINE BETTERMENT	2019-06-01	2019-12-31	140,000
1089	VARIOUS	MATERIAL LOGISTICS 2019 - GENERAL PLANT	2019-01-01	2019-12-31	130,000
1090	VARIOUS	MINOR STORMS CAPITAL	2019-01-01	2019-12-31	117,019
1091	VARIOUS	PURCHASE AVIGILON SUBSTATION INTRUSION DETECTION	2019-03-01	2019-12-31	109,388
1092	MANCHESTER	BROOK ST SUBSTATION - 13TR1 REPLACEMENT	2016-03-15	2020-12-31	108,922
1093	VARIOUS	MISCELLANEOUS OFFICE EQUIPMENT	2019-01-01	2019-12-31	100,209
1094	PORTSMOUTH	PORTSMOUTH UNDERGROUND SYSTEM IMPROVEMENTS	2019-07-01	2019-12-30	99,961
1095	VARIOUS	DISTRIBUTION AUTOMATION - TELECOMMUNICATIONS	2019-01-01	2019-12-31	99,929
1096	ROCHESTER	ROCHESTER SUBSTATION RELAYS	2019-02-01	2020-12-31	87,662
1097	VARIOUS	NATIONAL ELECTRICAL SAFETY CODE CAPITAL REPAIRS	2019-01-01	2019-12-31	86,869
1098	VARIOUS	VEHICLE PURCHASES - CUSTOMER GROUP	2019-01-01	2019-12-31	85,303
1099	VARIOUS	TOOLS AND EQUIPMENT - ENGINEERING	2019-01-01	2019-12-31	75,000
1100	CLAREMONT	CLAREMONT AREA SUBSTATION UPGRADES	2016-08-07	2020-12-31	74,297
1101	VARIOUS	PCB TRANSFORMER CHANGEOUT PROGRAM	2019-01-01	2019-12-31	71,000
1102	VARIOUS	ENERGY EFFICIENT OUTDOOR LIGHTING ANNUAL	2019-01-01	2019-12-31	58,246
1103	VARIOUS	VEHICLE PURCHASES - MATERIAL LOGISTICS	2019-01-01	2019-12-31	56,000
1104	MANCHESTER	2019 PROPERTIES INC. FACILITIES PROJECTS UNDER \$500K	2019-01-01	2019-12-31	50,000
1105	VARIOUS	MISCELLANEOUS GENERATION ASSET SEPARATION CAPITAL PROJECT	2019-01-01	2019-12-31	50,395
1106	VARIOUS	TOOLS AND EQUIPMENT-TRANSPORTATION	2019-01-01	2019-12-31	40,000
1107	VARIOUS	MATERIAL LOGISTICS 2018 - GENERAL PLANT	2018-01-01	2019-12-31	28,000
1108	HILLSBORO	JACKMAN SUBSTATION- REPLACE OBSOLETE EQUIPMENT	2014-11-01	2018-06-15	23,133
1109	VARIOUS	RIGHT OF WAY RELOCATIONS - REIMBURSABLE	2019-01-01	2019-12-31	2,742
1110	VARIOUS	DISTRIBUTION DESIGN FOR F107 PROJECT	2015-04-01	2019-12-31	-169,457
		TOTAL			148,677,837

Supervisor's Name / Title: Erica L. Menard Manager, Budget & Investment Planning
 (please print)

Supervisor's Signature: Erica L. Menard

Date Submitted: February 28, 2019

2019 REPORT OF PROPOSED TRANSMISSION EXPENDITURES FOR ADDITIONS, EXTENSIONS AND CAPITAL IMPROVEMENTS TO FIXED CAPITAL

Item No.	LOCATION	DESCRIPTION	ESTIMATED COST
1	VARIOUS	2019 PSNH-TFac LOB proj under \$500k	50,000
2	VARIOUS	Eversource-PSNH Tools Ann Lines	200,000
3	VARIOUS	Eversource-PSNH Tools Ann SS	150,000
4	VARIOUS	Lifecycle PC Replacements-367	203,824
5	VARIOUS	NH Vehicle Purchases Transm	1,312,200
6	GREGGS SS	GREGGS SS RELAY REPLACEMENT	749,088
7	VARIOUS	Seacoast Reliability Project -SC	37,972,344
8	MADBURY SS	MADBURY SS 115KV TRML F107 -SC	2,190,882
9	PORTSMOUTH SS	PRTSMTH SS 115KV TERM F107 -SC	5,285,962
10	CURTISVILLE SS	CURTISVILLE-PHASE II-SYNC CONDENSOR	100,802
11	VARIOUS	B112 LINE - 115KV STORM HARDENING	210,262
12	VARIOUS	Relay Rpl Pgm REL-512 Line A152	18,185
13	VARIOUS	NH 2027 Study	10,000,000
14	VARIOUS	Rebuild 115kV Line L176	2,197,082
15	LOST NATION SS	Lost Nation S/S 2nd Transformer	396,510
16	EMERALD ST SS	EMERALD ST S/S REBUILD	1,515,158
17	PORTSMOUTH SS	T portion Portsmouth 2nd AUTOxfmr	1,547,063
18	TUTTLE HILL SS	ANTRIM WIND TUTTLE HILL SS QP543_R	-679,656
19	VARIOUS	NH DIRECTORY 1 HIGH SPEED RELAYING	-78,981
20	VARIOUS	SYSTEM GROUNDING - NH 345KV LINES	726,000
21	NORTH RD SS	NORTH RD SS EQUIPMENT REPLACEMENT	1,625,283
22	LEGENDS DR	LEGENDS DR-LAND PURCHASE& SITE DVLP	200,000
23	GREGGS SS	GREGGS SS-STATION SERV. REPLACEMENT	22,311
24	VARIOUS	REAL ESTATE PROCUREMENT - NH	612,000
25	EASTPORT SS	EASTPORT SS - BREAKER ADDITION	1,667,647
26	EDDY SS	EDDY SS - CONTROL HOUSE EQUIPMENT	495,438
27	VARIOUS	RELOCATE EQUIPMENT AT ENERGY PARK	459,098
28	VARIOUS	W157 LINE TAP	1,515,200
29	FITZWILLIAM SS	FITZWILLIAM-379 RELAY COMM DEVICE	134,000
30	SCOBIE POND SS	SCOBIE POND 345KV SS-REPLACE TRENCH	179,819
31	VARIOUS	NH TRANSMISSION TELECOM	200,266
32	VARIOUS	B112 Line OPGW Addition	200,233
33	VARIOUS	Q195 Line OPGW Addition	200,233
34	VARIOUS	A111 Line OPGW Addition	200,233
35	VARIOUS	D142 Line OPGW Addition	200,233
36	VARIOUS	O154 Line OPGW Addition	200,233
37	VARIOUS	L176 Line OPGW Addition	200,233
38	VARIOUS	M127 Line OPGW Addition	200,233
39	VARIOUS	S136 Line OPGW Addition	200,233
40	VARIOUS	U199 Line OPGW Addition	200,233
41	VARIOUS	W179 Line OPGW Addition	200,233
42	VARIOUS	X178 Line OPGW Addition	200,233
43	VARIOUS	NH-Trans Lines Annual-2017 PH	75,200,000
44	VARIOUS	PSNH-Trans SS Annual-2017	225,000
		TOTAL	148,805,352

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE d/b/a EVERSOURCE ENERGY
ESTIMATED ISSUANCE COSTS FOR NEW LONG-TERM DEBT

Total Issue Amount		\$	300,000,000
Issuance Costs:			
Underwriting ¹		\$	2,625,000
S&P	\$	208,500	
Moody's	\$	168,000	
Fitch	\$	165,000	
Total Rating Agencies		\$	541,500
Legal		\$	40,000
Miscellaneous ²		\$	103,500
Total Issuance Costs		\$	3,310,000
Available funds after issuance costs		\$	296,690,000

1. Underwriting fees are based upon an anticipated 0.875% commission for a thirty-year debt issuance.
2. Miscellaneous includes fees for registering the proposed debt with the Securities and Exchange Commission, printing, external auditors and up-front trustee acceptance fees.

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE d/b/a EVERSOURCE ENERGY
 PRO FORMA CONSOLIDATED BALANCE SHEET - ASSETS
 AS OF SEPTEMBER 30, 2018
 (UNAUDITED)
 (Thousands of Dollars)

ASSETS	Per Book	Pro Forma Adjustments	Pro Forma Giving Effect to Adjustments
Current Assets:			
Cash	\$ 7,462	\$ -	a,c,e \$ 7,462
Receivables, Net	115,706		115,706
Accounts Receivable from Affiliated Companies	20,007		20,007
Unbilled Revenues	39,760		39,760
Taxes Receivable	4,393	1,619	b,c,f 6,012
Fuel, Materials and Supplies	39,877		39,877
Regulatory Assets	61,379		61,379
Special Deposits	26,863		26,863
Other Current Assets	3,207		3,207
Total Current Assets	318,654	1,619	320,273
Property, Plant and Equipment, Net	2,826,541	100,090	e 2,926,631
Deferred Debits and Other Assets:			
Regulatory Assets	892,075		892,075
Other Long-Term Assets	19,252		19,252
Total Deferred Debits and Other Assets	911,327	-	911,327
Total Assets	\$ 4,056,522	\$ 101,709	\$ 4,158,231

	<u>Per Book</u>	<u>Pro Forma Adjustments</u>		<u>Pro Forma Giving Effect to Adjustments</u>
<u>LIABILITIES & CAPITALIZATION</u>				
Current Liabilities:				
Notes Payable to Eversource Parent	\$ 46,600	\$ (46,600)	a	\$ -
Rate Reduction Bonds - Current Portion	52,332			52,332
Accounts Payable	118,523			118,523
Accounts Payable to Affiliated Companies	35,699			35,699
Accrued Taxes	10,346	(482)	b,c,f	9,864
Accrued Interest	19,615	4,400	b, f	24,015
Regulatory Liabilities	39,661			39,661
Other Current Liabilities	54,311			54,311
Total Current Liabilities	<u>377,087</u>	<u>(42,682)</u>		<u>334,405</u>
Deferred Credits and Other Liabilities:				
Accumulated Deferred Income Taxes	457,512	872	c,d	458,384
Regulatory Liabilities	433,822			433,822
Accrued Pension, SERP and PBOP	126,839			126,839
Other Long-Term Liabilities	35,901			35,901
Total Deferred Credits and Other Liabilities	<u>1,054,074</u>	<u>872</u>		<u>1,054,946</u>
Long-Term Debt	<u>894,100</u>	<u>146,800</u>	a,c,d	<u>1,040,900</u>
Rate Reduction Bonds	<u>583,331</u>			<u>583,331</u>
Common Stockholder's Equity:				
Common Stock	-			-
Capital Surplus, Paid In	538,134			538,134
Retained Earnings	612,919	(3,281)	b,d,f	609,638
Accumulated Other Comprehensive Loss	(3,123)			(3,123)
Common Stockholder's Equity	<u>1,147,930</u>	<u>(3,281)</u>		<u>1,144,649</u>
Total Liabilities and Capitalization	<u>\$ 4,056,522</u>	<u>\$ 101,709</u>		<u>\$ 4,158,231</u>

	<u>Per Book</u>	<u>Pro Forma Adjustments</u>	<u>Pro Forma Giving Effect to Adjustments</u>
Balance as of September 30, 2017	\$ 625,012	\$	\$ 625,012
Net Income	137,907	(3,281) b,d,f	134,626
Dividends on Common Stock	(150,000)		(150,000)
Balance as of September 30, 2018	<u>\$ 612,919</u>	<u>\$ (3,281)</u>	<u>\$ 609,638</u>

	<u>Debit</u>	<u>Credit</u>
a) 131 - Cash	103,400	
233 - Notes Payable to Eversource Parent	46,600	
221 - Long-Term Debt	150,000	
221 - Long-Term Debt		300,000

To record the issuance of \$300 million of long-term debt, cash received and payoff of long and short term debt.

b) 427 - Interest Expense	12,240	
165 - Taxes Receivable	2,570	
236 - Accrued Taxes	764	
237 - Accrued Interest		12,240
409 - Federal Income Tax Expense		2,570
409 - State Income Tax Expense		764

To record interest expense associated with long-term debt issued and related income taxes.

c) 181 - Long-Term Debt	3,310	
165 - Taxes Receivable	695	
236 - Accrued Taxes	207	
131 - Cash		3,310
283 - Accumulated Deferred Income Taxes		902

To record deferral of issuance expenses associated with the issuance of long-term debt and related income taxes.

d) 428 - Interest Expense	110	
283 - Accumulated Deferred Income Taxes	30	
181 - Long-Term Debt		110
410 - Federal and State Income Tax Expense		30

To record 12 months of amortization of issuance expenses associated with the issuance of long-term debt and related income taxes.

e) 107 - CWIP	100,090	
131 - Cash		100,090

To record use of net proceeds for capital expenditures.

f) 237 - Accrued Interest	7,840	
409 - Federal Income Tax Expense	1,646	
409 - State Income Tax Expense	489	
427 - Interest Expense		7,840
165 - Taxes Receivable		1,646
236 - Accrued Taxes		489

To record reduction in interest expense and related income taxes associated with long and short term debt retired.

Information obtained from, Treasury

Key Assumptions for Pro Forma financials:

1 Pro forma date	9/30/18
2 Maturity - in years	30
3 Debt Amount	\$300,000,000
4 Issuance Costs	\$3,310,000
5 Proceeds	\$296,690,000
6 Weighted average short-term borrowing rate as of 9/30/18	2.340%
7 Debt Interest Rate	4.080%
Interest - Yearly	\$12,240,000
Amortization of issuance exp - Yearly	\$110,333
8 Tax Rate	27.241%
Federal	21.000%
State	6.241%

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE d/b/a EVERSOURCE ENERGY
PRO FORMA CONSOLIDATED STATEMENT OF INCOME
FOR THE TWELVE MONTHS ENDED SEPTEMBER 30, 2018
(UNAUDITED)
(Thousands of Dollars)

	<u>Per Book</u>	<u>Pro Forma Adjustments</u>		<u>Pro Forma Giving Effect to Adjustments</u>
Operating Revenues	\$ 1,040,752	\$		\$ 1,040,752
Operating Expenses:				
Purchased Power, Fuel and Transmission	352,164			352,164
Operations and Maintenance	220,769			220,769
Depreciation	102,450			102,450
Amortization of Regulatory Assets, Net	35,399			35,399
Energy Efficiency Programs	18,442			18,442
Taxes Other Than Income Taxes	82,600			82,600
Total Operating Expenses	<u>811,824</u>			<u>811,824</u>
Operating Income	228,928			228,928
Interest Expense	56,308	4,510	b,d,f	60,818
Other Income, Net	26,691			26,691
Net Income Before Income Tax Expense	199,311	(4,510)		194,801
Income Tax Expense	61,404	(1,229)	b,d,f	60,175
Net Income	<u>\$ 137,907</u>	<u>\$ (3,281)</u>		<u>\$ 134,626</u>

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE d/b/a EVERSOURCE ENERGY
PRO FORMA CONSOLIDATED SOURCES AND APPLICATION OF FUNDS AND CAPITALIZATION
FOR THE 12 MONTHS ENDED SEPTEMBER 30, 2018
(Unaudited)
(Thousands of Dollars)

Attachment 5
Page 1 of 4

(\$ in 000's)	For the Twelve Months Ended September 30, 2018	PROFORMA For the Twelve Months Ended September 30, 2018
Operating Activities:		
Net Income	\$ 137,907	\$ 134,626
Adjustments to Reconcile Net Income to Net Cash Flows Provided by Operating Activities:		
Depreciation	102,449	102,449
Deferred Income Taxes	32,139	32,109
Regulatory Under Recoveries, Net	(59,462)	(59,462)
Amortization of Regulatory Assets, Net	35,399	35,399
Other	(4,779)	(4,779)
Changes in Current Assets and Liabilities:		
Receivables and Unbilled Revenues, Net	(24,598)	(24,598)
Fuel, Materials and Supplies	15,811	15,811
Taxes Receivable/Accrued, Net	519	(680)
Accounts Payable	7,231	7,231
Other Current Assets and Liabilities, Net	12,008	16,408
Net Cash Flows Provided by Operating Activities	<u>254,624</u>	<u>254,514</u>
Investing Activities:		
Investments in Property, Plant and Equipment	(333,456)	(433,546)
Proceeds from the Sale of Generation Assets	193,924	193,924
Proceeds from the Sale of Property	4,782	4,782
Other Investing Activities	453	453
Net Cash Flows Used in Investing Activities	<u>(134,297)</u>	<u>(234,387)</u>
Financing Activities:		
Cash Dividends on Common Stock	(150,000)	(150,000)
Issuance of Long-Term Debt	-	300,000
Issuance of Rate Reduction Bonds	635,663	635,663
Retirements of Long-Term Debt	(110,000)	(260,000)
Decrease in Notes Payable to Eversource Parent	(155,700)	(202,300)
Capital Contribution from Eversource Parent	225,000	225,000
Return of Capital	(530,000)	(530,000)
Other Financing Activities	1,042	(2,158)
Net Cash Flows Used in Financing Activities	<u>(83,995)</u>	<u>16,205</u>
Net Increase in Cash	36,332	36,332
Cash and Restricted Cash - Beginning of Period	1,834	1,834
Cash and Restricted Cash - End of Period	<u>\$ 38,166</u>	<u>\$ 38,166</u>

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE d/b/a EVERSOURCE ENERGY
 PRO FORMA CAPITAL STRUCTURE
 AS OF SEPTEMBER 30, 2018
 (UNAUDITED)
 (Thousands of Dollars)

Attachment 5
 Page 2 of 4

	<u>Per Book</u>		<u>Pro Forma Adjustments</u>		<u>Pro Forma Giving Effect to Adjustments</u>
Notes Payable to Eversource Parent	\$ 46,600	\$	(46,600)	a	\$ -
Long-Term Debt	894,100		146,800	a,c,d	1,040,900
Common Stockholder's Equity	1,147,930		(3,281)	b,d,f	1,144,649 *
Total	<u>\$ 2,088,630</u>	\$	<u>96,919</u>		<u>\$ 2,185,549</u>

* PSNH's five-quarter average equity ratio will depend on a number of factors including changes to the equity balance as a result of retained earnings, dividends and capital contributions. As stated on page 10 of the joint pre-filed testimony of O'Neil and Dzialo, PSNH plans to maintain a regulatory five-quarter average equity ratio of approximately 54%.

	<u>12/31/2015</u> <u>Per Book</u>	<u>Percentage</u>	<u>12/31/2016</u> <u>Per Book</u>	<u>Percentage</u>	<u>12/31/2017</u> <u>Per Book</u>	<u>Percentage</u>	<u>09/30/2018</u> <u>Per Book</u>	<u>Pro Forma</u> <u>Adjustments</u>	<u>Pro Forma Giving</u> <u>Effect to</u> <u>Adjustments</u>	<u>Percentage</u>
DEBT:										
Notes Payable to Eversource Parent	\$ 231,300		\$ 160,900		\$ 262,900		\$ 46,600	\$ (46,600)	\$ -	
Long-term debt including due within a year	1,071,017		1,072,048		1,002,438		894,100	146,800	1,040,900	
Total debt	<u>1,302,317</u>	<u>51.28%</u>	<u>1,232,948</u>	<u>47.05%</u>	<u>1,265,338</u>	<u>48.37%</u>	<u>940,700</u>	<u>100,200</u>	<u>1,040,900</u>	<u>47.63%</u>
COMMON STOCKHOLDER'S EQUITY:										
Common Stock	-		-		-		-		-	
Capital Surplus, Paid In	748,634		843,134		843,134		538,134		538,134	
Retained Earnings	494,901		549,286		511,382		612,919	(3,281)	609,638	
Accumulated Other Comprehensive Loss	(6,361)		(5,063)		(3,922)		(3,123)		(3,123)	
Total Common Stockholder's Equity	<u>1,237,174</u>	<u>48.72%</u>	<u>1,387,357</u>	<u>52.95%</u>	<u>1,350,594</u>	<u>51.63%</u>	<u>1,147,930</u>	<u>(3,281)</u>	<u>1,144,649</u>	<u>52.37%</u>
Total	<u>\$ 2,539,491</u>	<u>100.00%</u>	<u>\$ 2,620,305</u>	<u>100.00%</u>	<u>\$ 2,615,932</u>	<u>100.00%</u>	<u>\$ 2,088,630</u>	<u>\$ 96,919</u>	<u>\$ 2,185,549</u>	<u>100.00%</u>

* PSNH's five-quarter average equity ratio will depend on a number of factors including changes to the equity balance as a result of retained earnings, dividends and capital contributions. As stated on page 10 of the joint pre-filed testimony of O'Neil and Dzialo, PSNH plans to maintain a regulatory five-quarter average equity ratio of approximately 54%.

	<u>12/31/2019</u> <u>Projected</u>	<u>Percentage</u>	<u>12/31/2020</u> <u>Projected</u>	<u>Percentage</u>	<u>12/31/2021</u> <u>Projected</u>	<u>Percentage</u>
DEBT:						
Notes Payable to Eversource Parent	\$ 173,588		\$ 138,976		\$ 218,133	
Long-term debt including due within a year	953,000		1,053,000		1,069,000	
Total debt	<u>1,126,588</u>	46.53%	<u>1,191,976</u>	45.89%	<u>1,287,133</u>	46.48%
 COMMON STOCKHOLDER'S EQUITY:						
Common Stock	-		-		-	
Capital Surplus, Paid In	622,274		674,348		689,022	
Retained Earnings	672,380		731,222		792,891	
Accumulated Other Comprehensive Loss	-		-		-	
Total Common Stockholder's Equity	<u>1,294,654</u>	53.47%	<u>1,405,570</u>	54.11%	<u>1,481,912</u>	53.52%
Total	<u>\$ 2,421,242</u>	100.00%	<u>\$ 2,597,546</u>	100.00%	<u>\$ 2,769,046</u>	100.00%

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE
(Directors Written Consent)
(Effective: February 19, 2019)

The undersigned, being all of the Directors of Public Service Company of New Hampshire (the "Company"), hereby consent to the following action, which consent shall have the same effect as permitted by the New Hampshire Revised Statutes Annotated as a vote in favor of such action taken at a meeting of the Company's Directors:

AUTHORIZATION FOR ISSUANCE OF FIRST MORTGAGE BONDS

WHEREAS, the officers of Public Service Company of New Hampshire ("PSNH" or the "Company") have recommended that PSNH issue one or more new series of first mortgage bonds, in an aggregate principal amount not to exceed \$300,000,000, upon the terms and within the parameters set forth below, the proceeds of which, net of issuance costs, shall be used primarily to: (i) refinance short-term debt, including short-term debt that was incurred to redeem the 2001 Series A Pollution Control Revenue Bonds in an aggregate principal amount of \$89,250,000; (ii) finance PSNH's transmission and distribution businesses capital expenditures; (iii) pay at maturity the principal and unpaid accrued interest on PSNH's \$150,000,000 4.50% First Mortgage Bonds, Series P, due December 1, 2019; and (iv) fund working capital needs.

NOW, THEREFORE, BE IT

RESOLVED, that each of the Executive Vice President and Chief Financial Officer, the Senior Vice President-Finance and Regulatory and Treasurer and the Assistant Treasurer-Corporate Finance and Cash Management of the Company (collectively, the "Authorized Officers"), acting singly, is hereby authorized, in the name and on behalf of the Company, to file with the New Hampshire Public Utilities Commission ("NHPUC") and the Vermont Public Utility Commission ("VPUC") applications relating to the issuance and sale of up to \$300,000,000 aggregate principal amount of the Company's First Mortgage Bonds, to be issued from time to time on or prior to December 31, 2019; and to take such other action in connection with such applications as the officer or officers so acting may deem necessary, desirable or appropriate.

RESOLVED, that subject to the limitations set forth below, and subject to the receipt of satisfactory regulatory orders from the NHPUC and the VPUC, each Authorized Officer, acting singly, is hereby authorized, to cause PSNH to issue, at any time through and including December 31, 2019 (the "Issuance Period"), not more than \$300,000,000 aggregate principal amount of its First Mortgage Bonds, the proceeds of which, net of issuance costs, shall be used primarily to: (i) refinance short-term debt, including short-term debt that was incurred to redeem the 2001 Series A Pollution Control Revenue Bonds in an aggregate principal amount of \$89,250,000; (ii) finance PSNH's transmission and distribution businesses capital expenditures; (iii) pay at maturity the principal and unpaid accrued interest on PSNH's \$150,000,000 4.50% First Mortgage Bonds, Series P, due December 1, 2019; and (iv) fund working capital needs, such bonds to be issued in one or more series, each such series of which shall be designated as "___% First Mortgage Bonds, Series __ Due 20 __" (the "Bonds").

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE
(Directors Written Consent)
(Effective: February 19, 2019)

RESOLVED, that each Authorized Officer, acting singly, is hereby authorized during the Issuance Period to approve and execute PSNH's acceptance of one or more proposals for the purchase of not more than \$300,000,000 aggregate principal amount of the Bonds, between PSNH and a representative of a group of underwriters (singly or collectively, the "Underwriter") and otherwise in accordance with the following terms:

Interest Rate:	Not in excess of 300 basis points above the prevailing market interest rate on U.S. Treasury Securities with a comparable maturity or average life, as the case may be.
Underwriting Discount:	Not in excess of 0.875% of the aggregate principal amount of the Bonds issued and sold in one or more offerings to investors.
Principal Amount:	Not in excess of \$300,000,000 in one or more series, the allocation of principal amount between the series to be determined by the Authorized Officers.
Maturity:	Not less than one year and not to exceed thirty years from the date of issuance.
Sinking Fund:	None.
Redemption:	The Bonds shall be redeemable with a "make-whole" premium or such other terms as the Authorized Officers may determine.

RESOLVED, that each Authorized Officer, acting singly, is hereby authorized, in the name and on behalf of PSNH, to execute and deliver, at any time within the Issuance Period, and thereafter to perform, in the case of a registered public offering, an Underwriting Agreement (the "Underwriting Agreement") between PSNH and the Underwriter, having such terms and in such form as may be approved by an Authorized Officer so acting, such approval to be conclusively evidenced by his execution and delivery of the Underwriting Agreement.

RESOLVED, that each Authorized Officer, acting singly, is hereby authorized in the name and on behalf of PSNH, to execute and deliver, in the case of a private placement, one or more Bond Purchase Agreements, in such form as may be approved by the Authorized Officer so acting, and to make such changes, amendments and modifications thereto as such officer executing the same shall approve, such approval to be conclusively evidenced by his execution and delivery thereof.

RESOLVED, that PSNH shall effect the issuance, sale and delivery of the Bonds in accordance with and upon the terms and conditions set forth in the Underwriting Agreement or the Bond Purchase Agreements, as the case may be, and that the interest rate to be borne by the Bonds, expressed as a percentage per annum, shall be such rate (such rate thereafter to be included in the designation of the Bonds); the principal amount of the Bonds shall be such amount; the maturity date

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE
(Directors Written Consent)
(Effective: February 19, 2019)

of the Bonds shall be such date; and the redemption provisions of the Bonds shall have such terms as shall be within the parameters set forth above and approved by an Authorized Officer and certified by any of them to the Trustee under PSNH's First Mortgage Indenture dated as of August 15, 1978, with U.S. Bank National Association, as successor to Wachovia Bank, successor to First Fidelity Bank and First Union National Bank, as Trustee (the "Trustee"), as heretofore amended and supplemented, including as amended and restated on June 1, 2011 (the "Indenture").

RESOLVED, that each Authorized Officer, acting singly, is hereby authorized to execute and deliver (i) one or more Supplemental Indentures (the "Supplemental Indenture"), to be dated as of the first of the month in which the Bonds are first issued, with the Trustee; (ii) one or more Bonds as provided thereunder to evidence the obligation of PSNH with respect thereto; and (iii) any and all such further instruments and documents as are provided for therein, all having such terms and in such form as may be approved by an Authorized Officer so acting, such approval to be conclusively evidenced by his execution and delivery of such documents.

RESOLVED, that each Authorized Officer, acting singly, is hereby authorized in the name and on behalf of PSNH, to request the Trustee to enter into the Supplemental Indenture with PSNH.

RESOLVED, that the Bonds shall be issued in fully registered form without coupons, in minimum denominations: (i) \$1,000 and any multiples thereof in a registered public offering; and (ii) \$1,000,000 or any amount in excess thereof which is an integral multiple of \$250,000 in the case of a private placement.

RESOLVED, that the Bonds shall be substantially in the form set forth in Schedule A to the form of Supplemental Indenture, subject to any changes therein, not contrary to the general tenor thereof (including the insertion, where appropriate, of the maturity date, principal amount and the interest rate to be borne by the Bonds), as may be approved by an Authorized Officer, such approval to be conclusively evidenced by the initial sale of the Bonds; and that the Bonds shall be dated, shall mature, shall be payable, transferable and exchangeable, and shall contain and be subject to such other terms and provisions as are provided in the Indenture and the Supplemental Indenture.

RESOLVED, that the Bonds shall be executed by the manual or facsimile signature of an Authorized Officer, and may have the corporate seal of the Company affixed thereto or reproduced thereon attested by the manual or facsimile signature of any other Authorized Officer or by the Secretary or Assistant Secretary of the Company.

RESOLVED, that each Authorized Officer, acting singly, is hereby authorized to take any action necessary to cause the Bonds to be represented by one or more global securities, which shall be registered in the name of The Depository Trust Company, New York, New York (the "Depository"), or its successor or nominee, including the execution and delivery of a Letter of Representations among the Trustee, PSNH and the Depository (the "Representation Letter").

RESOLVED, that U.S. Bank National Association is hereby appointed paying agent for the Bonds; and that the office or agency of the company in Edison, New Jersey, where both principal and interest on the Bonds are payable, where the Bonds may be surrendered for registration

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE
(Directors Written Consent)
(Effective: February 19, 2019)

of transfer and for exchange and where notices and demands with respect to the Bonds may be served, shall be the principal corporate trust office of U.S. Bank National Association; and that for Bonds which are represented by global securities, all payments with respect to principal of and interest on such Bonds and all notices with respect to such Bonds, shall be made and given in the manner and at the times provided in the Representation Letter.

RESOLVED, that each Authorized Officer, acting singly, is hereby authorized and empowered to take, in their discretion, any and all action necessary or convenient to provide for the authentication, issuance, sale and delivery of not more than \$300,000,000 aggregate principal amount of the Bonds and all other matters necessary or convenient to effect the purposes of the foregoing resolutions which the officer acting may deem necessary or advisable or which may be required by the terms of the Indenture in connection with the execution and delivery of the Supplemental Indenture, the Underwriting Agreement, the Representation Letter, or one or more Bond Purchase Agreements in the case of a private placement, including without limitation of the foregoing, the execution on behalf of PSNH of all documents required or appropriate in connection therewith and the payment of any taxes or fees required with respect thereto, and compliance with applicable recording and filing requirements.

RESOLVED, that each Authorized Officer of PSNH, acting singly, is hereby authorized to effect such amendments and additional supplements to the Registration Statement on Form S-3 previously approved by this Board and filed with the Securities and Exchange Commission on May 2, 2016, to register an undetermined amount of PSNH's First Mortgage Bonds (the "Registration Statement"), and supplements to the prospectus describing PSNH's First Mortgage Bonds included as part of the Registration Statement, including a Prospectus Supplement relating to the Bonds, and to take such other action with respect thereto as each of them may severally deem necessary or desirable.

RESOLVED, that it is desirable and in the best interests of PSNH that the Bonds be qualified or registered for sale in various states; that this Board hereby authorizes the Authorized Officers of PSNH to take any and all action to determine the states in which appropriate action shall be taken to qualify or register for sale all or such part of the Bonds as the officers may deem advisable, including, but not limited to, the execution and filing of applications, reports, surety bonds, irrevocable consents and appointments of attorneys for service of process, and the execution by such officers of any such paper or document or doing by them of any act in connection with the foregoing matters shall conclusively establish their authority therefor from PSNH.

RESOLVED, that each officer of PSNH, acting singly, is hereby authorized to take, in their discretion, any and all actions necessary or desirable to carry out the purposes and intent of the foregoing resolutions, including, without limitation, the execution and delivery of all necessary documents and agreements, and the preparation and filing of applications for approval of such transactions and reports with respect thereto, as required by law or any regulatory authority.

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE
(Directors Written Consent)
(Effective: February 19, 2019)

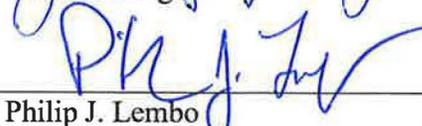
Signed by the Directors as follows:



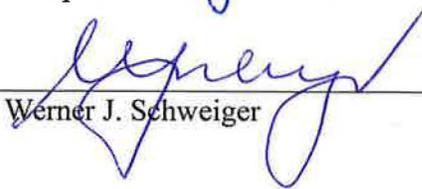
Gregory B. Butler



James J. Judge



Philip J. Lembo



Werner J. Schweiger

PSNH's Amended and Restated First Mortgage Indenture

PSNH's Amended and Restated First Mortgage Indenture is available to the Commission in Attachment 7 to the Company's Petition in Docket No. DE 13-156 and may be found on the Commission's virtual docket book for DE 13-156, at Tab 1, in the Attachments to the Petition, or at https://www.puc.nh.gov/Regulatory/Docketbk/2013/13-156/INITIAL%20FILING%20-%20PETITION/13-156%202013-05-24%20PSNH%20ATT_PETITION%20FOR%20APPROVAL%20OF%20FINANCING%20TRANSACTIONS.PDF starting at Bates page 35.

This Indenture is 105 pages long; PSNH will supply paper copies upon request.

Draft: 2/22/2019

PUBLIC SERVICE COMPANY
OF NEW HAMPSHIRE,
doing business as EVERSOURCE ENERGY,
AND
U.S. BANK NATIONAL ASSOCIATION,

Successor to WACHOVIA BANK, NATIONAL ASSOCIATION

and to FIRST UNION NATIONAL BANK

Formerly Known as FIRST FIDELITY BANK, NATIONAL ASSOCIATION,
NEW JERSEY

Successor to BANK OF NEW ENGLAND, NATIONAL ASSOCIATION
(Formerly Known as NEW ENGLAND MERCHANTS NATIONAL BANK)
and to
NEW BANK OF NEW ENGLAND, NATIONAL ASSOCIATION, TRUSTEE

TWENTY-SECOND SUPPLEMENTAL INDENTURE

Dated as of [●] 1, 2019

TO ISSUE SERIES T
FIRST MORTGAGE BONDS

\$(●) First Mortgage Bonds, Series T, due 20[●]

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THIS TWENTY-SECOND SUPPLEMENTAL INDENTURE dated as of [●] 1, 2019, between PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, doing business as Eversource Energy (with its successors and assigns, the “Company”), a corporation duly organized and existing under the laws of the State of New Hampshire, having its principal place of business at Energy Park, 780 North Commercial Street in Manchester, New Hampshire 03101, and U.S. BANK NATIONAL ASSOCIATION (as successor to Wachovia Bank, National Association, and by merger to First Union National Bank, formerly known as First Fidelity Bank, National Association, New Jersey, successor in trust to Bank of New England, National Association (formerly known as New England Merchants National Bank) and to New Bank of New England, National Association), said U.S. BANK NATIONAL ASSOCIATION being a national banking association duly organized and existing under the laws of the United States of America having a corporate trust office at 333 Thornall Street, Fourth Floor, Edison, New Jersey 08837 and duly authorized to execute the trusts hereof (with its successors in trust, the “Trustee”), as trustee under the General and Refunding Mortgage Indenture, dated August 15, 1978 (as heretofore amended, including as amended and restated on June 1, 2011, being hereinafter generally called the “Mortgage Indenture” and, together with each and every prior indenture supplemental thereto and each and every other instrument, including this Twenty-Second Supplemental Indenture, supplemental to the Mortgage Indenture, as the “Indenture”).

WHEREAS, the Company has previously executed and delivered to the Trustee nineteen supplemental indentures which are part of the Indenture for the purposes recited therein and for the purpose of issuing bonds under the Indenture, the currently outstanding series of which are set forth in the following table:

<u>Supplemental Indenture No.</u>	<u>Dated as of</u>	<u>Series</u>	<u>Series Designation</u>	<u>Principal Amount Authorized</u>	<u>Principal Amount Issued</u>	<u>Principal Amount Outstanding</u>
Fourteenth	October 1, 2005	Series M	5.60% First Mortgage Bonds (Series M, due 2035)	\$50,000,000	\$50,000,000	\$50,000,000
Seventeenth	December 1, 2009	Series P	4.50% First Mortgage Bonds (Series P, due 2019)	\$150,000,000	\$150,000,000	\$150,000,000
Eighteenth	May 1, 2011	Series Q	4.05% First Mortgage Bonds (Series Q, due 2021)	\$122,000,000	\$122,000,000	\$122,000,000
Nineteenth	September 1, 2011	Series R	3.20% First Mortgage Bonds (Series R, due 2021)	\$160,000,000	\$160,000,000	\$160,000,000
Twentieth	November 1, 2013	Series S	3.50% First Mortgage Bonds (Series S, due 2023)	\$250,000,000	\$250,000,000	\$250,000,000
Twenty-First	October 1, 2014	Series S	3.50% First Mortgage Bonds (Series S, due 2023)	\$75,000,000	\$75,000,000	\$75,000,000
Total Outstanding Principal Amount:						\$807,000,000

WHEREAS, the execution and delivery of this Twenty-Second Supplemental Indenture and the issue of not exceeding initially \$[●] in aggregate principal amount of the Company's First Mortgage Bonds, Series T (hereinafter generally referred to as the "Series T Bonds" or the "bonds of Series T"), and other necessary actions have been duly authorized by the Board of Directors of the Company;

WHEREAS, the Company proposes to execute and deliver this Twenty-Second Supplemental Indenture (i) to provide for the issue of the bonds of Series T and confirm the lien of the Indenture on the property referred to below, all as permitted by Section 1301 of the Mortgage Indenture and (ii) to provide for the future amendment and restatement of the Mortgage Indenture as provided in Section 1.08 hereof;

WHEREAS, the Company has purchased, constructed or otherwise acquired certain additional property not heretofore specifically described in the Indenture but which is and is intended to be subject to the lien thereof, and proposes specifically to subject such additional property to the lien of the Indenture at this time;

WHEREAS, all acts and things necessary to make the initial issue of the Series T Bonds, when executed by the Company and authenticated by the Trustee and delivered as in the Mortgage Indenture provided, the legal, valid and binding obligations of the Company according to their terms and to make this Twenty-Second Supplemental Indenture a legal, valid and binding instrument for the security of the bonds, in accordance with its and their terms, have been done and performed, and the execution and delivery of this Twenty-Second Supplemental Indenture has in all respects been duly authorized;

NOW, THEREFORE, in consideration of the premises, and of the acceptance of said Series T Bonds by the holder thereof, and of the sum of \$1.00 duly paid by the Trustee to the Company, and of other good and valuable considerations, the receipt whereof is hereby acknowledged, and in confirmation of and supplementing the Mortgage Indenture as previously supplemented, amended and restated by said nineteen preceding supplemental indentures, and in performance of and compliance with the provisions thereof, said Public Service Company of New Hampshire, doing business as Eversource Energy, by these presents, does give, grant, bargain, sell, transfer, assign, pledge, mortgage and convey unto U.S. Bank National Association, as Trustee, as provided in the Mortgage Indenture, as previously supplemented, amended and restated and as supplemented by this Twenty-Second Supplemental Indenture, and its successor or successors in the trust thereby and hereby created, and its and their assigns, (a) all and singular the property, and rights and interests in property, described in the Mortgage Indenture and the twenty-one preceding supplemental indentures and thereby conveyed, pledged, assigned, transferred and mortgaged, or intended so to be (said descriptions in said Mortgage Indenture being hereby made a part hereof to the same extent as if set forth herein at length), whether then or now owned or thereafter or hereafter acquired, except such of said properties or interests therein as may have been released or sold or disposed of in whole or in part as permitted by the provisions of the Mortgage Indenture, and (b) also, but without in any way limiting the generality of the foregoing, all the right, title and interest of the Company, now owned or hereafter acquired, in and to the rights, titles, interests and properties described or referred to in Schedule B hereto attached and hereby made a part hereof as fully as if set forth herein at length,

in all cases not specifically reserved, excepted and excluded; the foregoing property, and rights and interests in property, being located in the following listed municipalities in New Hampshire and unincorporated areas in Coös County, New Hampshire, as well as in various municipalities in the States of Maine, Vermont and elsewhere:

BELKNAP COUNTY — Alton, Barnstead, Belmont, Center Harbor, Gilford, Gilmanton, Laconia, Meredith, New Hampton, Sanbornton, Tilton;

CARROLL COUNTY — Albany, Brookfield, Chatham, Conway, Eaton, Effingham, Freedom, Madison, Moultonboro, Ossipee, Sandwich, Tamworth, Tuftonboro, Wakefield, Wolfeboro;

CHESHIRE COUNTY — Alstead, Chesterfield, Dublin, Fitzwilliam, Gilsum, Harrisville, Hinsdale, Jaffrey, Keene, Marlborough, Marlow, Nelson, Richmond, Rindge, Roxbury, Stoddard, Sullivan, Surry, Swanzey, Troy, Westmoreland, Winchester;

COÖS COUNTY — Bean's Grant, Berlin, Cambridge, Carroll, Chandler's Purchase, Clarksville, Colebrook, Columbia, Crawford's Purchase, Dalton, Dummer, Errol, Gorham, Green's Grant, Jefferson, Lancaster, Martin's Location, Milan, Millsfield, Northumberland, Pinkham's Grant, Pittsburg, Randolph, Shelburne, Stark, Stewartstown, Stratford, Success, Thompson & Meserve's Purchase, Wentworth's Location, Whitefield;

GRAFTON COUNTY — Alexandria, Ashland, Bath, Bethlehem, Bridgewater, Bristol, Campton, Easton, Enfield, Franconia, Grafton, Hanover, Haverhill, Hebron, Holderness, Landaff, Lincoln, Lisbon, Littleton, Lyman, Lyme, Orange, Orford, Piermont, Plymouth, Rumney, Sugar Hill, Thornton, Woodstock;

HILLSBOROUGH COUNTY — Amherst, Antrim, Bedford, Bennington, Brookline, Deering, Francestown, Goffstown, Greenfield, Greenville, Hancock, Hillsborough, Hollis, Hudson, Litchfield, Lyndeborough, Manchester, Mason, Merrimack, Milford, Mont Vernon, Nashua, New Boston, New Ipswich, Pelham, Peterborough, Sharon, Temple, Weare, Wilton, Windsor;

MERRIMACK COUNTY — Allenstown, Andover, Boscawen, Bow, Bradford, Canterbury, Chichester, Concord, Danbury, Dunbarton, Epsom, Franklin, Henniker, Hill, Hooksett, Hopkinton, Loudon, Newbury, New London, Northfield, Pembroke, Pittsfield, Salisbury, Sutton, Warner, Webster, Wilmot;

ROCKINGHAM COUNTY — Auburn, Atkinson, Brentwood, Candia, Chester, Danville, Deerfield, Derry, East Kingston, Epping, Exeter, Fremont, Greenland, Hampstead, Hampton, Hampton Falls, Kensington, Kingston, Londonderry, New Castle, Newfields, Newington, Newmarket, Newton, North Hampton, Northwood, Nottingham, Portsmouth, Raymond, Rye, Sandown, Seabrook, South Hampton, Stratham, Windham;

STRAFFORD COUNTY — Barrington, Dover, Durham, Farmington, Lee, Madbury, Middleton, Milton, New Durham, Rochester, Rollinsford, Somersworth, Strafford;

SULLIVAN COUNTY — Charlestown, Claremont, Cornish, Croydon, Goshen, Grantham, Lempster, Newport, North Charleston, Plainfield, Springfield, Sunapee, Unity, Washington;

SUBJECT, HOWEVER, as to all of the foregoing, to the specific rights, privileges, liens, encumbrances, restrictions, conditions, limitations, covenants, interests, reservations, exceptions and otherwise as provided in the Mortgage Indenture, and in the descriptions in the schedules thereto and hereto and in the deeds or grants in said schedules referred to;

BUT SPECIFICALLY RESERVING, EXCEPTING AND EXCLUDING (as the same are reserved, excepted and excluded from the lien of the Mortgage Indenture) from this instrument and the grant, conveyance, mortgage, transfer and assignment herein contained, all right, title and interest of the Company, now owned or hereafter acquired, in and to the properties and rights specified in subclauses (a) to (m), both inclusive, of the paragraph beginning “BUT SPECIFICALLY RESERVING, EXCEPTING AND EXCLUDING...” which paragraph is part of the granting clauses of the Mortgage Indenture;

TO HAVE AND TO HOLD all said plant, premises, property, franchises and rights hereby conveyed, assigned, pledged or mortgaged, or intended so to be, unto the Trustee, its successor or successors in trust, and to its and their assigns forever;

BUT IN TRUST, NEVERTHELESS, with power of sale, for the equal pro rata benefit, security and protection of the owners of the bonds without any preference, priority or distinction whatever of any one bond over any other bond by reason of priority in the issue, sale or negotiation thereof, or otherwise;

PROVIDED, HOWEVER, and these presents are upon the condition, that if the Company shall pay or cause to be paid or make appropriate provision for the payment unto the holders of the bonds of the principal, premium, if any, and interest to become due thereon at the times and in the manner stipulated therein, and shall keep, perform and observe all and singular the covenants, agreements and provisions in the Indenture expressed to be kept, performed and observed by or on the part of the Company, then the Indenture and the estate and rights thereby and hereby granted shall, pursuant and subject to the provisions of Article 8 of the Mortgage Indenture, cease, determine and be void, but otherwise shall be and remain in full force and effect.

AND IT IS HEREBY COVENANTED, DECLARED AND AGREED, upon the trusts and for the purposes aforesaid, as set forth in the following covenants, agreements, conditions and provisions:

ARTICLE 1 SERIES T BONDS

SECTION 1.01. Designation; Amount. The bonds of Series T shall be designated “First Mortgage Bonds, Series T, due 20[●]” and shall initially be authenticated in the aggregate principal amount of [●] Dollars (\$[●]). The initial issue of the bonds of Series T may be effected upon compliance with the applicable provisions of the Mortgage Indenture. Additional bonds of

Series T, without limitation as to amount, having the same terms and conditions as the bonds of Series T (except for the date of original issuance, the initial interest payment date and the offering price) may also be issued by the Company without the consent of the holders of the bonds of Series T, pursuant to a separate supplemental indenture related thereto. Such additional bonds of Series T shall be part of the same series as the bonds of Series T. The Trustee shall authenticate and deliver such additional bonds of Series T at any time upon application by the Company and compliance with the applicable provisions of the Indenture.

SECTION 1.02. Form of Series T Bonds; Global Security; Depository for Global Securities. The Series T Bonds shall be issued only in fully registered form without coupons in minimum denominations of Two Thousand Dollars (\$2,000.00) and integral multiples of One Thousand Dollars (\$1,000).

The Series T Bonds shall be initially represented by one or more global securities (the “Global Securities”). Each Global Security will be deposited with, or on behalf of, The Depository Trust Company, as depository (“DTC”), and registered in the name of Cede & Co., a nominee of DTC.

The Series T Bonds shall be in substantially the form set forth in Schedule A attached hereto. The terms of the Series T Bonds contained in such form are hereby incorporated herein by reference as though fully set forth in this place and are made a part of this Twenty-Second Supplemental Indenture.

SECTION 1.03. Provisions of Series T Bonds; Interest Accrual. The Series T Bonds shall mature on [●] and shall bear interest at the rate of [●]% per year, payable semiannually in arrears on [●] and [●] of each year (each, an “Interest Payment Date”) (with the first Interest Payment Date to be [●]), with the final Interest Payment Date being [●] until the Company’s obligation in respect of the principal thereof shall be discharged, and at the rate of [●]% per annum on any overdue principal and premium and on any overdue installment of interest. The Series T Bonds shall be dated the date of authentication thereof by the Trustee and shall bear interest on the principal amount from, and including, the date of original issuance to, and excluding, the first Interest Payment Date and then from, and including, the immediately preceding Interest Payment Date to which interest has been paid or duly provided for to, but excluding, the next Interest Payment Date or the maturity date, as the case may be. Interest on the Series T Bonds will be computed on the basis of 360-day year of twelve 30-day months and, with respect to any period less than a full month, on the basis of actual number of days elapsed in such period. For example, the interest for a period running from the 15th day of one month to the 15th day of the next month would be calculated on the basis of one 30-day month.

The Series T Bonds shall be payable both as to principal and interest at the corporate trust office of the Trustee at U.S. Bank National Association in Edison, New Jersey or the corporate trust office of its successors, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. The interest on the Series T Bonds shall be payable without presentation, and only to or upon the person in whose name the Series T Bonds are registered at the close of business on the business day prior to each

Interest Payment Date. The Series T Bonds shall be callable for redemption in whole or in part according to the terms and provisions provided in Section 1.05 below.

The Company has initially designated DTC as the depository for the Series T Bonds. For as long as the Series T Bonds or any portion thereof are in the form of a Global Security, and notwithstanding the previous paragraph, all payments of interest, principal and other amounts in respect of the Series T Bonds shall be made to DTC or its nominee in accordance with its applicable policies and procedures, in the coin or currency specified above. So long as the Series T Bonds are in the form of a Global Security, neither the Company nor the Trustee shall have any responsibility with respect to the policies and procedures of DTC, or any successor depository, or for any notices or other communications among DTC, its direct and indirect participants or beneficial owners of the Series T Bonds.

SECTION 1.04. Transfer and Exchange of Series T Bonds. So long as the Series T Bonds are in the form of Global Securities, the Series T Bonds may not be transferred except as a whole (1) by DTC to a nominee of DTC or (2) by a nominee of DTC to DTC or another nominee of DTC or (3) by DTC or any such nominee to a successor of DTC or a nominee of such successor. If (1) DTC is at any time unwilling or unable to continue as depository and a successor depository is not appointed by the Company within ninety days or (2) there shall have occurred and be continuing after any applicable grace periods an Event of Default under the Indenture with respect to the Series T Bonds represented by such Global Security, the Company will issue certificated Series T Bonds in definitive registered form in exchange for the Global Securities.

The Company may at any time and in its sole discretion determine not to have any Series T Bonds in registered form represented by one or more Global Securities and, in such event, will issue certificated bonds in definitive form in exchange for the Global Securities representing the Series T Bonds. In any such instance, an owner of a beneficial interest in the Global Securities will be entitled to physical delivery in definitive form of certificated bonds represented by the Global Securities equal in principal amount to such beneficial interest and to have such certificated bonds registered in its name.

In the event certificated bonds are issued in exchange for the Global Securities, the Series T Bonds may be surrendered for registration of transfer as provided in Section 305 of the Indenture at the corporate trust office of the Trustee at U.S. Bank National Association in Edison, New Jersey or the corporate trust offices of its successors, and may be surrendered at said office for exchange for a like aggregate principal amount of Series T Bonds of other authorized denominations. No charge, except for taxes or other governmental charges, shall be made by the Company for any registration of transfer of Series T Bonds or for the exchange of any Series T Bonds for such bonds of other authorized denominations.

SECTION 1.05. Redemption of the Series T Bonds. The Series T Bonds are subject to redemption, in whole or in part, at the option of the Company at any time. If the Company elects to redeem the Series T Bonds prior to [●], it will do so at a redemption price equal to the greater of (x) one hundred percent (100%) of the principal amount of the Series T Bonds being redeemed, plus accrued interest thereon to the redemption date, or (y) as determined by the

Quotation Agent, the sum of the present value of the remaining scheduled payments of principal and interest on the Series T Bonds to be redeemed (not including any portion of payments of interest accrued as of the redemption date) discounted to the redemption date on a semi-annual basis at the Adjusted Treasury Rate plus [●] basis points, plus accrued interest to the redemption date. If the Company elects to redeem the Series T Bonds on or after [●], it will do so at a redemption price equal to one hundred percent (100%) of the principal amount of the Series T Bonds being redeemed, plus accrued interest thereon to the redemption date. The redemption price will be calculated assuming a 360-day year consisting of twelve 30-day months.

The Company shall notify the Trustee in writing, not less than forty (40) days prior to the redemption date, or such shorter period as shall be acceptable to the Trustee, of any such election to redeem. Such notice shall include the amount of Series T Bonds to be redeemed, the redemption date and the redemption price.

“Adjusted Treasury Rate” means, with respect to any redemption date, the rate per year equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for that redemption date.

“Comparable Treasury Issue” means the United States Treasury security selected by the Quotation Agent as having a maturity comparable to the remaining term of the Series T Bonds that would be used, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the Series T Bonds.

“Comparable Treasury Price” means, with respect to any redemption date: (i) the average of the Reference Treasury Dealer Quotations for that redemption date, after excluding the highest and lowest of the Reference Treasury Dealer Quotations, or (ii) if the Trustee obtains fewer than four Reference Treasury Dealer Quotations, the average of all Reference Treasury Dealer Quotations so received.

“Quotation Agent” means the Reference Treasury Dealer appointed by the Company.

“Reference Treasury Dealer” means a primary U.S. Government securities dealer in New York, New York selected by the Company.

“Reference Treasury Dealer Quotations” means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Trustee, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Trustee by that Reference Treasury Dealer at 5:00 p.m., New York City time, on the third business day preceding that redemption date.

Notice of any redemption will be provided by the Trustee at least 30 days but not more than 60 days before the redemption date to each holder of the Series T Bonds to be redeemed (which notice may be made subject to the deposit of redemption moneys with the Trustee on or before the date fixed for redemption).

Series T Bonds or portions of Series T Bonds to be redeemed become due on the redemption date (unless the redemption notice is conditioned upon the receipt of redemption moneys and such moneys shall not have been so received on or before the date fixed for redemption). Absent a default in payment of the redemption price (in the case of an unconditional notice of redemption), on and after the redemption date, interest will cease to accrue on the Series T Bonds or portions of the Series T Bonds called for redemption.

If less than all of the Series T Bonds are to be redeemed, the Trustee will select the Series T Bonds to be redeemed by a method that the Trustee deems fair and appropriate and which may provide for the selection for the redemption of portions (equal to \$1,000 or any multiple thereof) of the principal amount of the Series T Bonds larger than \$1,000. Notice of redemption will be mailed, first-class mail postage prepaid, to each holder of Series T Bonds to be redeemed at the holder's address in the register for the Series T Bonds. If any Series T Bonds are to be redeemed in part only, the notice of redemption that relates to that Series T Bond will state the portion of the principal amount of that Series T Bond to be redeemed. In that case, the Company will issue a new Series T Bond of any authorized denomination, as requested, in an aggregate principal amount equal to the unredeemed portion of such Series T Bond, in the name of the holder upon cancellation of the original Series T Bond. The Series T Bonds are not subject to any sinking fund.

Except as provided in this Section 1.05, the Series T Bonds are not subject to redemption under any provisions of the Indenture.

SECTION 1.06. Effect of Event of Default. If an Event of Default shall have occurred and be continuing, the principal of the Series T Bonds may be declared due and payable in the manner and with the effect provided in the Indenture.

SECTION 1.07. Payment Date Not a Business Day. If any redemption date, any Interest Payment Date or the maturity date for principal, premium or interest with respect to the Series T Bonds shall be (i) a Sunday or a legal holiday, or (ii) a day on which banking institutions are authorized pursuant to law to close and on which the corporate trust offices of the Trustee in Minnesota or New Jersey are not open for business, then the payment thereof may be made on the next succeeding day not a day specified in (i) or (ii) with the same force and effect as if made on the specified payment date and no interest shall accrue for the period after the specified payment date.

SECTION 1.08. Consent to Amendment and Restatement of Mortgage Indenture. Each holder of a Series T Bond, solely by virtue of its acquisition thereof, including as an owner of a book-entry interest therein, shall have and be deemed to have consented, without the need for any further action or consent by such holder, to the amendment and restatement of the Mortgage Indenture in substantially the form set forth in Schedule C appended to the Eighteenth Supplemental Indenture dated as of May 1, 2011.

ARTICLE 2
MISCELLANEOUS PROVISIONS

SECTION 2.01. Recitals. The recitals in this Twenty-Second Supplemental Indenture shall be taken as recitals by the Company alone, and shall not be considered as made by or as imposing any obligation or liability upon the Trustee, nor shall the Trustee be held responsible for the legality or validity of this Twenty-Second Supplemental Indenture, and the Trustee makes no covenants or representations, and shall not be responsible, as to or for the effect, authorization, execution, delivery or recording of this Twenty-Second Supplemental Indenture, except as expressly set forth in the Mortgage Indenture. The Trustee shall not be taken impliedly to waive by this Twenty-Second Supplemental Indenture any right it would otherwise have.

SECTION 2.02. Benefits of Twenty-Second Supplemental Indenture. Nothing in this Twenty-Second Supplemental Indenture, expressed or implied, is intended or shall be construed to confer upon, or give to, any person, firm or corporation, other than the parties hereto and the holders of the Series T Bonds, any right, remedy or claim under or by reason of the Indenture or any covenant, condition or stipulation thereof; and the covenants, stipulations and agreements in the Indenture contained are and shall be for the sole and exclusive benefit of the parties hereto, their successors and assigns, and holders of the bonds.

SECTION 2.03. Effect of Twenty-Second Supplemental Indenture. This Twenty-Second Supplemental Indenture is executed, shall be construed as and is expressly stated to be an indenture supplemental to the Mortgage Indenture and shall form a part of the Indenture; and the Mortgage Indenture, as supplemented and amended by this Twenty-Second Supplemental Indenture, is hereby confirmed and adopted by the Company as its obligation. All terms used in this Twenty-Second Supplemental Indenture shall be taken to have the meaning specified in the Mortgage Indenture, except in cases where the context clearly indicates otherwise.

SECTION 2.04. Termination. This Twenty-Second Supplemental Indenture shall become void when the Indenture shall be void.

SECTION 2.05. Trust Indenture Act. If and to the extent that any provision of this Twenty-Second Supplemental Indenture limits, qualifies or conflicts with any of the applicable provisions of Sections 310 to 317, inclusive, of the Trust Indenture Act of 1939, as amended, such required provision shall control.

SECTION 2.06. Counterparts. This Twenty-Second Supplemental Indenture may be simultaneously executed in any number of counterparts, each of which shall be deemed an original; and all said counterparts executed and delivered, each as an original, shall constitute but one and the same instrument, which shall for all purposes be sufficiently evidenced by any such original counterpart.

SECTION 2.07. Notices. Any notice to the Trustee under any provision of this Twenty-Second Supplemental Indenture shall be sufficiently given if served personally upon a responsible officer of the Trustee or mailed by registered or certified mail, postage prepaid, addressed to the Trustee at its corporate trust office, which is U.S. Bank National Association,

333 Thornall Street, Fourth Floor, Edison, New Jersey 08837 as of the date hereof. The Trustee shall notify the Company from time to time of any change in the address of its corporate trust office.

SECTION 2.08. Definitions. Except to the extent otherwise defined herein, the use of the terms and expressions herein is in accordance with the definitions, uses and construction contained in the Mortgage Indenture and the form of Series T Bond attached hereto as Schedule A.

[The remainder of this page left blank intentionally.]

IN WITNESS WHEREOF, PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, doing business as EVERSOURCE ENERGY, has caused this instrument to be executed and its corporate seal to be hereto affixed, by its officers, thereunto duly authorized, and U.S. BANK NATIONAL ASSOCIATION has caused this instrument to be executed by its officers thereunto duly authorized, all as of the day and year first above written but actually executed on [●], 2019.

**PUBLIC SERVICE COMPANY
OF NEW HAMPSHIRE, doing business
as EVERSOURCE ENERGY**

By: _____
Emilie G. O'Neil
Assistant Treasurer-Corporate Finance
and Cash Management

CORPORATE SEAL

Attest:

Richard J. Morrison
Secretary

Signed, sealed and delivered by
Public Service Company of New
Hampshire, doing business as
Eversource Energy, in the presence of us:

Witnesses

U.S. BANK NATIONAL ASSOCIATION
as Trustee as aforesaid

By: _____

Vice President

Attest:

Name:

Title:

Signed and delivered by
U.S. Bank National Association
in the presence of us:

Witnesses

SCHEDULE A
[FORM OF FACE OF SERIES T BONDS]

THIS SECURITY IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITORY OR A NOMINEE OF A DEPOSITORY. THIS SECURITY IS EXCHANGEABLE FOR SECURITIES REGISTERED IN THE NAME OF A PERSON OTHER THAN THE DEPOSITORY OR ITS NOMINEE ONLY IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE AND HEREIN, AND NO TRANSFER OF THIS SECURITY (OTHER THAN A TRANSFER OF THIS SECURITY AS A WHOLE BY THE DEPOSITORY TO A NOMINEE OF THE DEPOSITORY OR BY A NOMINEE OF THE DEPOSITORY TO THE DEPOSITORY OR ANOTHER NOMINEE OF THE DEPOSITORY) MAY BE REGISTERED EXCEPT IN LIMITED CIRCUMSTANCES.

Unless this Global Security is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to Public Service Company of New Hampshire, doing business as Eversource Energy, or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE,
doing business as EVERSOURCE ENERGY,
FIRST MORTGAGE BOND, SERIES T
PRINCIPAL DUE [●]

CUSIP No. [●]

No. 1

\$[●]

FOR VALUE RECEIVED, PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, doing business as Eversource Energy, a corporation organized and existing under the laws of the State of New Hampshire (hereinafter called the “Company”, which term includes any successor corporation under the Indenture), hereby promises to pay to Cede & Co., or registered assigns, subject to the conditions set forth herein, the principal sum of [●] Million Dollars (\$[●]), on [●], and to pay interest on said sum semiannually in arrears, on [●] and [●] in each year (each, an “Interest Payment Date”) with the first Interest Payment Date being [●], and the final Interest Payment Date being [●], at the rate of [●]% per annum, until the Company’s obligation with respect to said principal sum shall be paid or made available for payment, and at the rate of [●]% per annum on any overdue principal and premium and on any overdue installment of interest.

This Series T Bond shall bear interest as aforesaid from, and including, the date of original issuance to, and excluding, the first Interest Payment Date and then from, and including, the immediately preceding Interest Payment Date to which interest has been paid or duly provided for to, but excluding, the next Interest Payment Date or the maturity date, as the case may be. The amount of interest payable will be computed on the basis of a 360-day year consisting of twelve 30-day months and, with respect to any period less than a full month, on the basis of actual number of days elapsed in such period. For example, the interest for a period running from the 15th day of one month to the 15th day of the next month would be calculated on the basis of one 30-day month.

In any case where any Interest Payment Date, the maturity date or any redemption date is not a Business Day, then payment of principal and interest, if any, or principal and premium, if any, payable on such date will be made on the next succeeding day which is a Business Day (and without any interest or other payment in respect of any such delay), in each case with the same force and effect as if made on such date. A "Business Day" shall mean any day, except a (i) Sunday or a legal holiday, or (ii) a day on which banking institutions are authorized pursuant to law to close and on which the corporate trust offices of the Trustee in Minnesota or New Jersey are not open for business.

Payment of the principal of and any interest on this Series T Bond will be made at the corporate trust office of the Trustee at U.S. Bank National Association in Edison, New Jersey or the corporate trust office of its successors, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. The interest on this Series T Bond shall be payable without presentation, and only to or upon the person in whose name the Series T Bonds are registered at the close of business on the Business Day prior to each Interest Payment Date.

Reference is hereby made to the further provisions of this Series T Bond set forth on the reverse hereof, including without limitation provisions in regard to the redemption and the registration of transfer and exchangeability of this Series T Bond, and such further provisions shall for all purposes have the same effect as though fully set forth in this place.

As set forth in the Supplemental Indenture establishing the terms and series of the Bonds of this series, each holder of a Series T Bond, solely by virtue of its acquisition thereof, including as an owner of a book-entry interest therein, shall have and be deemed to have consented, without the need for any further action or consent by such holder, to the amendment and restatement of the Mortgage Indenture in substantially the form set forth in Schedule C appended to the Eighteenth Supplemental Indenture dated as of May 1, 2011.

This Series T Bond shall not become or be valid or obligatory until the certificate of authentication hereon shall have been signed by U.S. Bank National Association (hereinafter with its successors as defined in the Indenture (as defined on the reverse hereof), generally called the Trustee), or by such a successor.

[The remainder of this page left blank intentionally.]

IN WITNESS WHEREOF, Public Service Company of New Hampshire, doing business as Eversource Energy, has caused this Series T Bond to be executed in its corporate name and on its behalf by its Assistant Treasurer-Corporate Finance and Cash Management by her signature or a facsimile thereof, and its corporate seal to be affixed or imprinted hereon and attested by the manual or facsimile signature of its Secretary.

Dated as of _____, 2019

**PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE,
doing business as EVERSOURCE ENERGY**

By: _____
Emilie G. O'Neil
Assistant Treasurer-Corporate Finance
and Cash Management

Attest:

Richard J. Morrison
Secretary

[FORM OF TRUSTEE'S CERTIFICATE]

U.S. Bank National Association hereby certifies that this Series T Bond is one of the bonds described in the within mentioned Indenture.

**U.S. BANK NATIONAL ASSOCIATION,
TRUSTEE**

By: _____
Name:
Title: Authorized Signatory

[FORM OF REVERSE OF SERIES T BOND]
PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE,
doing business as EVERSOURCE ENERGY,
First Mortgage Bond, Series T, due [●]

This Series T Bond is one of a series of bonds known as the “First Mortgage Bonds, Series T” of the Company, initially limited to [●] Dollars (\$[●]) in aggregate principal amount, and issued under and pursuant to a First Mortgage Indenture between the Company and U.S. Bank National Association as successor to Wachovia Bank, National Association and by merger to First Union National Bank, formerly known as First Fidelity Bank, National Association, New Jersey, successor to Bank of New England, National Association (formerly known as New England Merchants National Bank), and to New Bank of New England, National Association, as Trustee, dated as of August 15, 1978, as amended, and pursuant to which U.S. Bank National Association is now Successor Trustee (said First Mortgage Indenture as amended and restated on June 1, 2011, being hereinafter generally called the “Mortgage Indenture” and, together with each and every prior indenture supplemental thereto and each and every other instrument, including the Twenty-Second Supplemental Indenture, dated as of [●], 2019 supplemental to the Mortgage Indenture, as the “Indenture”) and together with all bonds of all series now outstanding or hereafter issued under the Indenture being equally and ratably secured (except as any sinking or other analogous fund, established in accordance with the provisions of the Indenture, may afford additional security for the bonds of any particular series) by the Indenture, to which Indenture (executed counterparts of which are on file at the corporate trust office of the Trustee in Edison, New Jersey) reference is hereby made for a description of the nature and extent of the security, the rights thereunder of the holders of bonds issued and to be issued thereunder, the rights, duties and immunities thereunder of the Trustee, the rights and obligations thereunder of the Company, and the terms and conditions upon which Bonds of this series, and bonds of other series, are issued and are to be issued; but neither the foregoing reference to the Indenture nor any provision of this Series T Bond or of the Indenture shall affect or impair the obligation of the Company, which is absolute, unconditional and unalterable, to pay at the maturities herein provided the principal of and interest on this Series T Bond as herein provided.

The Series T Bonds shall be initially issued in the form of one or more global securities (the “Global Securities”). Each Global Security will be deposited with, or on behalf of, DTC and registered in the name of Cede & Co., a nominee of DTC. For as long as this Series T Bond or any portion hereof is in the form of a Global Security, and notwithstanding anything else contained in this Series T Bond, all payments of interest, principal and other amounts in respect of this Series T Bond shall be made to DTC or its nominee in accordance with its applicable policies and procedures, in the coin or currency specified above.

In the event certificated bonds in definitive form are issued in exchange for the Global Securities they are issuable only in registered form without coupons in minimum denominations of \$2,000 and integral multiples of \$1,000.

The Series T Bonds, while in the form of Global Securities, may not be transferred except as a whole (1) by DTC to a nominee of DTC or (2) by a nominee of DTC to DTC or another nominee of DTC or (3) by DTC or any such nominee to a successor of DTC or a nominee of such successor. If (1) DTC is at any time unwilling or unable to continue as depository and a successor depository is not appointed by the Company within ninety days or (2) there shall have occurred and be continuing after any applicable grace periods an Event of Default under the Indenture with respect to the Series T Bonds represented by such Global Security, the Company will issue certificated bonds in definitive registered form in exchange for the Global Securities representing the Series T Bonds.

The Company may at any time and in its sole discretion determine not to have any Series T Bonds in registered form represented by one or more Global Securities and, in such event, will issue certificated bonds in definitive form in exchange for the Global Securities representing the Series T Bonds. In any such instance, an owner of a beneficial interest in the Global Securities will be entitled to physical delivery in definitive form of certificated bonds represented by the Global Securities equal in principal amount to such beneficial interest and to have such certificated bonds registered in its name.

In the event certificated bonds are issued in exchange for the Global Securities, the Series T Bonds may be surrendered for registration of transfer as provided in Section 305 of the Mortgage Indenture at the corporate trust office of the Trustee at U.S. Bank National Association in Edison, New Jersey or the corporate trust offices of its successors, and may be surrendered at said office for exchange for a like aggregate principal amount of Series T Bonds of other authorized denominations. No charge, except for taxes or other governmental charges, shall be made by the Company for any registration of transfer of Series T Bonds or for the exchange of any Series T Bonds for such bonds of other authorized denominations.

Prior to due presentment for registration of transfer of this Bond, the Company and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof, whether or not such Series T Bond shall be overdue, for the purpose of receiving payment and for all other purposes, and neither the Company nor the Trustee shall be affected by any notice to the contrary. Neither the failure to give any notice nor any defect in any notice given to the holder of the Global Securities or Series T Bonds not represented by a Global Security, will affect the sufficiency of any notice given to any other holder.

The Series T Bonds are subject to redemption, in whole or in part, at the option of the Company at any time. If the Company elects to redeem the Series T Bonds prior to [●], it will do so at a redemption price equal to the greater of (x) one hundred percent (100%) of the principal amount of the Series T Bonds being redeemed, plus accrued interest thereon to the redemption date, or (y) as determined by the Quotation Agent, the sum of the present value of the remaining scheduled payments of principal and interest on the Series T Bonds to be redeemed (not including any portion of payments of interest accrued as of the redemption date) discounted to the redemption date on a semi-annual basis at the Adjusted Treasury Rate plus [●] basis points, plus accrued interest to the redemption date. If the Company elects to redeem the Series T Bonds on or after [●], it will do so at a redemption price equal to one hundred percent (100%) of the principal amount of the Series T Bonds being redeemed, plus accrued interest

thereon to the redemption date. The redemption price will be calculated assuming a 360-day year consisting of twelve 30-day months.

The Company shall notify the Trustee in writing, not less than forty (40) days, or such shorter period as shall be acceptable to the Trustee, of any such election to redeem. Such notice shall include the amount of Series T Bonds to be redeemed, the redemption date and redemption price.

“Adjusted Treasury Rate” means, with respect to any redemption date, the rate per year equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for that redemption date.

“Comparable Treasury Issue” means the United States Treasury security selected by the Quotation Agent as having a maturity comparable to the remaining term of the Series T Bonds that would be used, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the Series T Bonds.

“Comparable Treasury Price” means, with respect to any redemption date: (i) the average of the Reference Treasury Dealer Quotations for that redemption date, after excluding the highest and lowest of the Reference Treasury Dealer Quotations, or (ii) if the Trustee obtains fewer than four Reference Treasury Dealer Quotations, the average of all Reference Treasury Dealer Quotations so received.

“Quotation Agent” means the Reference Treasury Dealer appointed by the Company.

“Reference Treasury Dealer” means a primary U.S. Government securities dealer in New York, New York selected by the Company.

“Reference Treasury Dealer Quotations” means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Trustee, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Trustee by that Reference Treasury Dealer at 5:00 p.m., New York City time, on the third business day preceding that redemption date.

Notice of any redemption will be provided at least 30 days but not more than 60 days before the redemption date to each holder of the Series T Bonds to be redeemed (which notice may be made subject to the deposit of redemption moneys with the Trustee on or before the date fixed for redemption).

Series T Bonds or portions of Series T Bonds to be redeemed become due on the redemption date (unless the redemption notice is conditioned upon the receipt of redemption moneys and such moneys shall have not been so received on or before the date fixed for redemption). Absent a default in payment of the redemption price (in the case of an

unconditional notice of redemption), on and after the redemption date, interest will cease to accrue on the Series T Bonds or portions of the Series T Bonds called for redemption.

If less than all of the Series T Bonds are to be redeemed, the Trustee will select the Series T Bonds to be redeemed by a method that the Trustee deems fair and appropriate and which may provide for the selection for the redemption of portions (equal to \$1,000 or any multiple thereof) of the principal amount of the Series T Bonds larger than \$1,000. Notice of redemption will be mailed, first-class mail postage prepaid, to each holder of Series T Bonds to be redeemed at the holder's address in the register for the Series T Bonds. If any Series T Bonds are to be redeemed in part only, the notice of redemption that relates to that Series T Bond will state the portion of the principal amount of that Series T Bond to be redeemed. In that case, the Company will issue new Series T Bonds of any authorized denomination, as requested, in an aggregate principal amount equal to the unredeemed portion of such Series T Bond, in the name of the holder upon cancellation of the original Series T Bond.

The Series T Bonds are not subject to any sinking fund.

If the Series T Bonds are called in whole or in part, and if moneys have been duly deposited or otherwise made available to the Trustee for redemption hereof, or of the part hereof so called, as required in the Indenture, this Series T Bond or such called part hereof, shall be due and payable on the date fixed for redemption and thereafter this Series T Bond, or such called part hereof, shall cease to bear interest on the date fixed for redemption and shall cease to be entitled to the lien of the Indenture, and, as respects the Company's liability hereon, this Series T Bond, or such called part hereof, shall be deemed to have been paid; but, if less than the whole principal amount hereof shall be so called, the holder hereof shall be entitled, in addition to the sums payable on account of the part called, to receive, without expense to such holder, upon surrender hereof, one or more Series T Bonds of this series for an aggregate principal amount equal to that part of the principal amount hereof not then called and paid.

If an Event of Default shall have occurred and be continuing, the principal of the Series T Bonds may be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture contains provisions permitting the Company and the Trustee to effect, by supplemental indenture, certain modifications of the Indenture without any consent of the holders of the bonds, and to effect certain other modifications of the Indenture, and of the rights of the holders of the bonds, with the consent of the holders of not less than a majority in aggregate principal amount of all bonds issued under the Indenture at the time outstanding, or in case one or more, but less than all, of the Series of said bonds then outstanding are affected, with the consent of the holders of not less than a majority in aggregate principal amount of said outstanding bonds of each Series affected.

No reference herein to the Indenture and no provision herein or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and any premium and interest, including overdue interest, on this Series T Bond at the time, place and rate, and in the coin or currency, herein prescribed.

No recourse shall be had for the payment of the principal of or premium, if any, or interest on this Series T Bond, or for any claim based hereon, or otherwise in respect hereof or of the Indenture, to or against any incorporator or against any stockholder, director or officer, past, present or future, as such, of the Company or any affiliate of the Company, or of any predecessor or successor company, either directly or through the Company, or such predecessor or successor company or any trustee, receiver or assignee or otherwise, under any constitution, or statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability of incorporators, stockholders, directors or officers, as such, being waived and released by the holder and owner hereof by the acceptance of this Series T Bond and as part of the consideration for the issuance hereof and being likewise waived and released by the terms of the Indenture.

[END OF FORM OF REVERSE OF SERIES T BOND]

SCHEDULE B

Description of Properties
Acquired
Since October 1, 2014

<u>Book-Page</u>	<u>Grantor</u>	<u>Town</u>	<u>Date</u>	<u>Registry</u>

ENDORSEMENT

U.S. Bank National Association, Trustee, being the mortgagee in the foregoing Supplemental Indenture, hereby consents to the cutting of any timber standing upon any of the lands covered by said Supplemental Indenture and to the sale of any such timber so cut and of any personal property covered by said Supplemental Indenture to the extent, but only to the extent, that such sale is permitted under the provisions of the Mortgage Indenture as supplemented by the Twenty-Second Supplemental Indenture dated as of [●], 2019.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee as aforesaid

By: _____

Vice President

Signed and acknowledged
on behalf of U.S. Bank National Association
in the presence of us:

Witnesses

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE d/b/a EVERSOURCE ENERGY
AUTHORIZED AND OUTSTANDING
LONG-TERM DEBT, CAPITAL STOCK, AND SHORT-TERM DEBT
as of December 31, 2018

Long-Term Debt Outstanding:

Series M, 5.60% FMB, due 2035	\$ 50,000,000
Series P, 4.50% FMB, due 2019	150,000,000
Series Q, 4.05% FMB, due 2021	122,000,000
Series R, 3.20% FMB, due 2021	160,000,000
Series S, 3.50% FMB, due 2023	<u>325,000,000</u>
	807,000,000
Less: Due within one year	<u>150,000,000</u>
Total Long-Term Debt Outstanding	<u><u>\$ 657,000,000</u></u>

Capital Stock:

Preferred Stock	\$ -
Common Stock (\$1 Par (301 shares outstanding))	<u>301</u>
Total Capital Stock*	<u><u>\$ 301</u></u>

Total Short-Term Debt Outstanding \$ 57,000,000

* Excludes Retained Earnings, Capital Surplus, Paid In, and Accumulated Other Comprehensive Income