NSTAR GAS COMPANY

doing business as

EVERSOURCE ENERGY

$100,000,000 in Aggregate Principal Amount

of

First Mortgage 4.35% Bonds, Series O, Due 2045

BOND PURCHASE AGREEMENT

Dated December 8, 2015

REDACTED

Table of Contents

REDACTED

Table of Contents (continued)

REDACTED

Table of Contents (continued)

NSTAR GAS COMPANY
doing business as
EVERSOURCE ENERGY
1 NSTAR Way
Westwood, Massachusetts 02090-9230

BOND PURCHASE AGREEMENT

December 8, 2015

Re: $100,000,000 aggregate principal amount of
First Mortgage 4.35% Bonds, Series O, Due 2045

To the Purchasers named in **Schedule I**
of this Agreement

Ladies and Gentlemen:

The undersigned, NSTAR GAS COMPANY doing business as EVERSOURCE ENERGY, a Massachusetts corporation (the "Company"), hereby agrees with you as follows:

SECTION 1. ISSUANCE OF BONDS.

Section 1.1 Issue of Bonds and Security. The Company has duly authorized the issuance and delivery of $100,000,000 in aggregate principal amount of its First Mortgage 4.35% Bonds, Series O, Due 2045 (collectively, the "Bonds"), to be issued under and secured by that certain Indenture of Trust and First Mortgage dated as of February 1, 1949, as supplemented and amended (the "Indenture") by and between the Company and U.S. Bank, National Association (successor to State Street Bank and Trust Company), as trustee (the "Trustee"), as supplemented and amended and as to be supplemented and amended by a Twenty-First Supplemental Indenture dated as of December 1, 2015 (the "Supplemental Indenture"), which will be substantially in the form attached hereto as Exhibit A, but with such changes therein, if any, as may be agreed upon by you and the Company, and will be entitled to the benefits thereof. The terms of the Bonds shall be substantially as set forth in Exhibit A to the Supplemental Indenture and will be dated the date of issuance thereof; will be in the amount of $500,000 or any amount in excess thereof that is an integral multiple of $250,000 (except as may be necessary to reflect any principal amount not evenly divisible by $250,000 remaining after any partial redemption); will bear interest on the unpaid principal balance thereof from the date of the Bonds at the rate of 4.35% per annum, payable semiannually on the eighth day of June and December in each year, commencing on June 8, 2016, and when the principal amount thereof becomes due and payable; and will bear interest on overdue principal (including any optional prepayment of principal) and premium, if any, and (to the extent legally enforceable) on any overdue installment of interest at a rate equal to the lesser of (a) the highest rate allowed by applicable law or (b) 6.35% per annum after the due date, whether by acceleration or otherwise, until paid; and will be expressed to

mature on December 8, 2045. Interest on the Bonds shall be computed on the basis of a 360-day year of twelve 30-day months. The Bonds are not subject to prepayment or redemption prior to their expressed maturity date except on the terms and conditions and in the amounts and with the premium, if any, set forth in Section 2.05 of the Supplemental Indenture (Optional Redemption).

The Indenture creates and will create a first mortgage Lien on and a first security interest in the Property of the Company described therein as being subjected to the Lien thereof (excluding Excepted Property and subject to Permitted Liens, in each case, as therein defined), except such Property as may have been released from the Lien thereof in accordance with the terms thereof (such Property not so released being hereinafter defined as the "Mortgaged Property").

The terms used in this Agreement and not defined at the point at which they are first used are defined in Section 8.1 (Definitions) hereof.

Section 1.2 Sale of Bonds. The Company agrees to sell to you, and, subject to the terms and conditions herein set forth, you agree to purchase from the Company, Bonds in the principal amount set forth opposite your name on **Schedule I** hereto on the Closing Date at a purchase price equal to 100% of the principal amount thereof. The Bonds will be sold and delivered at one closing to be held at the principal offices of Choate, Hall & Stewart LLP, Two International Place, Boston, Massachusetts 02110, at 10:00 a.m., Boston, Massachusetts time, on December 8, 2015 or such other date or place as shall be mutually agreed upon between you and the Company (the date and time for such closing being hereinafter referred to as the "Closing Date"). On the Closing Date, the Company will deliver to you one duly authenticated Bond (or such other number of Bonds in such denominations of not less than $500,000 as you may designate by notice prior to the Closing Date), dated the Closing Date, in the full principal amount of your purchase and registered in your name (or in such nominee name as you shall designate to the Company prior to the Closing Date), against payment to the Company by wire transfer of immediately available funds to the Company in the amount of the purchase price referred to above pursuant to wire transfer instructions set forth in **Schedule VII** attached hereto.

Section 1.3 Purchaser Representations. You represent and warrant to the Company that (a) this Agreement has been duly executed and delivered by you and constitutes your legal, valid and binding obligation, enforceable against you, in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or similar laws of general application relating to or affecting the enforcement of the rights of creditors or by equitable principles, whether considered in a proceeding in equity or at law; (b) you have had an opportunity to discuss the Company's business, management, financial affairs and the terms and conditions of the offering of the Bonds with the Company's management and you have had an opportunity to review the Company's facilities; (c) you did not employ any broker or finder in connection with the transactions contemplated in this Agreement; (d) you have not been formed for the specific purpose of acquiring the Bonds; (e) you are an Accredited Investor; and (f) you are purchasing the Bonds to be purchased by you for your own account for investment and not with a view to the distribution thereof, and that you have no present intention of distributing such Bonds or any part thereof and do not presently have any contract, undertaking, agreement or arrangement with any Person to sell, transfer or grant participations to such Person or to any third Person, with respect to any of the Bonds; provided,

however, that the disposition of your Property shall at all times be within your control and that your right at all times to sell or otherwise dispose of all or any part of the Bonds in compliance with applicable state securities laws and in accordance with an exemption from registration available under the Securities Act shall not be prejudiced. You understand that the Bonds are "restricted securities" under applicable U.S. federal and state securities laws and that, pursuant to these laws, you must hold the Bonds indefinitely unless they are registered with the Securities and Exchange Commission and qualified by state authorities, or an exemption from such registration and qualification requirements is available and you covenant and agree that you will only sell or otherwise dispose of all or any part of the Bonds in compliance with applicable federal and state securities laws and Section 1.4 (Restrictions on Transfer; Legend) of this Agreement. Your acquisition of the Bonds hereunder shall constitute a reaffirmation by you, as of the Closing Date, of your representations set forth in this Section 1.3.

Section 1.4 Restrictions on Transfer; Legend. The Bonds are subject to restrictions on transfer as set forth in a legend to be endorsed on each certificate for the Bonds. You covenant and agree when effecting resales of the Bonds pursuant to Rule 144A under the Securities Act to make offers and sales only to persons who you reasonably believe to be Qualified Institutional Buyers. The legend on the Bonds will be substantially in the following form:

> THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "1933 ACT"). THE HOLDER HEREOF, BY PURCHASING THIS SECURITY, AGREES FOR THE BENEFIT OF NSTAR GAS COMPANY DOING BUSINESS AS EVERSOURCE ENERGY (THE "COMPANY") AND PRIOR HOLDERS THAT THIS SECURITY MAY BE OFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (1) TO THE COMPANY (UPON REDEMPTION THEREOF OR OTHERWISE), (2) SO LONG AS THIS SECURITY IS ELIGIBLE FOR RESALE PURSUANT TO RULE 144A, TO A PERSON WHO THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER, WITHIN THE MEANING OF RULE 144A UNDER THE 1933 ACT, IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (3) IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATION S UNDER THE 1933 ACT, (4) PURSUANT TO AN EXEMPTION FROM REGISTRATION IN ACCORDANCE WITH RULE 144 (IF AVAILABLE) UNDER THE 1933 ACT, (5) IN RELIANCE ON ANOTHER EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE 1933 ACT, SUBJECT TO THE RECEIPT BY THE COMPANY OF AN OPINION OF COUNSEL TO THE EFFECT THAT SUCH TRANSFER IS EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE 1933 ACT OR (6) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE 1933 ACT, SUBJECT (IN THE CASE OF CLAUSES (2), (3), (4) AND (5)) TO THE RECEIPT BY THE COMPANY OF A CERTIFICATION OF THE TRANSFEROR TO THE EFFECT THAT SUCH TRANSFER IS IN COMPLIANCE WITH THE 1933 ACT, AND IN EACH CASE IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY JURISDICTION OF THE UNITED STATES. THE HOLDER OF THIS SECURITY WELL, AND EACH SUBSEQUENT HOLDER IS REQUIRED TO,

NOTIFY ANY PURCHASER OF THIS SECURITY FROM IT OF THE RESALE RESTRICTIONS REFERRED TO HEREIN.

Section 1.5 Source of Funds; ERISA. You further represent and warrant that at least one of the following statements is an accurate representation as to each source of funds (a "Source") to be used by you to purchase the Bonds hereunder:

(a) the Source is an "insurance company general account" (as the term is defined in the United States Department of Labor's Prohibited Transaction Exemption ("PTE") 95-60 (issued July 12, 1995)) in respect of which the reserves and liabilities (as defined by the annual statement for life insurance companies approved by the National Association of Insurance Commissioners (the "NAIC Annual Statement")) for the general account contract(s) held by or on behalf of any employee benefit plan together with the amount of the reserves and liabilities for the general account contract(s) held by or on behalf of any other employee benefit plans maintained by the same employer (or affiliate thereof as defined in PTE 95-60) or by the same employee organization in the general account do not exceed 10% of the total reserves and liabilities of the general account (exclusive of separate account liabilities) plus surplus as set forth in the NAIC Annual Statement filed with your state of domicile; or

(b) the Source is a separate account that is maintained solely in connection with your fixed contractual obligations under which the amounts payable, or credited, to any employee benefit plan (or its related trust) that has any interest in such separate account (or to any participant or beneficiary of such plan (including any annuitant)) are not affected in any manner by the investment performance of the separate account; or

(c) the Source is an insurance company pooled separate account(s), within the meaning of PTE 90-1 (issued January 29, 1990), and you have disclosed to the Company the names of the employee benefit plans whose assets in such separate account exceed 10% of the total assets of such separate account as of the date of such purchase, and the Company has advised you in writing (and in making the representations set forth in this paragraph (c) you are relying on such advice) that the Company is not a party-in-interest and that the Bonds are not employer securities (as described in Part I(d) of PTE 90-1) with respect to the particular employee benefit plans you have disclosed to the Company pursuant to this paragraph (c) (and for the purposes of this paragraph (c), all employee benefit plans maintained by the same employer or employee organization are deemed to be a single plan); or

(d) the Source is a bank collective investment fund, within the meaning of PTE 91-38 (issued July 12, 1991) and, except as disclosed by you to the Company in writing pursuant to this paragraph (d), no employee benefit plan or group of plans maintained by the same employer or employee organization beneficially owns more than 10% of all assets allocated to such collective investment fund (and for purposes of this paragraph (d), all employee benefit plans maintained by the same employer or employee organization are deemed to be a single plan); or

(e) the Source constitutes assets of an "investment fund" (within the meaning of Part VI of PTE 84-14 (the "QPAM Exemption")) managed by a "qualified professional asset manager" or "QPAM" (within the meaning of Part VI of the QPAM Exemption), no employee

benefit plan's assets that are managed by the QPAM in such investment fund, when combined with the assets of all other employee benefit plans established or maintained by the same employer or by an affiliate (within the meaning of Part VI(c)(1) of the QPAM Exemption) of such employer or by the same employee organization and managed by such QPAM, represent more than 20% of the total client assets managed by such QPAM, the, conditions of Part I(c) and (g) of the QPAM Exemption are satisfied, neither the QPAM nor a person controlling or controlled by the QPAM maintains an ownership interest in the Company that would cause the QPAM and the Company to be "related" within the meaning of Part VI(h) of the QPAM Exemption and (i) the identity of such QPAM and (ii) the names of any employee benefit plans whose assets are included in such investment fund, when combined with the assets of all other employee benefit plans established or maintained by the same employer or by an affiliate (within the meaning of Part VI(c)(1) of the QPAM Exemption) of such employer or by the same employee organizations, represent 10% or more of the assets of such investment fund, have been disclosed to the Company in writing pursuant to this paragraph (e); or

(f) the Source constitutes assets of a "plan(s)" (within the meaning of Part IV(h) of PTE 96-23 (the "INHAM Exemption")) managed by an "in-house asset manager" or "INHAM" (within the meaning of Part IV(a) of the INHAM Exemption), the conditions of Part I(a), (g) and (h) of the INHAM Exemption are satisfied, neither the INHAM nor a person controlling or controlled by the INHAM (applying the definition of "control" in Part IV(d)(3) of the INHAM Exemption) owns a 10% or more interest in the Company and (i) the identity of such INHAM and (ii) the name(s) of the employee benefit plan(s) whose assets constitute the Source have been disclosed to the Company in writing pursuant to this paragraph (f); or

(g) the Source is a governmental plan; or

(h) the Source is one or more employee benefit plans, or a separate account or trust fund comprised of one or more employee benefit plans, each of which has been identified to the Company in writing pursuant to this paragraph (h); or

(i) the Source does not include assets of any employee benefit plan, other than a plan exempt from the coverage of ERISA and that is not subject to tax under section 4975 of the Code.

As used in this Section 1.5, the terms "employee benefit plan", "governmental plan", "party in interest" and "separate account" shall have the respective meanings assigned to such terms in Section 3 of ERISA.

Section 1.6 Ratification of Representations. If an agent signs this Agreement on your behalf, your acceptance of delivery of the Bonds shall be deemed a ratification of the representations and warranties of Section 1.3 (Purchaser Representations) and Section 1.5 (Source of Funds; ERISA) of this Agreement and you acknowledge that you are in privity of contract with the Company.

Section 1.7 Future Changes. Each holder of a Bond (including any successors and assigns and any owner of a book-entry interest therein), solely by virtue of its acquisition thereof, shall have and be deemed to have irrevocably consented, without the need for any further action

or consent by such holder, to (A) such additions, deletions and other changes made to the Indenture ("Future Changes") (1) that add to the covenants of the Company in the Indenture, or surrender rights or powers of the Company therein, for the benefit of the holders of the outstanding bonds issued under the Indenture, (2) as shall be requested by the Trustee and its counsel, (3) as may be requested by the DPU or other regulatory authority having jurisdiction over the Company, or (4) otherwise, as shall be proposed by the Company after the date of the execution and delivery of the Supplemental Indenture, *provided* that (a) in the case of any Future Change described in clause (A)(4), such Future Change is not, in the reasonable judgment of the Company, inconsistent with the fundamental structure and terms of the Indenture, and (b) in the case of any Future Change described in clause (A)(3) or (A)(4), such Future Change does not, in the reasonable judgment of the Company, adversely affect in any material respect the interests of the holders of the bonds issued under the Indenture, including the Bonds; and (B) any Future Changes described in the Supplemental Indenture.

SECTION 2. REPRESENTATIONS AND WARRANTIES.

To induce you to enter into this Agreement and to purchase the Bonds listed on **Schedule I** to this Agreement opposite your name, the Company warrants, represents and undertakes as follows:

Section 2.1 Subsidiaries. The Company has no Subsidiaries. The nature of the Company's affiliation with the Parent is generally described in the Parent Form 10-K and the Parent Form 10-Qs.

Section 2.2 Corporate Organization and Authority. The Company:

(a) is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts;

(b) has all requisite power and authority (corporate and other) and all necessary licenses, permits and rights to own and operate its Properties and to carry on its business substantially as now conducted (except where the absence of any such license, permit, or right would not, individually or in the aggregate, have a material adverse effect on the Company's business, prospects, Properties or condition (financial or otherwise)); and

(c) has no Properties and carries on no activities in any jurisdiction which would require qualification, licensing or authorization to do business as a foreign corporation in such jurisdiction.

Section 2.3 Business, Property and Indebtedness.

(a) Nature of Business; Properties. The Parent Form 10-K and the Parent Form 10-Qs correctly describe the general nature of the business and principal Properties of the Company.

(b) Indebtedness. **Schedule II** to this Agreement correctly lists all outstanding Indebtedness for borrowed money (including, without limitation, purchase money obligations,

capital leases and contingent liabilities under guarantees) of the Company as of September 30, 2015 (provided that short-term Indebtedness may be expressed as an aggregate amount).

(c) Real Property. The Company does not own or lease real Property or operate a sales or business office (or both) or have any employees located in any jurisdiction other than the Commonwealth of Massachusetts.

Section 2.4 Financial Statements; Material Adverse Change Clause.

(a) Financial Statements. The audited income statements, balance sheet and statement of cash flows as of and for the period ended December 31, 2014 previously furnished to you by the Company (the "Financial Statements") have been prepared in accordance with GAAP, and present fairly the financial position of the Company as of such date and the results of its operations for such periods.

(b) Material Adverse Change. Since December 31, 2014, there has been no change in the business, prospects, Properties or condition (financial or otherwise) of the Company, except changes in the ordinary course of business, none of which, either individually or in the aggregate, has been materially adverse, nor can the Company reasonably foresee any such change.

Section 2.5 Full Disclosure. The Financial Statements, as of their respective dates and for the periods presented, do not, nor does the information relating to the Company contained in the Parent Form 10-K or the Parent Form 10-Qs, this Agreement or any written statement furnished by or on behalf of the Company to you in connection with the negotiation of the sale of the Bonds, as of the respective dates such information is given, contain any untrue statement of a material fact or omit a material fact necessary to make the statements contained therein or herein not misleading in the light of the circumstances under which they were made.

Section 2.6 Pending Litigation. There is no action at law, suit in equity or other proceeding or investigation (whether or not purportedly on behalf of the Company) in any court or by or before any other governmental or public authority or agency or any arbitrator, or, to the best knowledge of the Company, threatened against, the Company or any of its Properties (including, without limitation, any such action, suit, proceeding or investigation relating to any action or omission of the Company) which involves the reasonable possibility of materially and adversely affecting the business, prospects, Properties or condition (financial or other) of the Company, or the ability of the Company to perform its obligations under this Agreement, the Indenture or the Bonds. To the best of its knowledge after due inquiry, the Company is not in default in any material respect with respect to any judgment, order, writ, injunction or decree or demand of any court or other governmental or public authority or agency, or with respect to the award of any arbitrator.

Section 2.7 Title to Properties; Power of Eminent Domain.

(a) Title to Properties. The Mortgaged Property constitutes substantially all the Property of the Company, other than the Excepted Property. The Company has such title (or may obtain such title by the exercise of its power to condemn property) to its Property as is necessary to engage in its business, and substantially all such Property is in good repair, is

properly maintained and is suitable for the use for which it is intended. All real Property that constitutes the Mortgaged Property is located in the Commonwealth of Massachusetts. There is no outstanding Indebtedness of the Company or of any other Person for the purchase price or construction of, or for services, materials and supplies rendered or delivered in connection with the construction of, any Property, or for current operations, that has or could become the basis of a Lien prior to the Lien of the Indenture upon any portion or all of the Mortgaged Property, other than a Permitted Lien.

(b) Power of Eminent Domain. The Company has the power of eminent domain which it may exercise, subject to the requirements of law, in order to acquire any additional real Property that is necessary for it to perform its responsibilities as a public service company.

Section 2.8 Leases. The Company has the right to, and does, enjoy peaceful and undisturbed possession under all material leases to which it is a party or under which it is operating. All such leases are valid, subsisting and in full force and effect, and the Company is not in default under any such lease, and no event has occurred and is continuing, and no condition exists, that, after notice or the passage of time or both, could become a material default under any such lease. All material leases to which the Company is a party or under which the Company is operating are situated on real Property located in the Commonwealth of Massachusetts.

Section 2.9 Patents, Trademarks, Licenses, Etc. The Company holds, or holds in effect by acquiescence, and is in compliance in all material respects with, the terms of all material franchises, patents, trademarks, service marks, trade names, copyrights, certificates, permits, licenses, rights-of-way, easements, consents and other rights necessary for the Company to own and operate its Properties or carry on its business as currently conducted and (except for such franchises, patents, trademarks, service marks, trade names, copyrights, certificates, permits, licenses, rights-of-way, easements, consents and other rights as may be required to be obtained in the future) as currently proposed to be conducted, without, after due inquiry, any known conflicts with the rights of others, that either individually or in the aggregate could reasonably be expected to materially adversely affect or materially interfere with the operations of the Company's business.

Section 2.10 Sale is Legal and Authorized; Bonds are Enforceable.

(a) Sale is Legal and Authorized. Each of the sale of the Bonds by the Company and compliance by the Company with all of the provisions of this Agreement, the Indenture and the Bonds;

(i) is within the corporate powers of the Company; and

(ii) is legal and does not conflict with, result in any breach of any of the provisions of, constitute a default under, or result in the creation of any Lien (other than the Lien created by the Indenture) upon any Property of the Company under the provisions of any agreement, charter instrument, bylaw or other

instrument to which it is a party or by which it or any of its Property may be bound.

(b) Bonds are Enforceable. The obligations of the Company under this Agreement, the Indenture and the Bonds have been duly authorized by proper corporate action on the part of the Company (no action by the shareholders of the Company being required by law, any charter instrument or bylaws of the Company or otherwise), and this Agreement, the Indenture and the Bonds have been executed and delivered by the Company and are valid and binding obligations of the Company, enforceable against the Company in accordance with their respective terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or similar laws of general application relating to or affecting the enforcement of the rights of creditors or by equitable principles, whether considered in a proceeding in equity or at law.

Section 2.11 No Defaults. No event has occurred and no condition exists that, upon the issue of the Bonds, would constitute a Default or an Event of Default. The Company is not in violation in any respect of any term of any charter instrument or bylaw and is, to the best of its knowledge after due inquiry, not in violation in any material respect of any term in any agreement or other instrument to which it is a party or by which it or any of its Property may be bound. The Company is not in default in the payment of any Indebtedness.

Section 2.12 Regulation; Investment Company Act.

(a) The Company is subject to the jurisdiction of the DPU and various other state, federal and local governmental departments and regulatory and environmental commissions, agencies, authorities and bodies with respect to its business operations. The Company is not directly subject to the jurisdiction of the FERC. The nature and extent of such regulation are generally described in the Parent Form 10-K and the Parent Form 10-Qs.

(b) The Company is not, and is not directly or indirectly controlled by, or acting on behalf of any Person that is, an "investment company" within the meaning of the Investment Company Act of 1940.

Section 2.13 Regulatory Approval. Assuming that (i) the representations set forth in Section 1.3 (Purchaser Representations) and Section 2.17 (Private Offering) of this Agreement are correct, and (ii) the information contained in the letter to be furnished by KeyBanc Capital Markets Inc. to the Company on the Closing Date regarding the extent and manner of the offering of the Bonds is correct, no consent of, approval or authorization by, filing or registration with, or notice to any governmental or public authority or agency is required for the issuance, sale or delivery of the Bonds or the execution, delivery or performance of this Agreement or the Indenture by the Company, other than (a) the authorization of the DPU, which authorization has been duly obtained, is in full force and effect, and has not been appealed, abrogated, modified, stayed or suspended and no subsequent appeal would, under applicable law, affect the validity or enforceability of the Bonds, (b) the filing with the DPU following the Closing Date of the information with respect to the offer and sale of the Bonds specified in the DPU authorization, and (c) the recordings or filings, in respect of the Lien of the Indenture, required under the Indenture. The Company has furnished to your special counsel true, correct and complete copies

of (i) said authorization and (ii) as requested by you, all applications, petitions, reports and other papers, and any amendments and supplements thereto (hereinafter in this Section 2.13 referred to collectively as "applications"), heretofore filed with or submitted to the DPU by the Company in connection with its action to obtain said authorization. The applications did not contain, as of the respective dates of filing or submission thereof, any untrue or incorrect statements of material fact or omit to state any material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading. Prior to the Closing Date, the Company will furnish to your special counsel all subsequent applications, if any. The Company will file information with respect to the offer and sale of the Bonds as and when required by the DPU authorization.

Section 2.14 Consents. Neither the creation, authorization, issuance or sale of the Bonds, nor the execution, delivery or performance of this Agreement or the Supplemental Indenture, will require any vote, consent or approval in any manner of any creditor of, or investor (other than Parent) in, the Company.

Section 2.15 Taxes. All federal, state and other tax returns of the Company required by law to be filed have been duly filed and all federal, state and other taxes, assessments, fees and other governmental charges upon the Company or upon any of its respective Properties or assets that are due and payable have been paid, other than those not yet delinquent and except for those being contested in good faith by appropriate proceedings and for which adequate reserves have been established. There are no material Liens on any Properties or assets of the Company imposed or arising as a result of the delinquent payment or nonpayment of any such tax, assessment, fee or other governmental charge. The charges, accruals and reserves on the books of the Company in respect of federal and state income taxes for all fiscal years since December 31, 2014, and in respect of other taxes for all outstanding periods, are adequate and the Company does not know of any additional assessments for such years or any basis therefor. Other than fees paid in connection with the recording and filing of the Supplemental Indenture and related documents, there are no applicable taxes, fees or other governmental charges payable by the Company in connection with the execution and delivery of this Agreement or the offer, issuance, sale or delivery of the Bonds by the Company.

Section 2.16 Use of Proceeds; No Margin Regulation Violation.

(a) Use of Proceeds. The proceeds from the sale of the Bonds will be used to refinance existing indebtedness and for general corporate purposes.

(b) No Margin Regulation Violation. The Company does not own, directly or indirectly, and does not have the present intention of acquiring or owning, any "margin stock" (as such term is defined in Regulation U of the Board of Governors of the Federal Reserve System (12 C.F.R., Part 207, as amended)). The Company will not use any part of the proceeds from the sale of the Bonds, directly or indirectly, to "purchase or carry" (within the meaning of said Regulation U) any "security" (as defined in Section 3(10) of the Exchange Act) or to reduce or retire any indebtedness originally incurred to "purchase or carry" any such "security." None of the transactions contemplated by this Agreement (including, without limitation, the direct or indirect use of the proceeds from the sale of the Bonds) will violate or result in a violation of Section 7 of the Exchange Act or any regulations issued pursuant thereto, including, without

limitation, said Regulation U, Regulation T (12 C.F.R., Part 220, as amended) and Regulation X (12 C.F.R., Part 224, as amended) of said Board of Governors.

Section 2.17 Private Offering. Neither the Company nor, to the knowledge of the Company, KeyBanc Capital Markets Inc. (the only Person authorized or employed by the Company as agent, broker, dealer or otherwise in connection with the offering or sale of the Bonds or any similar Security of the Company) has offered any of the Bonds or any similar Security of the Company for sale to, or solicited offers to buy any thereof from, or otherwise approached or negotiated with respect thereto with, any prospective purchaser, other than you and up to sixteen (16) other institutional investors, each of whom was offered all or a portion of the Bonds at private sale for investment.

Section 2.18 Compliance with Law. The Company:

(a) is not, to the best of its knowledge after due inquiry, in violation of any laws, ordinances or governmental rules or regulations to which it is subject, the violation of which, either individually or in the aggregate, could reasonably be expected to materially and adversely affect the business, prospects, Properties or condition (financial or other) of the Company, and

(b) has not failed to obtain any licenses, permits, franchises or other governmental authorizations necessary to the ownership of its Property or to the conduct of its business, which violation or failure could, either individually or in the aggregate, reasonably be expected to materially and adversely affect the business, prospects, Properties or condition (financial or other) of the Company.

Neither the execution, delivery or performance of this Agreement or the Supplemental Indenture, nor the performance of the Indenture, nor the offer, issuance, sale or delivery of the Bonds, will cause the Company to be in violation of any law or any order, rule or regulation of any federal, state, county, municipal or other governmental or public authority or agency having jurisdiction over the Company or over its Properties, or the award of any arbitrator.

Section 2.19 ERISA. (a) The Company has not, with respect to any of the "employee benefit plans" established or maintained, or to which contributions have been made by the Company (the "Plans"), engaged in a "prohibited transaction" within the last six years that could subject the Company to a tax or penalty on prohibited transactions. No Plan that is subject to Part 3 of Subtitle B of Title I of ERISA or Section 412 of the Code failed to meet the "minimum funding standard" applicable to the Plan or had a "waived funding deficiency," as of the last day of the most recent fiscal year of such Plan ended prior to the date hereof. No liability to the PBGC has been incurred by the Company with respect to any Plan within the last six years, other than that owing for premium payments under Section 4006 of ERISA that are not yet due and payable. There has been no "reportable event" with respect to any Plan (including any Plan termination) within the last six years for which a timely notice to the PBGC, not otherwise waived by the PBGC, was not furnished, and since such date no event or condition has occurred that presents a material risk of termination of any Plan by the PBGC. As of December 31, 2014, the most recent valuation date, the actuarially determined present value of all "accrued benefits" under each Plan that is subject to Part 3 of Subtitle B of Title I of ERISA was approximately

$4.28 billion and the then current value of the assets of the respective Plan allocable to such benefits was approximately $5.05 billion. Insofar as the representations and warranties of the Company contained in the preceding sentences of this subsection (a) relate to any Plan that is a "multiemployer plan," such representations and warranties are made to the best knowledge of the Company after due inquiry.

(b) The execution and delivery of this Agreement and the Supplemental Indenture, and the issuance and sale by the Company, and the purchase by you hereunder, of the Bonds will not involve any prohibited transaction. This representation and warranty is made in reliance on your representations in Section 1.5 (Source of Funds; ERISA) hereof as to the source of the funds for your purchase of the Bonds. **Schedule III** hereto discloses all employee benefit plans with respect to which the Company is a "party in interest" or with respect to which any of the securities of the Company are "employer securities." If at any time before the Closing Date, the Company becomes a party in interest with respect to any other employee benefit plan or if its securities become employer securities with respect to any such employee benefit plan, then the Company will notify you in writing of any such employee benefit plan within 15 days after it becomes a party in interest or its securities become employer securities with respect to any such employee benefit plan (but in any event not later than the Closing Date).

(c) As used in this Section 2.19, the terms "accrued benefits," "employee benefit plans," and "party in interest" shall have the respective meanings assigned to such terms in Section 3 of ERISA; the terms "minimum funding standard" and "waived funding deficiency" shall have the meanings assigned to such terms in Section 302 of ERISA and Section 412 of the Code; the term "employer security" shall have the meaning assigned to it in Section 407(d)(1) of ERISA; the term "multiemployer plan" shall have the meaning assigned to such term in Section 4001 of ERISA; the term "prohibited transaction" shall have the meaning assigned to such term in Section 4975 of the Code and Section 406 of ERISA; and the term "reportable event" shall have the meaning assigned to such term in Section 4043 of ERISA.

Section 2.20 MGP Sites. **Schedule IV** hereto sets forth (x) all real Properties for which it could accrue liabilities or have responsibilities pursuant to Environmental Laws (hereafter, the "Disclosed MGP Sites") and (y) those Disclosed MGP Sites, as indicated therein, (i) that have been investigated by the Company and are known by the Company to contain manufactured gas plant impacted byproducts and (ii) that have not been investigated by the Company but are believed by the Company to contain manufactured gas plant impacted byproducts. As of the date hereof, the Company knows of no MGP Sites other than the Disclosed MGP Sites for which it could accrue liabilities or have responsibilities pursuant to Environmental Laws. Based upon the present knowledge of the Company, and based on the Massachusetts Department of Environmental Protection's current position concerning the Company's schedule for investigating and remediating the Disclosed MGP Sites (which the Company has no reason to believe will be changed), and based on the rate treatment currently authorized by the DPU, the Company does not believe that the Disclosed MGP Sites, individually or in the aggregate, could reasonably be expected to have a material adverse effect on the business, prospects, Properties or condition (financial or otherwise) of the Company.

Section 2.21 Reserved.

Section 2.22 Compliance with Environmental Laws. The Company is not in violation of applicable Environmental Laws, which violation could reasonably be expected to have a material adverse effect on the business, prospects, Properties or condition (financial or otherwise) of the Company. The Company has not received notification from any party that the Company has any liability under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.), or the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. Section 6901 et seq.), except as disclosed on **Schedule V** hereto. The Company does not believe the matters disclosed on **Schedule V** hereto are reasonably likely to have a material adverse effect on the Company's business, prospects, Properties or condition (financial or otherwise).

Section 2.23 Foreign Asset Control Regulations, Etc. Neither the Company nor any Controlled Entity is (i) a Person whose name appears on the list of Specially Designated Nationals and Blocked Persons published by the Office of Foreign Assets Control, United States Department of the Treasury ("OFAC") (an "OFAC Listed Person") (ii) an agent, department, or instrumentality of, or is otherwise beneficially owned by, controlled by or acting on behalf of, directly or indirectly, (x) any OFAC Listed Person or (y) any Person, entity, organization, foreign country or regime that is subject to any OFAC Sanctions Program, or (iii) otherwise blocked, subject to sanctions under or engaged in any activity in violation of other United States economic sanctions, including but not limited to, the Trading with the Enemy Act, the International Emergency Economic Powers Act, the Comprehensive Iran Sanctions, Accountability and Divestment Act ("CISADA") or any similar law or regulation with respect to Iran or any other country, the Sudan Accountability and Divestment Act, any OFAC Sanctions Program, or any economic sanctions regulations administered and enforced by the United States or any enabling legislation or executive order relating to any of the foregoing (collectively, "U.S. Economic Sanctions") (each OFAC Listed Person and each other Person, entity, organization and government of a country described in clause (i), clause (ii) or clause (iii), a "Blocked Person"). Neither the Company nor any Controlled Entity has been notified that its name appears or may in the future appear on a state list of Persons that engage in investment or other commercial activities in Iran or any other country that is subject to U.S. Economic Sanctions.

(a) No part of the proceeds from the sale of the Bonds hereunder constitutes or will constitute funds obtained on behalf of any Blocked Person or will otherwise be used by the Company or any Controlled Entity, directly or indirectly, (i) in connection with any investment in, or any transactions or dealings with, any Blocked Person, or (ii) otherwise in violation of U.S. Economic Sanctions.

(b) Neither the Company nor any Controlled Entity (i) has been found in violation of, charged with, or convicted of, money laundering, drug trafficking, terrorist-related activities or other money laundering predicate crimes under the Currency and Foreign Transactions Reporting Act of 1970 (otherwise known as the Bank Secrecy Act), the USA PATRIOT Act or any other United States law or regulation governing such activities (collectively, "Anti-Money Laundering Laws") or any U.S. Economic Sanctions violations, (ii) to the Company's actual knowledge after making due inquiry, is under investigation by any governmental authority for possible violation of Anti-Money Laundering Laws or any U.S. Economic Sanctions violations, (iii) has been assessed civil penalties under any Anti-Money Laundering Laws or any U.S. Economic Sanctions, or (iv) has had any of its funds seized or

forfeited in an action under any Anti-Money Laundering Laws or any U.S. Economic Sanctions. The Company has established procedures and controls which it reasonably believes are adequate (and otherwise comply with applicable law) to ensure that the Company and each Controlled Entity is and will continue to be in compliance with all applicable current and future Anti-Money Laundering Laws and U.S. Economic Sanctions.

(c) (1) Neither the Company nor any Controlled Entity (i) has been charged with, or convicted of bribery or any other anti-corruption related activity under any applicable law or regulation in a U.S. or any non-U.S. country or jurisdiction, including but not limited to, the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act 2010 (collectively, "Anti-Corruption Laws"), (ii) to the Company's actual knowledge after making due inquiry, is under investigation by any U.S. or non-U.S. governmental authority for possible violation of Anti-Corruption Laws, (iii) has been assessed civil or criminal penalties under any Anti-Corruption Laws or (iv) has been or is the target of sanctions imposed by the United Nations or the European Union;

(2) To the Company's actual knowledge after making due inquiry, neither the Company nor any Controlled Entity has, within the last five years, directly or indirectly offered, promised, given, paid or authorized the offer, promise, giving or payment of anything of value to any governmental official or employee, employee of any government-owned or government-controlled entity, political party, any official of a political party, candidate for political office, official of any public international organization or anyone else acting in an official capacity (each a "Governmental Official") or a commercial counterparty for the purposes of: (i) influencing any act, decision or failure to act by such Government Official in his or her official capacity or such commercial counterparty, (ii) inducing a Governmental Official to do or omit to do any act in violation of the Governmental Official's lawful duty, or (iii) inducing a Governmental Official or a commercial counterparty to use his or her influence with a government or instrumentality to affect any act or decision of such government or entity; in each case in order to obtain, retain or direct business or to otherwise secure an improper advantage in violation of any applicable law or regulation or which would cause any holder to be in violation of any law or regulation applicable to such holder; and

(3) No part of the proceeds from the sale of the Bonds hereunder will be used, directly or indirectly, for any improper payments, including bribes, to any Governmental Official or commercial counterparty in order to obtain, retain or direct business or obtain any improper advantage. The Company has established procedures and controls which it reasonably believes are adequate (and otherwise comply with applicable law) to ensure that the Company and each Controlled Entity is and will continue to be in compliance with all applicable current and future Anti-Corruption Laws.

SECTION 3. CONDITIONS OF OBLIGATION TO PURCHASE BONDS.

Your obligation to purchase and pay for the Bonds to be purchased by you on the Closing Date shall be subject to the satisfaction, prior to or concurrently with such purchase and payment, of the following conditions:

Section 3.1 Opinion of Your Special Counsel. You shall have received from Choate, Hall & Stewart LLP, who are acting as special counsel for you in connection with the transactions contemplated by this Agreement, an opinion, dated the Closing Date, in form and substance satisfactory to you, to the effect specified in **Schedule VI-A** hereof.

Section 3.2 Opinions of Counsel for the Company. You shall have received from Kerry J. Tomasevich, Assistant General Counsel of Eversource Energy Service Company, and Richard J. Morrison, Deputy General Counsel of Eversource Energy Service Company, counsel to the Company, opinions, dated the Closing Date, in form and substance satisfactory to you and your special counsel, to the effect specified in **Schedule VI-B** and **Schedule VI-C** hereof.

Section 3.3 Opinion of Counsel for the Trustee. You shall have received from Nixon Peabody LLP, counsel for the Trustee, an opinion, dated the Closing Date, in form and substance satisfactory to you and your special counsel, to the effect specified in **Schedule VI-D** hereof.

Section 3.4 Reserved.

Section 3.5 Documents Required by Indenture; Basis for Authentication. The Company shall have furnished to the Trustee the resolutions, certificates and other instruments and cash, if any, required to be delivered prior to or upon the issuance of the Bonds pursuant to the provisions of the Indenture. The Company shall have requested the Trustee to authenticate and the Trustee shall have authenticated the Bonds pursuant to Article Three, Section 2 (Additional Bonds on the Basis of Property Additions) of the Indenture. The Company shall be able to comply with all other conditions with respect to the authentication of the Bonds imposed by the Indenture.

Section 3.6 Recordings. On or prior to the Closing Date, the Supplemental Indenture shall have been duly authorized, executed and delivered by the Company and the Trustee, substantially in the form of Exhibit A hereof (with such changes therein as shall be agreed upon by you and the Company), and shall be in full force and effect, and the Indenture (including the Supplemental Indenture) and all other documents, including, without limitation, Uniform Commercial Code financing statements, shall have been duly executed and properly recorded or filed in such manner and in each jurisdiction in which recording is required to establish the mortgage Lien and security interest created by the Indenture as a first mortgage Lien on and/or a first security interest in the Mortgaged Property, subject only to Permitted Liens.

Section 3.7 Representations and Warranties True. The representations and warranties of the Company contained in Section 2 (Representations and Warranties) hereof shall be true on and as of the Closing Date with the same effect as though such representations and warranties had been made on and as of the Closing Date, and you shall have received an Officers' Certificate, dated the Closing Date, to that effect.

Section 3.8 Performance of the Company's Obligations. The Company shall have performed all of its obligations to be performed hereunder and under the Indenture prior to or on the Closing Date and you shall have received an Officers' Certificate, dated the Closing Date, to that effect.

Section 3.9 No Pending DPU Proceedings. The requisite authorization of the DPU referred to in Section 2.13 (Regulatory Approval) hereof shall be in full force and effect and shall not have been appealed, revoked, amended, stayed or suspended and there shall not be pending or, to the Company's best knowledge, contemplated any proceedings before or action of the DPU to abrogate or modify such authorization, and you shall have received an Officers' Certificate, dated the Closing Date, to that effect such authorization shall be legally sufficient to authorize the offer, issuance, sale and delivery of the Bonds and the execution, delivery and performance of this Agreement and the Supplemental Indenture by the Company, and there can be no abrogation or modification of such authorization after the delivery of the Bonds that would invalidate the Bonds or alter, diminish or void the obligations of the Company under this Agreement, the Indenture or the Bonds.

Section 3.10 No Default. No event shall have occurred, and no condition shall exist, which shall constitute a Default, or, after notice or the passage of time or both, could become a Default, and you shall have received an Officers' Certificate, dated the Closing Date, to that effect.

Section 3.11 Legality. The Bonds shall qualify as a legal investment for life insurance companies under the provisions of the insurance law of any jurisdiction to which you are subject, without reference to any so-called "basket" clause of such laws (or any clause that imposes limitations on particular investments, whether in the aggregate or individually), and you shall have received from the Company such information or evidence as you may reasonably request to enable you to determine whether such purchase is so permitted.

Section 3.12 Private Placement Number. On or prior to the Closing Date, your special counsel shall have duly made the appropriate filings with Standard & Poor's CUSIP Service Bureau, as agent for the National Association of Insurance Commissioners, in order to obtain a private placement number for the Bonds.

Section 3.13 Proceedings, Instruments, Etc. All proceedings and actions taken on or prior to the Closing Date in connection with the transactions contemplated by this Agreement, and all instruments incident thereto, shall be satisfactory in form and substance to you and your special counsel, and you and your special counsel shall have received copies of all such documents that you or they may reasonably have requested in connection with such proceedings, actions and transactions (including, without limitation, evidence of the correctness of representations and warranties contained herein and in the Supplemental Indenture, and evidence of compliance with the terms and the fulfillment of the conditions of this Agreement and the Indenture), in form and substance satisfactory to you and your special counsel.

SECTION 4. EXPENSES.

Whether or not the Bonds are sold or this Agreement is terminated, the Company will pay, and will save you harmless against liability for, all costs and expenses relating to this Agreement, the Supplemental Indenture or the Bonds, to any modification, amendment or alteration of this Agreement, the Indenture or the Bonds (whether or not the same have become effective), or to any enforcement of this Agreement, the Indenture or the Bonds, including, without limitation:

(a) the cost of printing, preparing and reproducing this Agreement, the Supplemental Indenture, the Bonds and every instrument of modification, amendment or alteration, the cost of all recordings and filings of or in respect of the foregoing, the cost of obtaining a private placement number from Standard and Poor's CUSIP Service Bureau for the Bonds, and the cost of any filings made with the National Association of Insurance Commissioners;

(b) the fees and disbursements of your special counsel, of your local counsel, if any, of all counsel for the Company and of the Trustee and counsel for the Trustee;

(c) your reasonable out-of-pocket expenses;

(d) the cost of delivering to the location you designate, insured to your satisfaction, the Bonds purchased by you on the Closing Date;

(e) all costs and expenses (including, without limitation, legal fees and disbursements) relating to any amendments, waivers or consents involving the provisions hereof, of the Indenture or of the Bonds (whether or not the same have become effective), including, without limitation, any amendments, waivers or consents resulting from any work-out, renegotiation or restructuring relating to the enforcement of this Agreement, the Indenture or the Bonds;

(f) the broker's or finder's fees of any Person retained by the Company in connection with the sale of the Bonds, it being represented and warranted by the Company that: (i) KeyBanc Capital Markets Inc. is the only Person authorized by the Company to act as agent on its behalf in connection with the sale of the Bonds, and (ii) such Person acted solely as agent for the Company and not as agent for you; and

(g) all taxes in connection with the issuance and original sale by the Company of the Bonds and in connection with any modification of the Bonds at the request of the Company, and will save you and any subsequent holder of the Bonds harmless without limitation as to time against any and all liabilities with respect to all such taxes, including any interest or penalty for nonpayment or delay in payment thereof and any income taxes paid by you in connection with any reimbursement by the Company therefor.

The obligations of the Company under this Section 4 shall survive the payment of the Bonds and the termination of this Agreement.

SECTION 5. CERTAIN SPECIAL RIGHTS.

In the event of any conflict between any provisions set forth below and the Indenture, the provisions set forth below shall control.

Section 5.1 Reserved.

Section 5.2 Delivery Expenses. If you surrender any Bond to the Company or the Trustee pursuant to this Agreement or the Indenture, or if the Company issues any new Bond pursuant to this Agreement or the Indenture (other than pursuant to requests of Bond holders for

exchanges), the Company will pay the cost of delivering to or from your office from or to the Company or the Trustee, insured to your satisfaction, the surrendered Bond or Bonds and any Bond or Bonds issued in substitution or replacement for the surrendered Bond or Bonds, in each case insured to your satisfaction.

Section 5.3 Indemnity for Destroyed, Lost or Stolen Bonds. The Company acknowledges that, for purposes of Article I, Section 7 of the Supplemental Indenture, any holder of Bonds that is an Institutional Holder may, as to the Issuer, satisfy its obligation to deliver security or indemnity in respect of destroyed, lost, or stolen Bonds, as set forth in Article II, Section 5 (Mutilated, Lost or Destroyed Bonds) of the Indenture, by delivering its own unsecured letter of indemnity in respect thereof.

Section 5.4 Reserved.

Section 5.5 No Presentation of Bonds. Notwithstanding any provisions of the Indenture to the contrary, no holder of Bonds shall be required to present or surrender such Bonds to the Company, the Trustee or any other Person prior to, or as a condition of, receiving any payment in respect thereof. You agree that you will deliver to the Company all Bonds registered in your name, at the time of final payment in full of all amounts due in respect thereof, within a reasonable period after such final payment.

SECTION 6. INFORMATION TO BE FURNISHED TO BONDHOLDERS.

Section 6.1 Financial and Other Statements. The Company shall deliver to you, if at the time you or your nominee holds any Bonds (or if you are obligated to purchase any Bonds), and to each other Institutional Holder of the then outstanding Bonds (and, in the case of the financial statements delivered pursuant to Section 6.1(b) (Financial and Other Statements (Company Annual Statements)) hereof, to the Securities Valuation Office, National Association of Insurance Commissioners, 195 Broadway, New York, New York 10007, provided that failure to do so shall not constitute a Default or an Event of Default):

(a) Company Quarterly Statements — as soon as practicable after the end of each quarterly fiscal period (other than the last quarter of each fiscal year) in each fiscal year of the Company, and in any event within 45 days thereafter, duplicate copies of:

(i) a balance sheet of the Company as at the end of such quarter, and

(ii) a statement of income of the Company for such quarter and (in the case of the second and third quarters) for the portion of the fiscal year ending with such quarter, and a statement of cash flows of the Company for the portion of the fiscal year ending with such quarter,

setting forth in each case in comparative form the figures for the corresponding periods in the previous fiscal year, all in reasonable detail, prepared in accordance with GAAP applicable to quarterly financial statements generally, and certified as complete and correct, subject to changes resulting from year-end adjustments, by a principal financial officer of the Company; if the Company at any time has any Subsidiaries, all of the foregoing financial statements shall be prepared on a consolidated basis;

(b) Company Annual Statements — as soon as practicable after the end of each fiscal year of the Company, and in any event within 90 days thereafter, duplicate copies of

(i) a balance sheet of the Company as at the end of such year, and

(ii) statements of income, comprehensive income, shareholders' equity and cash flows of the Company for such year,

setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail, prepared in accordance with GAAP, certified and accompanied by an opinion thereon of Deloitte & Touche LLP or other independent public accountants of recognized national standing selected by the Company, or other independent public accountants acceptable to you or the holders of a majority in principal amount of the Bonds then outstanding, which opinion shall state that such financial statements fairly present, in all material respects, the financial condition of the companies being reported upon and have been prepared in accordance with GAAP and that the examination of such accountants in connection with such financial statements has been made in accordance with generally accepted auditing standards; if the Company at any time has any Subsidiaries, all of the foregoing financial statements shall be prepared on a consolidated basis.

(c) Parent Quarterly Statements — as soon as practicable after the end of each quarterly fiscal period in each fiscal year (other than the last quarter of each fiscal year) of the Parent, and in any event within 45 days thereafter, duplicate copies of:

(i) a consolidated balance sheet of the Parent and its Subsidiaries as at the end of such quarter, and

(ii) consolidated statements of income of the Parent and its Subsidiaries for such quarter and (in the case of the second and third quarters) for the portion of the fiscal year ending with such quarter, and a consolidated statement of cash flows of the Parent and its Subsidiaries for the portion of the fiscal year ending with such quarter,

setting forth in each case in comparative form the figures for the corresponding periods in the previous fiscal year, all in reasonable detail, prepared in accordance with GAAP applicable to quarterly financial statements generally, and certified as complete and correct, subject to changes resulting from year-end adjustments, by a principal financial officer of the Parent; provided that delivery within the time period specified above of copies of the Parent's Quarterly Report on Form 10-Q prepared in compliance with the requirements therefor and filed with the SEC shall be deemed to satisfy the requirements of this Section 6.1(c);

(d) Parent Annual Statements — as soon as practicable after the end of each fiscal year of the Parent, and in any event within 90 days thereafter, duplicate copies of:

(i) a consolidated balance sheet and consolidated statements of capitalization of the Parent and its Subsidiaries, as at the end of such year, and

(ii) consolidated statements of income, shareholders' equity and cash flows of the Parent and its Subsidiaries, for such year,

setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail, prepared in accordance with GAAP, certified and accompanied by an opinion thereon of Deloitte & Touche LLP, or other independent public accountants of recognized national standing selected by the Parent, or other independent public accountants acceptable to you or the holders of a majority in principal amount of the Bonds then outstanding, which opinion shall state that such financial statements fairly present, in all material respects, the financial condition of the companies being reported upon and have been prepared in accordance with GAAP and that the examination of such accountants in connection with such financial statements has been made in accordance with generally accepted auditing standards; provided that the delivery within the time period specified above of the Parent's Annual Report on Form 10-K for such fiscal year (together with the Parent's annual report to shareholders, if any, prepared pursuant to Rule 14a-3 under the Exchange Act) prepared in accordance with the requirements therefor and filed with the SEC, together with the accountant's opinion described above, shall be deemed to satisfy the requirements of this Section 6.1(d);

(e) Audit Reports — promptly upon receipt thereof, a copy of each other report submitted to the Company by independent accountants in connection with any interim or special audit made by them of the books of the Company;

(f) SEC and Other Reports — promptly upon their becoming available one (1) copy of each financial statement, report, notice or proxy statement sent by the Parent or the Company to stockholders generally, and of each regular or periodic report, each registration statement that shall have become effective and each final prospectus and all amendments thereto filed by the Parent or the Company with the SEC;

(g) ERISA — promptly after becoming aware of the occurrence of any (i) "reportable event" (as such term is defined in Section 4043 of ERISA), other than reportable events with respect to which the 30-day notice period has been waived by applicable regulation, or (ii) non-exempt "prohibited transaction" (as such term is defined in Section 406 or Section 4975 of the Code) in connection with any Pension Plan or any trust created thereunder, a written notice specifying the nature thereof, what action the Company is taking or proposes to take with respect thereto, and, when known, any action taken by the IRS, the Department of Labor or the PBGC with respect thereto;

(h) ERISA Waivers — prompt written notice of and a description of any request pursuant to Section 303 of ERISA or Section 412 of the Code for, or notice of the granting pursuant to said Section 303 or Section 412 of, a waiver in respect of all or part of the minimum funding standard set forth in ERISA or the Code, as the case may be, of any Pension Plan, and, in connection with the granting of any such waiver, the amount of any waived funding deficiency (as such term is defined in said Section 303 or said Section 412) and the terms of such waiver;

(i) Other ERISA Notices — prompt written notice of and, where applicable, a description of (i) any notice from the PBGC in respect of the commencement of any proceedings

pursuant to Section 4042 of ERISA to terminate any Pension Plan or for the appointment of a trustee to administer any Pension Plan, (ii) any distress termination notice delivered to the PBGC under Section 4041 of ERISA in respect of any Pension Plan, and any determination of the PBGC in respect thereof, (iii) the placement of any Multiemployer Pension Plan in reorganization status under Title IV of ERISA, (iv) any Multiemployer Pension Plan becoming "insolvent" (as such term is defined in Section 4245 of ERISA under Title IV of ERISA), (v) the whole or partial withdrawal of the Company or any ERISA Affiliate from any Multiemployer Pension Plan and the "withdrawal liability" incurred under Section 4201 or 4204 of ERISA in connection therewith, and (vi) the withdrawal of the Company or any ERISA Affiliate from any Multiple Employer Pension Plan with respect to which it is a "substantial employer" under, and as defined in, Section 4001 of ERISA and the withdrawal liability under Section 4063 of ERISA incurred in connection therewith;

(j) Notice of Default or Event of Default — within 5 Business Days of a Designated Officer becoming aware of the existence of any condition or event that constitutes a Default or an Event of Default, a written notice specifying the nature and period of existence thereof and what action the Company is taking or proposes to take with respect thereto;

(k) Notice of Claimed Default — immediately upon becoming aware of the existence of a Default in respect of any Bond, or any default in respect of any evidence of indebtedness or other Security of the Company or any Subsidiary of the Company in an outstanding principal amount of at least $1,000,000, a written notice specifying any notice given or action taken by any holder thereof and the nature of the claimed Default or default and what action the Company is taking or proposes to take with respect thereto;

(l) Notice of Environmental Matters — within thirty (30) days of the Company becoming aware of:

(1) any proceeding, litigation, judgment or order by a governmental authority involving any Disclosed MGP Site or other MGP Site for which the Company is or is alleged to be responsible; or,

(2) any of the following, that, individually or in the aggregate, could reasonably be expected to have a material adverse effect on the business, prospects, Properties (taken as a whole) or condition (financial or otherwise) of the Company:

(A) the violation of any Environmental Law;

(B) any claim, demand, investigation, proceeding, cost recovery action, litigation, judgment, order or lien arising pursuant to any Environmental Law or from the release or disposal of any Hazardous Substance; or

(C) any other environmental, health or safety condition or occurrence.

(3) The Company shall deliver to any holder of the Bonds any such documents or records regarding the above matters that may be reasonably requested by any such holder and that may be obtained without need to initiate legal proceedings, except if such documents or records were generated by the Company for litigation and are protected from discovery or are otherwise protected from discovery or if such documents or records are covered by a written confidentiality agreement entered into by the Company for the purpose of maintaining the confidentiality of information provided to the Company by any Person other than an Affiliate; provided that upon the request of any holder of the Bonds the Company will use reasonable commercial efforts to obtain a waiver of the confidentiality undertaking contained in such written confidentiality agreement.

(m) Requested Information — with reasonable promptness, such other data and information as from time to time may be reasonably requested, including, without limitation, such financial or other information as may reasonably be requested to permit the holders of the Bonds to comply with the requirements of Rule 144A promulgated under the Securities Act in connection with a resale of the Bonds, provided that the transferee agrees to be bound by the confidentiality provisions contained in Section 6.3 (Inspection and Confidentiality) of this Agreement.

You may supply copies of any financial statements or reports furnished pursuant to this Section 6.1 to any regulatory authority having jurisdiction over you. The Company agrees to supply a reasonable number of additional copies of any of the materials referred to in this Section 6.1 upon written request.

Section 6.2 Officers' Certificates. Each set of financial statements delivered to you or any other holder of the Bonds pursuant to Section 6.1(b) (Financial and Other Statements (Company Annual Statements)) hereof shall be accompanied by a certificate of the President or a Vice-President and the Treasurer or an Assistant Treasurer of the Company setting forth that the signers have reviewed the relevant terms of this Agreement and the Indenture and have made, or caused to be made under their supervision, a review of the transactions and conditions of the Company from the beginning of the accounting period covered by the income statements being delivered therewith to the date of the certificate and that such review has not disclosed the existence during such period of any condition or event that constitutes a Default or an Event of Default or, if any such condition or event existed or exists, specifying the nature and period of existence thereof and what action the Company has taken or proposes to take with respect thereto.

Section 6.3 Inspection and Confidentiality. The Company shall permit any of your representatives, while you or your nominee holds any Bond, or the representatives of any other Institutional Holder of the Bonds, at your or such holder's expense (unless a Default or an Event of Default has occurred and is continuing, in which case at the Company's expense), to visit and inspect any of the Properties of the Company, to examine all their respective books of account, records, reports and other papers, to make copies and extracts therefrom, and to discuss its affairs, finances and accounts with its officers, employees and, if you reasonably believe that a Default or an Event of Default exists, with independent public accountants (and by this provision

the Company authorizes said accountants to discuss the finances and affairs of the Company) provided that prior notice of the request by you for such discussions is given to the Company (unless a Default has occurred, in which case no prior notice shall be required) all at such reasonable times and as often as may be reasonably requested.

All information that is furnished to or obtained by any holder of Bonds pursuant to Section 6.1 (Financial and Other Statements) hereof; Section 6.2 (Officers' Certificates) hereof, or this Section 6.3 shall be received and held in confidence unless or until the same has been publicly disclosed (other than by or on behalf of any Bond holder); provided, however, that any holder of Bonds shall not in any way be inhibited in the use of such information in order to determine and enforce compliance with the terms and conditions of this Agreement or the Indenture or take any lawful action that it deems necessary to protect its interests herein and in the Bonds or the Indenture, and provided, further, that any holder of Bonds may furnish any such information in compliance with any court order or the requirements of any regulatory body, agency, authority or commission to whose jurisdiction such holder may be subject, to its independent accountants, attorneys or to any Person to whom such holder owes any duty of disclosure, to the National Association of Insurance Commissioners, rating agencies and to any Institutional Holder to whom such holder is considering selling any Bonds. It is understood that no Bond holder shall be liable to the Company or to any other Person in damages for failure to comply with the undertaking contained in this paragraph except in any case involving gross negligence or willful misconduct by such holder.

SECTION 7. COVENANTS.

In the event of any conflict between any provisions set forth below and the Indenture, the provisions set forth below shall control.

Section 7.1 Purchase of the Bonds. The Company shall not, nor shall it permit any of its Subsidiaries or Affiliates to, directly or indirectly, acquire or make any offer to acquire any Bonds unless the Company or any such Subsidiary or Affiliate has offered to acquire Bonds, pro rata, from all holders of Bonds, upon the same terms.

Section 7.2 Bondholder Expenses on Acceleration. So long as any Bond is outstanding, upon the rescission and annulment of a declaration of acceleration and its consequences, the Company shall pay the reasonable expenses, disbursements and advances of each holder of Bonds (including, without limitation, the reasonable fees and disbursements of its counsel).

Section 7.3 Transmission of Funds. The Trustee shall transmit to each holder of Bonds, by wire transfer of immediately available funds as provided in **Schedule I** hereto, or in such other manner as may be directed or to such other address in the United States of America as may be designated in writing by such holder, all funds received by it (whether by means of foreclosure on the Mortgaged Property or otherwise) that are payable in respect of the Bonds. Except during the pendency of a Default or an Event of Default, such wire transmissions shall be made on the same day as the Trustee receives collected funds if such receipt occurs prior to 12:00 noon, Boston, Massachusetts time, on such day and, in all other cases, on the next succeeding Business Day.

Section 7.4 Compensation and Reimbursement. The Company agrees to indemnify any holder of Bonds that has made a payment to the Trustee as the result of any security or indemnity given to the Trustee by such holder pursuant to Article IX, Section 4 (Entitled to Indemnification) of the Indenture, in circumstances where the Company would otherwise have been obligated under the terms of the Indenture or this Agreement to reimburse the Trustee or any holder of the Bonds for, or indemnify the Trustee or any holder of the Bonds against, the costs, expenses and/or liabilities for which such payment was made.

Section 7.5 Defaults and Acceleration. (a) Pursuant to the Indenture, for purposes of determining whether a Default or Event of Default exists with respect to the Bonds, but only with respect to the Bonds, the following shall also constitute Events of Default under the Indenture:

(i) default in the performance, or breach, of any covenant or warranty in this Agreement (other than (1) Section 6.1(l) (Financial and Other Statements (Notice of Environmental Matters)) hereof or (2) a covenant or warranty a default in the performance or breach of which is specifically dealt with elsewhere in this Agreement), and continuance of such default or breach for a period of 30 days after the Company is notified of such an event; or

(ii) default in any representation or warranty made by the Company herein, or made by the Company in any statement or certificate furnished by the Company in connection with the consummation of the issuance and delivery of the Bonds is untrue in any material respect as of the date of the issuance or making thereof; or

(iii) the Company or any of its Subsidiaries defaults in any payment, beyond any period of grace provided with respect thereto, of principal of, or premium or interest on, any obligation for borrowed money having an outstanding principal amount of $10,000,000 or more; or

(iv) default in the performance, or breach, of any covenant or warranty in the documents governing any secured Indebtedness beyond any period of grace provided with respect thereto; or

(v) a final, non-appealable judgment in an amount in excess of $10,000,000 above available insurance coverage (so long as the insurer shall have agreed, in writing at the time such judgment becomes final, that it is responsible for payment of such judgment up to the limit of available coverage) is rendered against the Company or any of its Subsidiaries and, within 60 days after entry thereof, such judgment is not discharged.

(b) In addition to the sums stated to be payable pursuant to Article VII, Section 7 (Trustee May Recover Judgment in Case of Default in Payment of Principal or Interest When Due) of the Indenture, upon the occurrence of the defaults referred to therein or herein, the Company shall pay the Make-Whole Amount, calculated as of the time of such payment, in the manner set forth in the Supplemental Indenture, to each holder.

Section 7.6 Default Rate of Future Series. The Company shall not issue any Securities (as defined in the Indenture) (i) for which the rate at which overdue principal, interest and/or premium, if any, bear interest (a "Default Rate") is in excess of the sum of (x) the rate per annum at which the principal of such Securities that is not overdue accrues interest generally and (y) two percent (2%) per annum; or (ii) for which any Default Rate shall apply to any portion of principal that is not overdue; in each case unless the Company amends the Bonds so that the terms of the Bonds are no less favorable to holders of the Bonds than the terms of such Securities, solely with respect to the calculation of default interest rates set forth in subsections (i) and (ii) of this Section 7.6.

SECTION 8. INTERPRETATION OF AGREEMENT.

Section 8.1 Definitions. Except as the context shall otherwise require, the following terms shall have the following meanings for all purposes of this Agreement (the definitions to be applicable to both the singular and the plural forms of the terms defined, where either such form is used in this Agreement):

The term "Accredited Investor" shall have the meaning ascribed to such term in Section 2(a)(15) of, or Rule 501(a) under, the Securities Act.

The term "Affiliate" of any Person shall mean any Person which, directly or indirectly, controls or is controlled by or is under common control with such Person and, without limiting the generality of the foregoing, shall include (a) any Person beneficially owning or holding 5% or more of any class of voting securities of such Person or (b) any other Person of which such first- mentioned Person owns or holds 5% or more of any class of voting securities. For the purposes of this definition, "control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or by contract or otherwise; provided that the fact that a Person may be a member of the Board of Directors or an officer of such Person shall not by itself be a presumption of control, and provided, further, that in no event shall the fact that a Person is a holder of indebtedness of such Person be considered to enable such Person to direct or cause the direction of the management and policies of such Person.

The term "Anti-Corruption Laws" shall have the meaning assigned thereto in Section 2.23 (Foreign Asset Control Regulations, Etc.) hereof.

The term "Anti-Money Laundering Laws" shall have the meaning assigned thereto in Section 2.23 (Foreign Asset Control Regulations, Etc.) hereof.

The term "Blocked Person" shall have the meaning assigned thereto in Section 2.23 (Foreign Asset Control Regulations, Etc.) hereof.

The term "Bonds" shall have the meaning assigned thereto in Section 1.1 (Issue of Bonds and Security) hereof.

The term "Business Day" shall mean a day other than a Saturday, Sunday or legal holiday or the equivalent for banking institutions generally (other than a moratorium) in Boston, Massachusetts or New York, New York.

The term "CISADA" shall have the meaning assigned thereto in Section 2.23 (Foreign Asset Control Regulations, Etc.) hereof.

The term "Closing Date" shall have the meaning assigned thereto in Section 1.2 (Sale of Bonds) hereof.

The term "Code" shall mean the Internal Revenue Code of 1986, as amended.

The term "Company" shall have the meaning assigned thereto in the Introduction to this Agreement.

The term "Controlled Entity" shall mean (i) any of the Subsidiaries of the Company and any of their or the Company's respective Controlled Affiliates and (ii) Parent and its Controlled Affiliates. As used in this definition, "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

The term "Default" shall mean any event or condition, the occurrence of which would, with the lapse of time or the giving of notice, or both, constitute an Event of Default.

The term "Default Rate" shall have the meaning set forth in Section 7.6 (Default Rate of Future Series) hereof.

The term "Designated Officer" shall mean any officer of the Company who may sign an Officers' Certificate under the Indenture.

The term "Disclosed MGP Site" shall have the meaning set forth in Section 2.20 (MGP Sites) hereof.

The term "DPU" shall mean the Massachusetts Department of Public Utilities.

The term "Environmental Law" shall mean any federal, state or local, statute, law, regulation, ordinance, order, consent decree, judgment, permit, license, code, common law or other legal requirement now or, for purposes of Section 6.1(l) (Financial and Other Statements (Notice of Environmental Matters)), hereafter enacted pertaining to protection of the environment, health or safety of persons, natural resources, conservation, wildlife, waste management, any Hazardous Substance, and pollution (including, without limitation, regulation of releases and disposals to air, land, water and groundwater), and includes, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Action of 1986, 42 U.S.C. §§9601 et seq., Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ et seq., Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 U.S.C. §§1251 et seq., Clean Air Act of 1966, as amended, 42 U.S.C. §§7401 et seq., Toxic Substances Control

Act of 1976, 15 U.S.C. §§2601 et seq., Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§651 et seq., Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§11001 et seq., National Environmental Policy Act of 1975, 42 U.S.C. §§4321 et. seq., Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§300(f) et seq., and any similar or implementing state law, and all amendments, rules, regulations and publications promulgated thereunder.

The term "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended.

The term "ERISA Affiliate" shall mean any corporation or trade or business that (i) is a member of the same controlled group of corporations (within the meaning of Section 414(b) of the Code) as the Company or (ii) is under common control (within the meaning of Section 414(c) of the Code) with the Company.

The term "Event of Default" shall mean one of the "events of default" enumerated in Section 7.5(a) (Defaults and Acceleration) hereof; Article VII (Remedies on Default) of the Indenture.

The term "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended.

The term "FERC" shall mean the Federal Energy Regulatory Commission.

The term "Future Changes" shall have the meaning assigned thereto in Section 1.7 (Future Changes) hereof.

The term "GAAP" shall mean generally accepted accounting principles as in effect from time to time in the United States of America.

The term "Governmental Official" shall have the meaning assigned thereto in Section 2.23 (Foreign Asset Control Regulations, Etc.) hereof.

The term "Hazardous Substance" shall mean any hazardous or toxic chemical, waste, byproduct, pollutant, contaminant, product, material or substance, including without limitation, asbestos, polychlorinated biphenyls, petroleum (including crude oil or any fraction thereof) and any substance defined as a hazardous substance or waste pursuant to an Environmental Law.

The terms "hereof," "herein," "hereunder" and other words of similar import shall be construed to refer to this Agreement as a whole and not to any particular Section or other subdivision.

The term "heretofore" shall be construed to refer to the time prior to the date of original execution and delivery by the Company of this Agreement.

The term "holder" (with respect to any Bond) shall mean the Person in whose name a bond is registered in the register of Bonds maintained pursuant to the Indenture.

The term "Indebtedness" with respect to any Person shall mean all items (other than capital stock and surplus) that, in accordance with GAAP, would be shown on the liability side of a balance sheet of such Person as of the date on which indebtedness is to be determined. The term "Indebtedness" shall also include, whether or not so reflected, (a) debt, obligations and liabilities secured by any Lien existing on Property owned by such Person if such Property is subject to such Lien, whether or not the debt, obligations or liabilities secured thereby have been assumed; (b) debt that has been removed in substance from the balance sheet of the. Company as a result of the in-substance defeasance thereof; (c) obligations of such Person under any lease that is required under GAAP prevailing on the date of determination to be shown on the liability side of a balance sheet of such Person or that, whether or not required to be so shown, contains terms that require the payment of lease rentals whether or not the Property leased thereunder shall exist or can be used for the purpose for which it has been leased, or provides for a termination payment calculated to be sufficient to retire any debt, obligations or liabilities secured by a Lien on such lease or on the Property leased thereunder; (d) all obligations of such Person guaranteeing or in effect. guaranteeing any indebtedness, dividend or other obligation of any other Person; and (e) all obligations of such Person to purchase any materials, supplies or other Property, or to obtain the services of any other Person, if the relevant contract or other related document requires that payment for such materials, supplies or other Property, or for such services, shall be made regardless of whether or not delivery of such materials, supplies or other Property is ever made or tendered or such services are ever performed or tendered.

The term "Indenture" shall have the meaning assigned thereto in Section 1.1 (Issue of Bonds and Security) hereof.

The term "INHAM Exemption" shall have the meaning assigned thereto in Section 1.5 (Source of Funds; ERISA) hereof.

The term "Institutional Holder" shall mean (a) you and any of your Affiliates or nominees, and (b) any insurance company, bank, savings and loan association, trust company, investment company, charitable foundation, employee benefit plan (as defined in ERISA) or other institutional investor or financial institution that is the record or beneficial owner of not less than $1,000,000 in aggregate principal amount of the Bonds outstanding, provided that this limitation shall not be applicable in the event that the aggregate principal amount of the outstanding Bonds is less than $1,000,000.

The term "IRS" shall mean the Internal Revenue Service and any successor agency.

The term "Lien" shall mean any interest in Property securing an obligation owed to, or a claim by, any Person other than the owner of the Property, whether such interest is based on the common law, statute or contract, and including the Lien or security interest arising from a mortgage, encumbrance, pledge, conditional sale or trust receipt, or from a lease, consignment or bailment for security purposes. The term "Lien" shall also include reservations, exceptions, encroachments, easements, rights-of-way, covenants, conditions, restrictions, leases and other title exceptions and encumbrances affecting Property. For purposes of this Agreement, a Person shall be deemed to be the owner of any Property that it has acquired or holds subject to a conditional sale agreement or other arrangement (including a leasing arrangement) pursuant to

which title to the Property has been retained by or vested in some other Person for security purposes.

The term "MGP Site" shall mean any real property upon which a manufactured gas plant or facility manufacturing gas from coal or petroleum is or was located.

The term "Mortgaged Property" shall have the meaning assigned thereto in Section 1.1 (Issue of Bonds and Security) hereof.

The term "Multiemployer Pension Plan" shall mean any "multiemployer pension plan" (as defined in Section 3(37) of ERISA) in respect of which the Company or any ERISA Affiliate is an "employer" (as such term is defined in Section 3 of ERISA).

The term "Multiple Employer Pension Plan" shall mean any employee benefit plan within the meaning of Section 3(3) of ERISA other than a Multiemployer Pension Plan, subject to Title IV of ERISA, to which the Company or any ERISA Affiliate and an "employer" (as such term is defined in Section 3 of ERISA) other than an ERISA Affiliate or the Company contribute.

The term "NAIC Annual Statement" shall have the meaning assigned thereto in Section 1.5 (Source of Funds; ERISA) hereof.

The term "OFAC" shall have the meaning assigned thereto in Section 2.23 (Foreign Asset Control Regulations, Etc.) hereof.

The term "OFAC Listed Person" shall have the meaning assigned thereto in Section 2.23 (Foreign Asset Control Regulations, Etc.) hereof.

The term "OFAC Sanctions Program" shall mean any economic or trade sanction that OFAC is responsible for administering and enforcing. A list of OFAC Sanctions Programs may be found at http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx.

The term "Officers' Certificate" shall mean a certificate executed on behalf of the Company by the Chairman of the Board, the President, any Vice President, the Treasurer, the Controller or the chief financial officer of the Company.

The term "Parent" shall mean Eversource Energy, a voluntary association organized under the laws of the Commonwealth of Massachusetts, and its successors and assigns.

The term "Parent Form 10-K" shall mean the Annual Report on Form 10-K of Parent for the fiscal year ended December 31, 2014.

The term "Parent Form 10-Q" shall mean each of the Quarterly Reports on Form 10-Q of Parent for the quarters ended March 31, 2015 and June 30, 2015.

The term "PBGC" shall mean the Pension Benefit Guaranty Corporation and any successor corporation or governmental agency.

The term "Pension Plan" shall mean any "employee pension benefit plan" (as such term is defined in Section 3 of ERISA) maintained by the Company or any ERISA Affiliate for employees of the Company or such ERISA Affiliate, excluding any Multiemployer Pension Plan, but including, without limitation, any Multiple Employer Pension Plan.

The term "Person" shall mean an individual, corporation, partnership, limited liability company, trust, estate, unincorporated organization or government or an agency or political subdivision thereof.

The term "Plans" shall have the meaning assigned thereto in Section 2.19 (ERISA) hereof.

The term "Property" shall mean any interest in any kind of property or asset, whether real, personal or mixed, and whether tangible or intangible.

The term "PTE" shall have the meaning assigned thereto in Section 1.5 (Source of Funds; ERISA) hereof.

The term "Purchasers" shall mean and include each of the purchasers of the Bonds named in **Schedule I** to this Agreement.

The term "QPAM Exemption" shall have the meaning assigned thereto in Section 1.5 (Source of Funds; ERISA) hereof.

The term "Qualified Institutional Buyer" shall have the meaning assigned thereto in Rule 144A under the Securities Act.

The term "SEC" shall mean the Securities and Exchange Commission.

The term "Security" shall have the same meaning as in Section 2(a)(1) of the Securities Act.

The term "Securities Act" shall mean the Securities Act of 1933, as amended.

The term "Source" shall have the meaning assigned thereto in Section 1.5 (Source of Funds; ERISA) hereof.

The term "Subsidiary" shall mean any corporation of which more than 50% of the Voting Stock is at the time directly or indirectly owned by the Company or the Parent, as the case may be.

The term "Supplemental Indenture" shall have the meaning assigned thereto in Section 1.1 (Issue of Bonds and Security) hereof.

The term "this Agreement" shall mean this Bond Purchase Agreement (including the annexed Schedules and Exhibits), as it may from time to time be amended, supplemented or modified, in accordance with its terms.

The term "Trustee" shall have the meaning assigned thereto in Section 1.1 (Issue of Bonds and Security) hereof.

The term "U.S. Economic Sanctions" shall have the meaning assigned thereto in Section 2.23 (Foreign Asset Control Regulations, Etc.) hereof.

The term "Voting Stock" shall mean the stock of any class or classes of a corporation the holders of which are ordinarily, in the absence of contingencies, entitled to elect a majority of the corporate directors (or persons performing similar functions).

Section 8.2 Directly or Indirectly. Any provision in this Agreement referring to action that any Person is prohibited from taking shall be applicable whether such action is taken directly or indirectly by such Person.

Section 8.3 Accounting Terms. All accounting terms used herein that are not otherwise expressly defined herein or in the Indenture shall have the meanings respectively given to them in accordance with GAAP applicable to a company in the same business as the Company, including applicable accounting rules imposed by an regulatory agency with jurisdiction over the Company.

Section 8.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

Section 8.5 Headings. The headings of the Sections and other subdivisions of this Agreement have been inserted for convenience only and shall not be deemed to constitute a part hereof.

SECTION 9. MISCELLANEOUS.

Section 9.1 Notices. (a) Unless otherwise expressly specified by the terms hereof, all notices and other communications under this Agreement shall be in writing and shall be mailed by first class mail, postage prepaid, or by prepaid overnight courier (i) if to you, to you at your address shown in **Schedule I** to this Agreement, marked for attention as there indicated, or at such other address as you may have furnished to the Company in writing, (ii) if to any other holder of a Bond, to it at the address listed in the books for the registration and registration of transfer of Bonds, or at such other address as such holder may have furnished to the Company in writing and (iii) if to the Company, to it at its address shown at the head of this Agreement, or at such other address as it may have furnished in writing to you and all other holders of the Bonds at the time outstanding.

(b) Any written communication so addressed and mailed by registered or certified mail (in each case, with return receipt requested) or prepaid overnight courier shall be deemed to have been given when so mailed. All other written communications shall be deemed to have been given upon receipt thereof.

Section 9.2 Reproduction of Documents. This Agreement and all documents relating hereto, including, without limitation, (a) consents, waivers and modifications that may hereafter be executed, (b) documents received by you at the closing of your purchase of the Bonds

(including specimens of the Bonds but not the Bonds themselves) and (c) financial statements, certificates and other information previously or hereafter furnished to you, may be reproduced by you by any photographic, photostatic, microfilm, microcard, miniature photographic or other similar process and you may destroy any original documents so reproduced. The Company agrees and stipulates that it will not object to the admission in evidence of such reproduction as the original itself in any judicial or administrative proceeding (whether or not the original is in existence and whether or not such reproduction was made by you in the regular course of business) on the grounds that it is a reproduction and that any enlargement, facsimile or further reproduction of such reproduction shall have the benefit of this Section 9.2.

Section 9.3 Survival; Severability.

(a) Survival. All representations, warranties, and covenants made by the Company herein or in any certificate or other instrument delivered by it or on its behalf under this Agreement on or prior to the Closing Date shall be considered to have been relied upon by you and shall survive the delivery to you of the Bonds purchased by you, regardless of any investigation made by you or on your behalf, and shall survive the final payment at maturity of the Bonds with respect to causes of action accruing after said date of final payment and maturity. All statements in any such certificate or other instrument shall constitute representations and warranties *as* of the Closing Date by the Company hereunder.

(b) Severability. If any provision of this Agreement is invalid or unenforceable under applicable law, such provision is and shall be ineffective, to the extent to which it is contrary to applicable law, but the remaining provisions of this Agreement shall remain in effect and shall not be affected thereby.

Section 9.4 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the successors and assignees of each of the parties (including each subsequent holder of the Bonds, unless otherwise provided herein). The provisions of this Agreement are intended to be for your benefit and for the benefit of all holders from time to time of the Bonds and shall be enforceable by you and any other such holder, whether or not an express assignment to such holder of rights under this Agreement has been made by you or your successors or assigns.

Section 9.5 Amendment and Waiver. This Agreement may be amended, and the observance of any term of this Agreement may be waived, with (and only with) the written consent of the Company and holders of more than fifty percent (50%) in aggregate unpaid principal amount of the Bonds at the time outstanding (exclusive of Bonds then owned or held by the Company or any Subsidiary or other Affiliate thereof); provided, however, that no such amendment or waiver shall, without the written consent of the holders of all the Bonds at the time outstanding (exclusive of Bonds then owned or held by the Company or any Subsidiary or other Affiliate thereof), (a) amend this Section 9.5 or (b) amend Section 7.5 (Defaults and Acceleration) hereof. Nothing herein shall be deemed to amend Article XI (Supplemental Indentures) of the Indenture.

Section 9.6 Amendment of DPU Authorization. The Company hereby covenants that, without the prior written consent of the holders of all the Bonds at the time outstanding, it will

not petition or otherwise request that the DPU revoke or amend the authorization of the DPU referred to in Section 2.13 (Regulatory Approval) hereof with respect to the issuance of the Bonds in any manner that would invalidate the Bonds or alter, diminish or void the obligations of the Company under this Agreement, the Indenture or the Bonds.

Section 9.7 Duplicate Originals; Execution and Counterparts. Two or more duplicate originals of this Agreement may be signed by the parties, each of which shall be an original but all of which together shall constitute one and the same instrument. This Agreement may be executed in one or more counterparts and shall be effective when at least one counterpart has been executed by each party hereto, and each set of counterpart which, collectively, show execution by each party hereto shall constitute one duplicate original. Delivery of an executed counterpart of a signature page to this Agreement by facsimile, PDF or telecopier transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

If the foregoing is satisfactory to you, please sign the form of acceptance on the enclosed counterpart or counterparts hereof and return the same to the Company, whereupon this letter, as so accepted, shall become a binding contract between you and the Company.

Very truly yours,

NSTAR GAS COMPANY
doing business as EVERSOURCE ENERGY

By: _____
Name: Philip J. Lembo
Title: Vice President and Treasurer

[redacted]

If the foregoing is satisfactory to you, please sign the form of acceptance on the enclosed counterpart or counterparts hereof and return the same to the Company, whereupon this letter, as so accepted, shall become a binding contract between you and the Company.

Very truly yours,

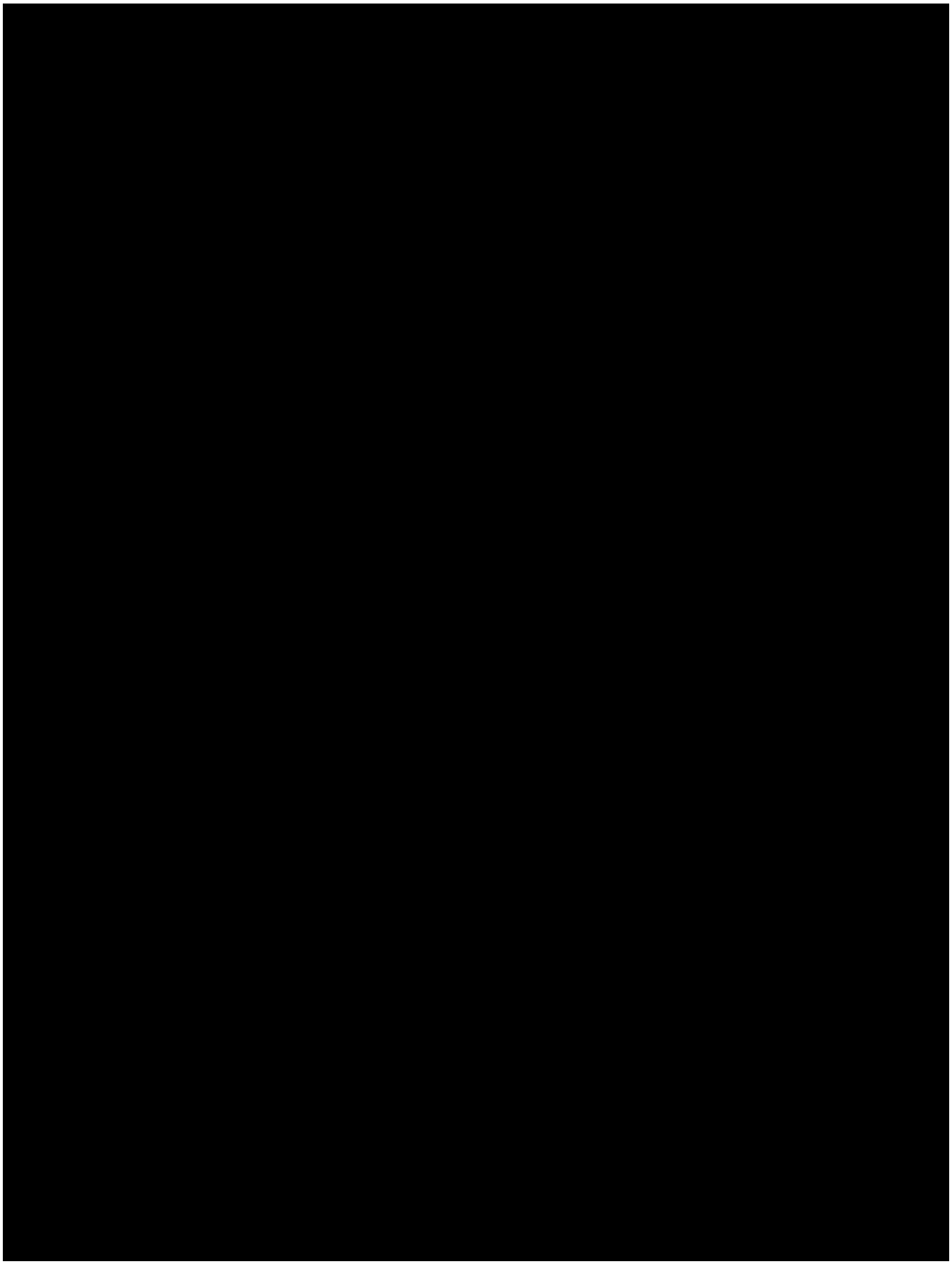
NSTAR GAS COMPANY
doing business as EVERSOURCE ENERGY

By: _____
Name: Philip J. Lembo
Title: Vice President and Treasurer

[redacted]

REDACTED

SCHEDULE I



REDACTED

SCHEDULE II

INDEBTEDNESS

As of September 30, 2015

1. Long-Term Debt:

First Mortgage Bonds	Amount
9.95% Series J due 2020	$25 million
7.11% Series K due 2033	$35 million
7.04% Series M due 2017	$25 million
4.46% Series N due 2020	$125 million
	$210 million

2. Short-Term Debt:

Securities	Amount
Notes Payable to Eversource Energy	$44.0 million

3. Capital Leases: $0.00

4. Surety Bonds: $1,906,500.00

SCHEDULE III

EMPLOYEE BENEFIT PLANS

All employee benefit plans with respect to which the Company is a “party in interest” or with respect to which any of the securities of the Company are “employer securities.”

Eversource Retirement Plan

Eversource 401k Plan

Eversource Retiree Health Plan

Eversource Retiree Life Insurance Plan

Eversource Flexible Benefits Plan

Eversource Med-Vantage Plan

SCHEDULE IV

LOCATION OF DISCLOSED MGP SITES

New Bedford, MA – The site is located in a commercial area adjacent to New Bedford Harbor, off of MacArthur Drive (Rte. 18).

Framingham, MA – The site is located in a commercial area off Irving Street and Leland Street.

Milford, MA – The site is located in a combined commercial and residential area between Beach Street and Pond Street near the Charles River aqueduct.

Plymouth, MA – The site is located in a combined commercial and residential area off Howland Street near Plymouth Harbor and downtown Plymouth.

Worcester, MA – The site is located in a commercial area off Quinsigamond Avenue near Lafayette and Southbridge Streets, across from Compton Park.

SCHEDULE V

COMPLIANCE WITH ENVIRONMENTAL LAWS

Notices pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or the Resource Conservation and Recovery Act of 1976, as amended.

None.

REDACTED

SCHEDULE VI-A

REDACTED

CHOATE

CHOATE HALL & STEWART LLP

December 8, 2015

To each entity named in Schedule I hereto

Re: NSTAR Gas Company doing business as Eversource Energy
$100,000,000 First Mortgage 4.35% Bonds, Series O, Due 2045

Ladies and Gentlemen:

We have acted as your special counsel in connection with your several purchases from NSTAR Gas Company doing business as Eversource Energy, a Massachusetts corporation (the "**Company**"), of its First Mortgage 4.35% Bonds, Series O, Due 2045 in the aggregate principal amount of $100,000,000 (the "**Bonds**"), pursuant to separate Bond Purchase Agreements dated December 8, 2015 between each of you and the Company (collectively, the "**Agreement**"). This letter is delivered to you pursuant to Section 3.1 of the Agreement. Capitalized terms used but not defined herein have the respective meanings ascribed to them in the Agreement.

We have reviewed (i) the Agreement, (ii) a letter from KeyBanc Capital Markets Inc. (the "**Offeree Letter**") and (iii) originals (or copies certified or otherwise identified to our satisfaction) of such other instruments, certificates and documents as we have deemed necessary or appropriate for the purpose of this letter. As to any facts material to this letter, we have relied, when relevant facts were not independently established, upon certificates of public officials, representations of the Company and of you contained in the Agreement and statements of officers of the Company.

Our opinions in this letter are limited to the law of The Commonwealth of Massachusetts and the federal law of the United States of America, in each case as in effect on the date hereof.

Based on the foregoing and subject to the assumptions and qualifications set forth herein, we are of the opinion that:

(1) The Agreement is a valid and legally binding obligation of the Company, enforceable in accordance with its terms, subject to bankruptcy, insolvency, fraudulent conveyance and transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights, to general equity principles and to requirements of reasonableness, good faith and fair dealing.

(2) Based upon the Offeree Letter, the representations and warranties of the Company in Section 2.17 of the Agreement and your representations and warranties in Section 1.3 of the Agreement, it is not necessary in connection with the offer, sale and delivery of the Bonds to you under the Agreement to register the offering and/or sale of the Bonds under the Securities Act of 1933, as amended, or to qualify an indenture under the Trust Indenture Act of 1939, as amended, it being understood that no opinion is expressed as to any subsequent resale of any Bond.

For purposes of this letter, we have assumed, without independent verification:

(i) that all copies submitted to us conform to the originals;

(ii) the accuracy and completeness of all, and the authenticity of all original, certificates, agreements, charter documents, other documents, records and other materials submitted to us, the genuineness of all signatures and the legal capacity of all natural persons;

(iii) the validity and accuracy of all certificates delivered under the Indenture in connection with the issuance and sale of the Bonds;

(iv) that the Company is duly incorporated, validly existing and in good standing under the laws of The Commonwealth of Massachusetts and has the corporate power, and has taken all necessary action (including any necessary stockholder action) to authorize it, to execute and deliver, and to perform its obligations under, and has duly executed and delivered, the Agreement;

(v) that the Agreement has been duly authorized, executed and delivered by each of you;

(vi) that the Agreement constitutes the valid, legally binding and enforceable agreement of the parties thereto under all applicable law (other than, in the case of the Company, the law of The Commonwealth of Massachusetts);

(vii) that there are no agreements or understandings between the parties not set forth in the Agreement that would modify the terms of the Agreement or the rights and obligations of the parties thereunder; and

(viii) that the execution and delivery of, and the performance of its obligations under, the Agreement by the Company do not and will not (a) violate or conflict with, result in a breach of, or constitute a default under, (x) any applicable law, (y) any agreement or instrument to which the Company or any of its affiliates is a party or by which the Company or any of its affiliates or any of their respective properties may be bound or (z) any order, decision, judgment or decree that may be applicable to the Company or any of its affiliates or any of their respective properties or (b) require any authorization, consent, approval, license (or the like) of, or exemption (or the like) from, any governmental unit, agency, commission, department or other authority having jurisdiction over the Company or any of its affiliates or any of their respective

properties, or any registration or filing (or the like) with, or report or notice (or the like) to, any governmental unit, agency, commission, department or other authority having jurisdiction over the Company or any of its affiliates or any of their respective properties, other than as set forth in and in compliance with Section 2.13 of the Agreement.

In addition, for purposes of this letter, we express no opinion or belief as to:

(A) titles to property, franchises or the validity, extent or priority of the lien purported to be created by the Indenture or the recordation or perfection of such lien;

(B) compliance with covenants in any agreement to which the Company or any of its affiliates is a party, or in any regulatory order pertaining to the Company or any of its affiliates, incorporating calculations of a financial or accounting nature; or

(C) the validity or enforceability of any provisions in the Agreement that (i) purport to prevent oral modification or waivers or (ii) specify the jurisdiction the laws of which shall be applicable thereto.

This letter is delivered to each of you in connection with the transactions contemplated by the Agreement and may not be circulated to or relied upon by any other person, firm or corporation or for any other purpose without our prior written consent, except that you may furnish a copy hereof (but, except in respect of permitted transferees of the Bonds, no such person shall be entitled to rely thereon) (i) to any permitted transferee of the Bonds, (ii) to your independent auditors and attorneys, (iii) to any state or federal authority or independent banking or insurance board or body having regulatory jurisdiction over you, (iv) pursuant to order or legal process of any court or governmental agency and (v) in connection with any legal action to which you are a party arising out of or in respect of the Agreement. We direct your attention to the fact that our opinions are limited in scope consistent with the Legal Opinion Principles issued by the Committee on Legal Opinions of the American Bar Association's Business Law Section as published in 53 Business Lawyer 831 (May, 1998). This letter speaks only as of the date hereof and we assume no obligation to any of the addressees hereof or any other person to update or supplement this letter to reflect any facts or circumstances that may hereafter come to our attention, including any changes in applicable law that may hereafter occur.

Very truly yours,

CHOATE, HALL & STEWART LLP

SCHEDULE I

REDACTED

SCHEDULE VI-B

NSTAR Gas Company
d/b/a Eversource Energy
D.P.U 19-120
107 Selden Street
Berlin, CT 06037
Attachment AG-7-2 (b)
Page 53 of 72

Kerry J. Tomasevich
Assistant General Counsel and
Assistant Corporate Secretary

860-665-5744
kerry.tomasevich@eversource.com

December 8, 2015

To the Purchasers named
in Schedule I hereto

Re: Bond Purchase Agreements (together, the "Agreement"), dated December 8, 2015, between NSTAR Gas Company, doing business as Eversource Energy (the "Company"), and the Purchasers named in Schedule I hereto

Ladies and Gentlemen:

I am Assistant General Counsel of Eversource Energy Service Company, a service company affiliate of the Company, and have acted as counsel to the Company in connection with certain aspects of the execution and delivery of (i) the Agreement with respect to the issuance and sale by the Company of $100,000,000 aggregate principal amount of its First Mortgage 4.35% Bonds, Series O, Due 2045 (the "Bonds") and (ii) the Twenty-First Supplemental Indenture dated as of December 1, 2015 (the "Supplemental Indenture") between the Company and U.S. Bank National Association (successor to State Street Bank and Trust Company), as trustee (the "Trustee") under that certain Indenture of Trust and First Mortgage dated as of February 1, 1949, as amended and supplemented, including without limitation, by the Supplemental Indenture (the "Indenture"), executed and delivered by the Company and the Trustee.

This opinion is furnished to you pursuant to Section 3.2 of the Agreement. Capitalized terms used herein and not otherwise defined herein have the meanings provided in the Agreement.

I have examined originals, or copies certified or otherwise identified to my satisfaction, of the following: (i) the Articles of Organization and Bylaws of the Company; (ii) the Agreement; (iii) the Supplemental Indenture; (iv) the Bonds; (v) the Order of the Massachusetts Department of Public Utilities (the "DPU") in Docket 15-01, dated April 3, 2015, with respect to the issuance and sale by the Company of the Bonds (the "DPU Order"); (vi) the letter (the "Offeree Letter") from KeyBanc Capital Markets Inc.; and (vii) such other agreements, documents, instruments, certificates and statements of government officials, corporate officers and representatives and other papers as I have deemed relevant and necessary as a basis for such opinion.

In my examination, I have assumed the genuineness of all signatures other than those of officers of the Company, the legal capacity of all natural persons, the authenticity of all documents submitted to me as originals, and the conformity with the originals of all documents

REDACTED

submitted to me as copies. As to various questions of fact material to the opinion, I have relied upon the representations of other officers of the Company and statements of fact contained in the documents so examined.

Based upon and subject to the foregoing and subject to the limitations set forth below, I am of the opinion that:

1. Neither the execution, delivery or performance of the Agreement or the Supplemental Indenture, nor the performance of the Indenture, nor the offer, sale or delivery of the Bonds, does or will cause the Company to be in violation of any published law, order, rule or regulation of any governmental authority having jurisdiction over the Company or any of its Properties.

2. The execution and delivery of the Supplemental Indenture by the Company and the issuance by the Company of the Bonds pursuant to the Agreement and the Indenture have, to the extent required by law, been authorized by the DPU in the DPU Order which constitutes sufficient governmental authorization for the Bonds. The DPU Order is in full force and effect, is no longer subject to administrative or judicial review, reconsideration, rehearing or appeal and has not been stayed by any court or regulatory action. The Bonds will be valid and binding in accordance with their terms. No consent or approval of, or registration or filing with, any other governmental or public regulatory body or authority or other Person is required for the execution and delivery by the Company of the Supplemental Indenture and the consummation of the transactions contemplated thereby, including the issuance of the Bonds.

3. The offer, issuance, sale and delivery of the Bonds under the circumstances contemplated by the Agreement do not require registration under the Securities Act, and, in connection therewith, the Indenture is not required to be qualified under the Trust Indenture Act. With respect to the opinion in this paragraph, I have relied upon the Offeree Letter and have assumed without any independent verification the accuracy of the representations and warranties of the Purchaser contained in Sections 1.3 and 1.5 of the Agreement.

4. Neither the execution, delivery or performance of the Agreement, the Supplemental Indenture or the Bonds, the consummation of the transactions therein contemplated, nor the fulfilment of the terms thereof by the Company, nor the performance of the Indenture, will conflict with, violate, constitute a default under, or result in the creation or imposition of any Lien upon any of the Properties or assets of the Company (other than the Lien of the Indenture) pursuant to the Articles of Organization or the Bylaws of the Company, as presently in effect, or under the terms of any indenture, mortgage, deed of trust, credit agreement, preferred stock agreement franchise or other financial agreement or instrument known to me to which the Company is now a party or by which the Company is bound by succession or otherwise.

REDACTED

5. The Company is not an "investment company" or a company "controlled" by an "investment company," as such terms are defined in the Investment Company Act of 1940, as amended.

6. None of the transactions contemplated by the Agreement (including, without limitation, the direct or indirect use of the proceeds from the sale of the Bonds) will violate or result in a violation of Section 7 of the Exchange Act or any regulations issued pursuant thereto, including, without limitation, Regulation U (12 C.F.R., Part 207), as amended, Regulation T (12 C.F.R., Part 220), as amended, and Regulation X (12 C.F.R., Part 224), as amended, of the Board of Governors of the Federal Reserve System.

Except as otherwise herein expressly further limited, this opinion is limited to, and no opinion is given herein with respect to any laws other than the Commonwealth of Massachusetts and the United States of America as in effect on and as of the date of this opinion. I am a member of the bar of the Commonwealth of Massachusetts.

This opinion is solely for your benefit and may not be relied upon by any other entity or person in any manner or for any purpose except by Choate, Hall & Stewart LLP and except that you may furnish a copy hereof (but, except in respect of permitted transferees of the Bonds, no such person shall be entitled to rely thereon) (i) to any permitted transferee of the Bonds, (ii) to your independent auditors and attorneys, (iii) to any state or federal authority or independent banking or insurance board or body having regulatory jurisdiction over you, (iv) pursuant to order or legal process of any court or governmental agency and (v) in connection with any legal action to which you are a party arising out of or in respect of the Agreement. This opinion speaks only as of the date hereof and I assume no obligation to any of the addressees hereof or any other person to update or supplement this opinion to reflect any facts or circumstances that may hereafter come to my attention, including any changes in applicable law that may hereafter occur.

Very truly yours,

Kerry J. Tomasevich

REDACTED

SCHEDULE I

REDACTED

SCHEDULE VI-C

REDACTED

800 Boylston Street, 17th Floor
Boston, MA 02199

Richard J. Morrison
Deputy General Counsel

617-424-2111
richard.morrison@eversource.com

December 8, 2015

To the Purchasers named
in Schedule I hereto

Re: Bond Purchase Agreements (together, the "Agreement") dated December 8, 2015 between NSTAR Gas Company doing business as Eversource Energy (the "Company") and the Purchasers named in Schedule I hereto

Ladies and Gentlemen:

I am Deputy General Counsel of Eversource Energy Service Company, a service company affiliate of the Company ("Eversource Service"). I have acted as counsel to the Company in connection with certain aspects of the execution and delivery of (i) the Agreement with respect to the issuance and sale by the Company of $100,000,000 aggregate principal amount of its First Mortgage Bonds, 4.35% Series O, Due 2045 (the "Bonds") and (ii) the Twenty-First Supplemental Indenture dated as of December 1, 2015 (the "Supplemental Indenture") between the Company and U.S. Bank National Association (successor to State Street Bank and Trust Company), as trustee (the "Trustee") under that certain Indenture of Trust and First Mortgage dated as of February 1, 1949, as amended and supplemented, including without limitation, by the Supplemental Indenture (the "Indenture"), executed and delivered by the Company and the Trustee.

This opinion is furnished to you pursuant to Section 3.2 of the Agreement. Capitalized terms used herein and not otherwise defined herein have the meanings provided in the Agreement.

I have examined originals, or copies certified or otherwise identified to my satisfaction, of the following: (i) the Articles of Organization and Bylaws of the Company; (ii) the Agreement; (iii) the Supplemental Indenture; and (iv) such other agreements, documents, instruments, certificates and statements of government officials, corporate officers, employees and representatives and other papers as I have deemed relevant and necessary as a basis for such opinion.

In my examination, I have assumed the genuineness of all signatures other than those of officers of the Company, the legal capacity of all natural persons, the authenticity of all documents submitted to me as originals, and the conformity with the originals of all documents submitted to me as copies. As to various questions of fact material to the opinion, I have relied upon the representations of officers of the Company and statements of fact contained in the

REDACTED

documents so examined and discussions with certain employees of and counsel to the Company and Eversource Service.

References to the "best of my knowledge" or to "known to me" or equivalent words mean my actual knowledge after consultation with such other lawyers as I considered appropriate, including those lawyers responsible for assisting the Company in the preparation of the Agreement, and after such other inquiry deemed appropriate, but without examination of the docket of any court or agency or any other special investigation.

Based upon and subject to the foregoing and subject to the limitations set forth below, I am of the opinion that:

1. The Company (i) is a corporation organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts, (ii) has the corporate power and authority to conduct its business as currently conducted and to mortgage its franchises and properties under the Indenture, to execute the Agreement and the Twenty-First Supplemental Indenture, to perform the Agreement and the Indenture and issue and sell the Bonds, and (iii) has duly qualified and is authorized to do business and is in good standing as a foreign corporation in each jurisdiction where the character of its properties or the nature of its activities makes such qualification necessary.

2. The Company holds all material franchises, patents, trademarks, service marks, trade names, copyrights, certificates, permits, licenses, rights-of-way, easements, consents and other rights, free from burdensome restrictions, as are required by law or are necessary for the adequate conduct of the business of the Company as presently conducted or proposed to be conducted except where failure to have such certificates, permits, licenses, rights-of-way, easements, consents, franchises, patents, trademarks, service marks, trade names, copyrights and other rights would not be reasonably expected to materially adversely affect or materially interfere with the operations of the Company's business.

3. The Company by virtue of its charter, which is unlimited in time, has the right to engage in the business of making, selling and distributing gas within the Commonwealth of Massachusetts, has powers incidental thereto and is entitled to all the rights and privileges of and subject to the duties imposed upon gas companies under the General Laws of Massachusetts; the locations in public ways for the Company's gas distribution lines are obtained from the municipal and other state authorities is in some cases subject on appeal to the jurisdiction of the DPU; these locations are unlimited in time, but the rights obtained therefrom are not vested and are subject to the action of the legislatures; the foregoing rights are sufficient to enable the Company to carry on its present business.

4. Neither the execution, delivery or performance of the Agreement, the Supplemental Indenture or the Bonds, the consummation of the transactions therein

REDACTED

contemplated, nor the fulfillment of the terms thereof by the Company, nor the performance of the Indenture, will conflict with, violate, constitute a default under or result in the creation or imposition of any Lien upon any of the Properties or assets of the Company (other than the Lien granted under the Indenture) pursuant to any non-financial agreement or instrument to which the Company is a party or by which any of its Properties may be bound.

5. There is no action at law, suit in equity or other proceeding or investigation (whether or not purportedly on behalf of the Company) in any court or by or before any other governmental or public authority or agency or any arbitrator, or, to the best of my knowledge, threatened against, the Company or any of its Properties (including, without limitation, any such action, suit, proceeding or investigation relating to any action or omission of the Company) which involves the reasonable possibility of materially and adversely affecting the business, prospects, Properties or condition (financial or other) of the Company, or the ability of the Company to perform its obligations under the Agreement, the Indenture or the Bonds.

6. To the best of my knowledge after due inquiry, the Company is not in default in any material respect with respect to any judgment, order, writ, injunction, or decree or demand of any court or other governmental or public authority or agency, or with respect to the award of any arbitrator, which default could reasonably be expected to materially and adversely affect the business, prospects, Properties or condition (financial or otherwise) of the Company.

7. The Agreement has been duly authorized by all necessary corporate action on the part of the Company, executed and delivered by the Company, and constitutes the legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms.

8. The Indenture, including the Twenty-First Supplemental Indenture, has been duly authorized by all necessary corporate action on the part of the Company, executed and delivered by the Company and constitutes the legal, valid and binding obligations of the Company enforceable against the Company in accordance with its terms; and the Twenty-First Supplemental Indenture conforms to all requirements of and is authorized under the provisions of the Principal Indenture, as heretofore supplemented and amended.

9. The Bonds have been duly authorized by all necessary corporate action on the part of the Company, executed and certified and delivered to you and constitute legal, valid and binding obligations of the Company enforceable against the Company in accordance with their terms and entitled to the benefits and security provided by the Indenture and are secured equally and ratably with all other bonds issued under the Indenture.

REDACTED

10. The Indenture and all necessary financing statements have been duly recorded or filed in all places in The Commonwealth of Massachusetts where said recordation or filing is necessary to perfect and preserve the lien and security interest intended to be created by the Indenture. Subject only to liens permitted by the Indenture, the Company has good and marketable title to its properties described in the granting clauses of the Indenture (other than any such properties duly released therefrom) and the descriptions of such properties are adequate for the purpose of granting the lien intended to be granted by the Indenture.

11. The Indenture constitutes a valid and perfected first mortgage lien and security interest upon all of the Company's real and personal properties described or referred to in the granting clauses of the Indenture to the extent such mortgage lien and security interest may be perfected and may achieve priority over other liens by filing Uniform Commercial Code financing statements pursuant to the Massachusetts Uniform Commercial Code – Secured Transactions and filing and recording the Indenture in the registries of deeds in the counties in which such real property that is not registered land is located and the registry districts of the Land Court for the counties in which any real property that is registered land is located, except such properties duly released therefrom, subject, however, to the exceptions and reservations in, and the liens and encumbrances permitted by, the Indenture.

Except as otherwise herein expressly further limited, this opinion is limited to, and no opinion is given herein with respect to, any laws other than the Commonwealth of Massachusetts and the United States of America as in effect on and as of the date of this opinion.

This opinion is solely for your benefit and may not be relied upon by any other entity or person in any manner or for any purpose except by Choate, Hall & Stewart LLP, except that you may furnish a copy hereof (but, except in respect of permitted transferees of the Bonds, no such person shall be entitled to rely thereon) (i) to any permitted transferee of the Bonds, (ii) to your independent auditors and attorneys, (iii) to any state or federal authority or independent banking or insurance board or body having regulatory jurisdiction over you, (iv) pursuant to order or legal process of any court or governmental agency and (v) in connection with any legal action to which you are a party arising out of or in respect of the Agreement. This opinion speaks only as of the date hereof and I assume no obligation to any of the addressees hereof or any other person to update or supplement this opinion to reflect any facts or circumstances that may hereafter come to my attention, including any changes in applicable law that may hereafter occur.

REDACTED

Very truly yours,

Richard J. Morrison

REDACTED

SCHEDULE I

[redacted]

REDACTED

SCHEDULE VI-D

December 8, 2015

U.S. Bank National Association, as Trustee
Corporate Trust Services
One Federal Street, Third Floor
Boston, MA 02110

and To the Other Persons Listed on
Schedule A hereto

Re: NSTAR Gas Company, doing business as Eversource Energy (formerly Commonwealth Gas Company and Worcester Gas Light Company)
$100,000,000 First Mortgage 4.35% Bonds, Series O, Due 2045

Ladies and Gentlemen:

We have acted as counsel for U.S. Bank National Association, as Trustee (the "Trustee"), under a certain Indenture of Trust and First Mortgage dated as of February 1, 1949, as amended (the "Principal Indenture"), between the Trustee and NSTAR Gas Company, doing business as Eversource Energy (formerly Commonwealth Gas Company and Worcester Gas Light Company) (the "Company"), in connection with (i) the execution of that certain Twenty-First Supplemental Indenture dated as of December 1, 2015 (the "Supplement", and together with the Principal Indenture, the "Indenture"), between the Trustee and the Company and (ii) the Trustee's authentication and delivery pursuant to the order of the Company in accordance with the Indenture of the Company's $100,000,000.00 First Mortgage 4.35% Bonds, Series O, Due 2045 (the "Bonds"). All terms used herein not otherwise defined shall have the respective meanings assigned to such terms in the Indenture unless otherwise specified herein.

In connection with the opinions expressed below, we have examined and relied upon copies (whether facsimile, photocopy or otherwise reproduced) of the following documents represented to us to be in final form (x) the Principal Indenture and the Supplement and (y) the certificate of authentication of the Trustee appearing on the Bonds, and we have examined and relied upon originals, or copies certified to our satisfaction, of such other agreements, documents, certificates and other statements of government officials and corporate officers as we have deemed relevant and necessary as a basis for such opinions, including any representations and warranties contained in such other agreements, documents, and certificates. We have also examined copies of the Amended and Restated Articles of Association and Amended and Restated Bylaws of U.S. Bank, each as amended, and certain certificates of officers of U.S. Bank delivered in connection with the execution and delivery of the Supplement.

In the above examination, we have assumed and have not independently verified the genuineness of all signatures and the authenticity of all documents submitted to us as originals and the conformity with the originals of all documents submitted to us as copies, and the accuracy of all factual statements of parties made on or before the date hereof. We have also assumed due compliance with the terms of the Indenture in all respects by each of the parties thereto, and the valid existence, power and authority of, and due authorization by, each party other than the Trustee to enter into, and perform its obligations under, the Indenture.

In such examination, we have assumed the genuineness of all signatures, the due compliance with the terms of the Indenture and any related agreements in all respects by each of the parties thereto and the valid existence, adequate power, due authorization, execution and delivery of all signatories other than the Trustee. We have also assumed the authenticity of all documents submitted to us (whether as originals or as photostatic, facsimile or otherwise reproduced copies) and the conformity with the originals of all documents submitted to us as copies (whether photostatic, facsimile or otherwise reproduced). We have assumed the legal capacity of natural persons; we have assumed the legal existence of, and due authorization, execution and delivery of the Indenture and the Related Agreements by, all parties other than Trustee; and we have assumed that each of the Indenture and any related agreements is the legal, valid and binding obligation of each party thereto other than the Trustee, duly enforceable against each such party other than the Trustee in accordance with its terms.

As to factual matters, we have relied exclusively upon the representations and warranties contained in the documents to which this opinion relates, and the representations and warranties contained in the other documents and agreements executed or delivered in connection with the closing on this day of the transactions contemplated by the Indenture (the "Closing Date"). We have conducted no independent investigation of any factual matters germane to this opinion. In particular, we point out that we have not undertaken any independent investigation or examination of the records of the Trustee. When we refer to our "knowledge" we refer to the actual knowledge of the attorney or attorneys directly involved in the preparation of this opinion or otherwise directly working on the subject transaction, without independent investigation or inquiry of any kind.

In particular, we point out that we have undertaken no independent factual investigation or examination of any court dockets or the records of any court, regulatory or governmental body, or any corporate books or records of the Trustee, as to matters such as pending litigation, outstanding judicial or other governmental orders or decrees, or contracts or agreements to which the Trustee is a party or by which it or its properties may be bound (except for any such matters as may have been specifically referred to us and as to which the attorney or attorneys working on this opinion have actual knowledge). We point out that we do not act as general counsel to the

Trustee and, as a result, we are aware only of those matters as to which we have been specifically engaged by the Trustee (or which the Trustee has brought to our attention).

This opinion is limited to the matters specifically set forth herein, and nothing herein shall be construed to express or imply an opinion as to any matter not expressly set forth herein. Without limiting the foregoing, nothing herein shall be construed to express an opinion as to: choice of law; compliance with any federal or state securities or "blue sky" laws or tax laws that may be applicable; the attachment, perfection or priority of any security interest; the existence of or title to any assets that may be pledged as collateral; the due and valid issuance of the Bonds or the compliance with or satisfaction of any conditions precedent to the execution, authentication or delivery of the Bonds under the Indenture. Whenever we state an assumption herein, we express no opinion as to the matter assumed or the reasonableness of the assumption; and we are of the understanding that each assumption we make herein is made with your permission.

We point out that we have not attended the closing of the subject transaction and we have not personally witnessed the execution or delivery of the Principal Indenture, the Supplement, any of the related agreements or the authentication of the Bonds. With respect to the execution of the Supplement and the authentication of the Bonds by Trustee, we have relied solely upon photocopies or electronic copies of executed signature pages that have been provided to us. We have assumed that each of the version of the Supplement and all related agreements, documents, and certifications provided to us as the final version (whether electronically or by facsimile) is the form of the Supplement and all related agreements, documents, and certifications actually signed by the parties.

Whenever we opine that any agreement is legal, valid, binding or enforceable in accordance with its terms, such opinion is qualified by and subject to the following: (i) each such opinion is subject to applicable requirements of materiality, commercial reasonableness, public policy, good faith and fair dealing and similar duties or standards imposed on creditors and parties to contracts, (ii) we express no opinion as to the enforceability of provisions of waiver (including waiver of rights granted by law or where waiver would be against public policy or is prohibited by law), release (or hold harmless) from liability or of indemnification (including without limitation any provision purporting to indemnify any party for its own negligent or wrongful conduct or any provision purporting to provide indemnification or contribution relating to matters under federal or state securities laws), (iii) we express no opinion as to submission to jurisdiction, waiver of personal service of process or waiver of rights to jury trial, (iv) we express no opinion as to the enforceability of any of the agreements as to which we opine below against any party (or other person) other than the Trustee, (v) we express no opinion as to any provision that purports to provide that waivers, modifications, amendments or similar matters must be in writing in order to be enforceable, (vi) we express no opinion as to the enforceability of provisions that purport to permit any party to sell or dispose of collateral except

in compliance with applicable laws, (vii) we express no opinion as to the effect of judicial decisions which may permit the introduction of extrinsic evidence to modify the terms or the interpretation of agreements, (viii) our opinions, and the obligations of the parties under the Indenture and any related agreements, are subject generally to applicable bankruptcy, insolvency, reorganization, fraudulent conveyance and moratorium laws, and similar laws relating to or affecting the enforcement of creditors' rights generally, and the availability of equitable remedies is generally subject to equitable principles (regardless of whether such enforcement is brought as a proceeding in equity or at law) and the discretion of the court before which the matter is brought, and the enforcement of remedies may not be allowed in circumstances in which the default or breach upon which such enforcement is sought is deemed by the court to be immaterial, and (ix) certain remedial provisions may be limited or rendered ineffective or unenforceable in whole or in part (but the inclusion of such provisions does not make the remedies provided by the agreement as to which we opine below, and to the extent addressed in our opinions below, inadequate for the practical realization of the respective rights and benefits purported to be provided thereby, except for the economic consequences of procedural or other delay).

Based upon and subject to the foregoing, and the other qualifications and disclosures set forth below, it is our opinion that:

(i) the Trustee is a national banking association duly organized and validly existing under the laws of the United States of America, authorized to exercise trust powers thereunder;

(ii) the Supplement is the legal, valid and binding obligation of the Trustee, enforceable in accordance with the terms thereof, except to the extent such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally and by the availability of equitable remedies (whether sought in a proceeding at law or in equity); and

(iii) the Supplement has been duly executed and delivered by one of the Trustee's duly authorized officers and the Bonds authenticated by the Trustee have been authenticated by one of its duly authorized officers.

The opinions set forth above are limited to the laws of the Commonwealth of Massachusetts, and, to the extent expressly referred to herein, federal laws of the United States of America, in each case as in effect on the date hereof. We express no opinion with respect to other federal laws, including without limitation, the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, the Trust Indenture Act of 1939, as amended, the Investment

Company Act of 1940, as amended, and the rules promulgated thereunder and laws, rules and regulations relating to money laundering and terrorist groups (including any requirements imposed under the USA Patriot Act of 2001, as amended).

Each of the opinions expressed herein is given as of the date hereof, and we undertake no obligation herein to advise you of matters that may occur or come to our attention after the date hereof, whether of a legal or factual nature, that would change or affect any of the matters addressed hereinabove.

This opinion is delivered to you solely for your benefit in connection with the execution and delivery of the Supplement and the authentication and delivery of the Bonds on the Closing Date, and it is not to be used, relied upon, circulated, quoted or otherwise referred to for any other purpose, or to or by any other person, without our express written consent, except that this opinion may be shared with legal advisors, accountants, directors, officers and employees of the addressees or as required by applicable laws or regulations, or as required or requested by any governmental or regulatory authority or pursuant to legal process, or in connection with your exercise of any rights or remedies under the Indenture or any suit, action arbitration or proceeding relating to the Indenture; provided however, that no party is entitled to rely on this opinion except the addressees set forth herein.

Very truly yours,

Schedule A

NSTAR Gas Company, doing business as Eversource Energy
800 Boylston Street, 17th Floor
Boston, MA 02199-8003

REDACTED

SCHEDULE VII

REDACTED

EVERSOURCE ENERGY

NSTAR Gas Company
doing business as Eversource Energy

One NSTAR Way
Westwood, MA 02090

Philip J. Lembo
Vice President and Treasurer

December 8, 2015

To the Purchasers named in the Bond Purchase Agreements (as defined below):

NSTAR GAS COMPANY
doing business as EVERSOURCE ENERGY
$100,000,000 4.35% First Mortgage Bonds, Series O, due 2045 (the "Bonds")

In preparation for the December 8, 2015 closing of the issuance of $100,000,000 aggregate principal amount of the First Mortgage Bonds of NSTAR Gas Company, doing business as Eversource Energy (the "Company"), the Company provides the wire transfer instructions set forth below to the Purchasers named in the Bond Purchase Agreements, dated as of December 8, 2015, by and among the Company and such Purchasers (the "Bond Purchase Agreements"):

Name of Bank:
Address of Bank:

ABA Number:
Account Name:
Account Number:

[redacted]

Should you have any questions, or need further assistance, please do not hesitate to contact Emilie O'Neil at (781) 441-8127.

Very truly yours,

NSTAR GAS COMPANY,
doing business as
EVERSOURCE ENERGY

By: _____
Name: Philip J. Lembo
Title: Vice President and Treasurer