ASSIGNMENT AND ASSUMPTION AGREEMENT
REGARDING NPDES PERMIT FOR MERRIMACK STATION

This Assignment and Assumption Agreement (the "Agreement"), dated as of [___], is made and entered into by and between Public Service Company of New Hampshire, a New Hampshire corporation (the "**Seller**" or "**Assignor**"), and GSP Merrimack LLC, a Delaware limited liability company (the "**Assignee**"). For purposes of this Agreement, Assignee and Seller/Assignor are referred to herein individually as a "**Party**" and collectively as the "**Parties**."

WHEREAS, pursuant to that certain Purchase and Sale Agreement between Seller and Granite Shore Power LLC (the "Buyer"), dated as of October 11, 2017 (as amended, supplemented or otherwise modified from time to time, the "**Purchase Agreement**"), (i) Seller and its affiliates have each agreed to sell, assign, transfer and deliver to Buyer or one or more of Buyer's wholly-owned subsidiaries (the "**Buyer Subsidiaries**"), and Buyer, either itself or by one or more of Buyer Subsidiaries, has agreed to purchase and accept from Seller, all rights, title and interests of Seller or its affiliate, as applicable, in and to the Acquired Assets, all on terms and conditions set forth in the Purchase Agreement, and (ii) Buyer, either itself or by one or more of Buyer Subsidiaries, has agreed to accept from Seller and to assume and agree to pay, perform and discharge the Assumed Liabilities;

WHEREAS, the Acquired Assets include electric generation facilities known as Newington Station, Merrimack Station, Schiller Station, Lost Nation Station, and White Lake Station (the "**Facilities**");

WHEREAS, the transaction pursuant to the Purchase Agreement will involve purchase of each of those Facilities via wholly-owned subsidiaries of Buyer;

WHEREAS, in connection with operation of the Merrimack Station Facility, Seller holds certain Permits related to environmental matters, including the following National Pollution Discharge & Elimination System Permit ("**NPDES Permit**") issued by the U.S. Environmental Protection Agency ("**EPA**"):

Facility	**NPDES Permit No.**
Merrimack Station	NH0001465

WHEREAS, the NPDES Permit associated with the Merrimack Station was issued on June 25, 1992, with an expiration date of July 25, 1997;

WHEREAS, Seller timely submitted a renewal application relative to the Merrimack Station NPDES Permit prior to its expiration, EPA has not reissued the permit, and that Permit has therefore been "administratively continued" and is in full force and effect;

WHEREAS, pursuant to the Purchase Agreement, Buyer and Seller must prepare all necessary filings in connection with the transactions contemplated by the Purchase Agreement that may be required to be filed by the Parties with applicable Governmental Authorities;

WHEREAS, in connection with the Closing of the transactions contemplated by the Purchase Agreement, the Parties have agreed to enter into this Assignment and Assumption Agreement pursuant to which Seller's rights, requirements and obligations under the NPDES Permits will be transferred to Buyer or a Buyer Subsidiary and Buyer or such Buyer Subsidiary, as applicable, will perform and discharge the requirements and obligations under the NPDES Permits, including compliance with Permit conditions;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

1. Defined Terms. Capitalized terms used but not defined in this Agreement (including in the recitals hereto) shall have the meaning given to such terms in the Purchase Agreement.

2. Assignment. Pursuant to and on the terms and subject to the conditions set forth in the Purchase Agreement, effective as of 12:01 A.M. (eastern prevailing time) on the date hereof, Seller hereby sells, assigns, transfers and delivers to the Assignee, and Assignee hereby purchases and accepts, all of Seller's rights, requirements and obligations regarding the Merrimack Station NPDES Permit.

3. Assumption. Pursuant to and on the terms and subject to the condition set forth in the Purchase Agreement, effective as of 12:01 A.M. (eastern prevailing time) on the date hereof, Assignee hereby assumes and shall satisfy, perform or discharge when due all of the rights, requirements and obligations first arising from and after the Closing regarding the Merrimack Station NPDES Permit.

4. Excluded Liabilities. This Assignment and Assumption Agreement relates exclusively to the Merrimack Station NPDES Permit and Assignee is not hereby assuming any Excluded Liabilities, which shall remain the responsibility of the Seller at and following Closing.

5. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including the representations, warranties, covenants, agreements and indemnities relating to the Merrimack Station NPDES Permit, are incorporated herein by this reference. The Parties acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein, and that Seller makes no representation or warranty with respect to the Merrimack Station NPDES Permit being assigned or with respect the Assumed Liabilities being assumed hereby except as expressly set forth in the Purchase Agreement.

6. Binding Effect. This Assignment and Assumption Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

7. Governing Law. This Assignment and Assumption Agreement will be governed by, enforced under and construed in accordance with the Laws of the State of New Hampshire,

regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.

8. Construction. This Assignment and Assumption Agreement is delivered pursuant to and is subject to the Purchase Agreement, including the rules of construction set forth therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

9. Counterparts; Signatures. This agreement may be executed by the Parties in counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. This Agreement may be executed and delivered by facsimile, PDF or other electronic transmission and shall be deemed to have the same legal effect as delivery of an original signed copy hereof.

[*Signature page follows.*]

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IN WITNESS WHEREOF, Seller and Buyer have caused this Assignment and Assumption Agreement to be duly executed and delivered as of the day and year first above written.

SELLER/ASSIGNOR:

PUBLIC SERVICE COMPANY OF
NEW HAMPSHIRE

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

BUYER/ASSIGNEE:

GSP MERRIMACK LLC

By:_____
Name:
Title:

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