# ASSIGNMENT OF TRANSMISSION RIGHTS AGREEMENT

This Assignment of Transmission Rights Agreement (the “Assignment Agreement”) is made effective as of \_\_, 2024 between [\_\_\_\_\_] (“Assignee”) and Eversource Energy Service Company, as agent for NSTAR Electric Company (“NSTAR”), The Connecticut Light and Power Company (“CL&P”) and Public Service Company of New Hampshire (“PSNH” and collectively with NSTAR and CL&P, “Eversource”). Assignee and Eversource together are the “Parties” and each individually is a “Party” to this Assignment Agreement.

WHEREAS, Eversource is a Transmission Customer under Schedule 20A-ES and Schedule 20A-NSTAR of Section II of the ISO-NE Tariff, defined below, pursuant to which it holds the Eversource Rights, defined below;

WHEREAS, Assignee was [a/the] winning bidder under a Request for Proposals issued by Eversource on February 6, 2024 regarding the assignment of the Eversource Rights; and

WHEREAS, Eversource and Assignee desire to memorialize the terms of the assignment of the [Assignee’s Share of] Eversource Rights[, defined below,] as more fully set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. **DEFINITIONS.** Any capitalized terms that are not defined herein shall have the meanings ascribed thereto in the ISO New England Inc. Transmission, Markets and Services Tariff (“ISO-NE Tariff”), Schedule 20A to Section II - Open Access Transmission Tariff of the ISO-NE Tariff (“Schedule 20A”) or the Fourth Amended and Restated Agreement with Respect to Use of Quebec Interconnection, effective as of November 1, 2020, as amended and/or restated from time to time (“Use Agreement”).

**“Assignee’s Share of Eversource Rights”** means [xx] MW of Monthly Firm and [xx] MW of Monthly Non-Firm Point-to-Point Transmission Service on the Southbound Transmission Path and [xx] MW of Monthly Firm and [xx] MW of Monthly Non-Firm Point-to-Point Transmission Service on the Northbound Transmission Path held by Eversource as a Transmission Customer under Schedule 20A-ES and Schedule 20A-NSTAR of Section II of the ISO-NE Tariff.

**“Business Day”** means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. A Business Day shall open at 8:00 a.m. and close at 5:00 p.m. EPT for the relevant Party’s principal place of business. The relevant Party, in each instance unless otherwise specified, shall be the Party from whom the notice, payment or delivery is being sent and by whom the notice or payment or delivery is to be received.

**“Eversource Rights”** means 586 MW of Monthly Firm and 389 MW of Monthly Non-Firm Point-to­Point Transmission Service on the Southbound Transmission Path and 488 MW of Monthly Firm and 97 MW of Monthly Non-Firm Point-to-Point Transmission Service on the Northbound Transmission Path held by Eversource as a Transmission Customer under Schedule 20A-ES and Schedule 20A-NSTAR of Section II of the ISO-NE Tariff.

**“EPT”** means Eastern Prevailing Time.

**“Northbound Transmission Path”** means the northbound transmission path from the Sandy Pond substation in New England to the province of Québec/New England border.

**“RFP”** means the Request for Proposals for the Reassignment of Use Rights on the Phase I/II HVDC Transmission Facilities, dated February 6, 2024, issued by Eversource, as posted on the Eversource website.

**“Schedule 20A Service Providers”** means (i) Eversource Energy Service Company, as Designated Agent under Schedule 20A for CL&P, NSTAR (West) and PSNH, and (ii) NSTAR (East).

**“Southbound Transmission Path”** means the southbound transmission path from the province of Québec/New England border to the Sandy Pond substation in New England.

**“Term”** means as defined in Section 2 herein.

**“Transmission Use Charge”** means an amount equal to the dollar value as defined in Section 7 herein.

**“Transmission Path”** means the Northbound Transmission Path and the Southbound Transmission Path, collectively.

1. **TERM.** This Assignment Agreement shall take effect as of the date initially set forth above and shall continue in full force and effect through May 31, 2025 HE 2400 (“Term”). The applicable provisions of this Assignment Agreement shall continue in effect after termination hereof to the extent necessary to provide for final billings, billing adjustments and payments pertaining to obligations arising from acts or events that occurred while this Assignment Agreement was in effect.
2. **ASSIGNMENT OF EVERSOURCE RIGHTS.** Eversource hereby assigns to Assignee the right to use the [Assignee’s Share of] Eversource Rights commencing June 1, 2024 HE 0100 and terminating May 31, 2025 HE 2400 (“Assignment Term”).
3. **SERVICE AGREEMENT.** Prior to the commencement of the Assignment Term, Assignee, as the assignee, and each of the Schedule 20A Service Providers, respectively, shall execute a Service Agreement in the Form of Phase I/II-TF Service Agreement for the Resale, Reassignment or Transfer of Point-to-Point Phase I/II HVDC-TF Service, as set forth in Attachment A-1 to Schedule 20A and attached to the RFP (“Service Agreement”). For the purposes of interpreting this Assignment Agreement, in the event of any inconsistency between the provisions of this Assignment Agreement and either of the Service Agreements, this Assignment Agreement shall govern. Further, for the purposes of interpreting this Assignment Agreement, in the event of any inconsistency between the ISO-NE Tariff or Schedule 20A and this Assignment Agreement, this Assignment Agreement shall govern.
4. **TARIFF.** Assignee and Eversource shall be bound to the terms and conditions of this Assignment Agreement, the Service Agreements, the ISO-NE Tariff and Schedule 20A. Assignee’s rights under this Assignment Agreement are expressly limited to the [Assignee’s Share of] Eversource Rights, and do not include any transfer of Hydro-Quebec Interconnection Capacity Credits (“HQICCs”) or voting rights on the IRH Management Committee. NSTAR, CL&P and PSNH retain all voting rights on the IRH Management Committee, each as an IRH.
5. **OASIS.**
6. On or before the close of business five (5) Business Days prior to the start of the Assignment Term, Eversource shall transfer to Assignee, via the respective OASIS sites of the Schedule 20A Service Providers, the [Assignee’s Share of] Eversource Rights on the Transmission Path. The reassignment shall consist of the following OASIS transfers:

NSTAR OASIS:

* + - 1. Monthly Firm Phase I/II HVDC-TF Service (southbound): 182 MW;
      2. Monthly Non-Firm Phase I/II HVDC-TF Service (southbound): 120 MW;
      3. Monthly Firm Phase I/II HVDC-TF Service (northbound): 151 MW; and
      4. Monthly Non-Firm Phase I/II HVDC-TF Service (northbound): 30 MW.

ES OASIS

1. Monthly Firm Phase I/II HVDC-TF Service (southbound): 404 MW;
2. Monthly Non-Firm Phase I/II HVDC-TF Service (southbound): 269 MW;
3. Monthly Firm Phase I/II HVDC-TF Service (northbound): 337 MW; and
4. Monthly Non-Firm Phase I/II HVDC-TF Service (northbound): 67 MW.
5. Eversource shall identify each OASIS transfer by providing the name and associated OASIS reservation numbers to Assignee by email to [\_\_\_\_\_] followed by a phone call to [\_\_\_\_\_].
6. **TRANSMISSION USE CHARGE.** The Transmission Use Charge shall be as set forth below: $
7. **BILLING AND PAYMENT.**  Invoices to Assignee shall be submitted in accordance with the billing procedure of Schedule 20A. Assignee shall comply with the billing and payment provisions of Schedule 20A and the ISO-NE Tariff at all times during the Term of this Assignment Agreement.
8. **REPRESENTATIONS AND WARRANTIES.** Each Party represents and warrants to the other Party as of the date hereof that:
9. It is duly organized and existing under the laws of the jurisdiction of its organization and has full power and legal rights to execute, deliver and perform this Assignment Agreement.
10. Its execution, delivery and performance of this Assignment Agreement has been duly authorized by all necessary actions and do not contravene any legal or contractual restriction binding on or affecting it, and the person signing this Assignment Agreement is authorized and empowered to do so.
11. It has obtained or submitted any authorization or approval or other action by, or notice to or filing with, any governmental authority or regulatory body that is required for the due execution, delivery and performance of this Assignment Agreement.
12. This Assignment Agreement constitutes its valid and legally binding obligations enforceable against it in accordance with its terms, except as may be limited by bankruptcy, reorganization, moratorium or similar laws affecting creditors’ rights generally.
13. No Event of Default (as defined below), or event which with notice and/or lapse of time would constitute an Event of Default, has occurred with respect to it.
14. No litigation, arbitration or administrative proceeding is current or pending or, so far as it is aware, threatened against it which would, if adversely determined, have a material adverse effect on its financial condition or its ability to perform its obligations hereunder.

# NON-PERFORMANCE.

* 1. “Event of Default” shall mean, with respect to a Party (the “Defaulting Party”):

1. the failure to make, when due, any payment required under this Assignment Agreement and such failure is not remedied within three (3) Business Days after written notice of such failure is given to the Defaulting Party, or
2. the failure to provide Adequate Assurance of Performance, as required by Section 10.3, within (3) Business Days after written notice of such demand is given to the Defaulting Party, or
3. any representation or warranty made in this Assignment Agreement that shall prove to have been false or misleading in any material respect when made or deemed to be repeated, or
4. the failure to perform any obligations set forth in this Assignment Agreement, other than its obligations to make any payment or obligations which are otherwise specifically covered in this Section 10.1 as a separate Event of Default, and such failure is not cured within five (5) Business Days after written notice thereof to the Defaulting Party, or
5. the Defaulting Party shall: (i) make an assignment or any general arrangement for the benefit of its creditors, or (ii) file a petition or otherwise commence, authorize or acquiesce in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors, or have such petition filed against it and such proceeding remains undismissed for thirty (30) days, or (iii) otherwise become bankrupt or insolvent (however evidenced), or (iv) be unable to pay its debts as they fall due.
   1. **EARLY TERMINATION.** If any Event of Default shall have occurred and be continuing, then the other Party (the “Non-Defaulting Party”) shall have the right to terminate this Assignment Agreement upon notice to the Defaulting Party and pursue any rights which the Non-Defaulting Party may have whether by agreement, operation of law, or otherwise.
   2. **ADEQUATE ASSURANCE OF PERFORMANCE.** If during the Term of this Assignment Agreement Assignee is determined to be out of compliance with the creditworthiness requirements set forth in Attachment L of Schedule 20A-ES and Attachment L of Schedule 20A-NSTAR of Section II of the ISO-NE Tariff, Assignee shall provide Adequate Assurance of Performance in an amount and for a term satisfactory to Eversource. “Adequate Assurance of Performance” shall mean security in the form of a standby irrevocable letter of credit acceptable to Eversource.
6. **NOTICES.** Any notice or communication in connection with this Assignment Agreement will be sufficiently given to a Party, if in writing and delivered in person, sent by registered or certified mail, in each case with return receipt requested, or by overnight courier, or given by facsimile (in each case with answer back or other confirmation of its receipt by the sender) at the address or facsimile number specified in this Assignment Agreement, or sent by electronic mail to the email address of the other Party provided below or such other email address as may be designated by written notice, upon the sender’s receipt of an acknowledgement from the intended recipient (such as by “return receipt requested function,” as available, return email or other written acknowledgement), provided that if such email notice is not sent during normal business hours of the recipient, such notice shall be deemed to have been delivered on the next business day of the recipient. Notices by hand delivery or facsimile shall be effective at the close of business on the day actually received, if received during receiving Party’s business hours on a Business Day, and otherwise shall be effective at the close of business on the next Business Day. Notice by overnight United States mail or overnight courier service shall be effective on the close of business on the next Business Day after such notice was sent.

If to AssigneeIf to Eversource:

Attention: Director, Electric Supply

Eversource Energy Service Company

107 Selden Street

Berlin, CT 06037 USA

Email: james.shuckerow@eversource.com

Facsimile: (860) 665-4588

1. **ASSIGNMENT.** Neither Party may assign its rights or its obligations hereunder without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed. Notwithstanding the preceding sentence, reassignment of the [Assignee’s Share of] Eversource Rights shall be permitted provided such reassignment is made pursuant to and in accordance with the ISO-NE Tariff and Schedule 20A.
2. **GOVERNING LAW.** This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut without reference to its choice of law doctrine.

IN WITNESS WHEREOF, the Parties have caused this Assignment Agreement to be executed by their respective authorized officials.

**Eversource Energy Service Company as agent for The Connecticut Light and Power Company, NSTAR Electric Company and Public Service Company of New Hampshire**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: James G. Daly

Title: Vice President,

Energy Supply

Date:

**( )**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title:

Date: