SCHEDULE F-9.0

SUMMARY OF KEY INDENTURE AND PREFERRED STOCK PROVISIONS AND LIMITATIONS

CL&P must comply with the provisions of its First Mortgage Bond Indenture and the Preferred Stock provisions of its Certificate of Incorporation. The following summarizes the CL&P Indenture provisions and the Preferred Stock provisions in the CL&P Certificate of Incorporation.

CL&P Indenture

Under CL&P's Indenture, as amended and restated on April 7, 2005, securities of any one or more series may be authenticated and delivered in an unlimited principal amount so long as, after giving effect to such issuance, the aggregate principal amount of all securities and secured debt outstanding at the issuance date does not exceed 75% of the sum of (i) the lesser of the depreciated cost or fair value of property then subject to the lien of the Indenture, and (ii) all available cash held by, or deposited with, the Trustee.

Also under the Indenture, the Company may not issue any secured debt unless, after giving effect to such issuance, (a) the Company would be permitted by the provisions of the Indenture to authenticate and deliver at least $1.00 of additional securities and (b) the aggregate principal amount of secured debt then outstanding would not exceed 3% of the sum of (i) the lesser of the depreciated cost or fair value of property then subject to the lien of the Indenture and (ii) all available cash then held by, or deposited with, the Trustee.

SCHEDULE F-9.0

SUMMARY OF KEY INDENTURE AND PREFERRED STOCK PROVISIONS AND LIMITATIONS

Other Limitations

1) All outstanding securities are redeemable prior to their maturity, in whole or in part, with the payment of a make-whole redemption premium.

2) The Indenture also permits the modification, with the consent of holders of 66-$^{2}/_{3}$% of the bonds affected, of any provisions of the Indenture, except that, without the consent of the holders of each bond of the series of bonds affected, no such modification may (a) reduce the percentage of holders required for any such modification, any waiver of compliance with any provision of the Indenture, or any default, or reduce the requirements for quorum or voting; (b) allow the creation of a lien equal to or prior to that of Indenture, (c) deprive such holders of the security of the lien, or (d) modify the Company's obligation as to the maturities, payment of principal, interest or premium, and other terms of payment on the affected bonds.

Preferred Stock Provisions

1) The preferred stock of CL&P consists of a single class, designated "Preferred Stock." A total of 9,000,000 shares of Preferred Stock, $50 par value per share, are authorized for issuance, of which 2,324,000 shares, issued in 13 series, are outstanding.

SCHEDULE F-9.0

SUMMARY OF KEY INDENTURE AND PREFERRED STOCK PROVISIONS AND LIMITATIONS

The outstanding series of Preferred Stock rank on parity in respect of dividends and payment in the event of liquidation and, to the extent not otherwise fixed and determined by the Company's Certificate of Incorporation or law, have the same rights, preferences, and powers.

Whenever the holders of the Preferred Stock have the right to vote or consent to an action under the Certificate of Incorporation or as provided by law, the outstanding series of Preferred Stock vote together as a single class, with each outstanding share of Preferred Stock entitled to vote entitled to one vote on each such matter.

Holders of shares of any series of Preferred Stock are entitled to receive cumulative dividends when declared by the Board of Directors at the annual rate provided for in each series. Dividends may not be declared or paid on Preferred Stock of any series unless dividends have been or are contemporaneously declared or paid on the Preferred Stock of all other series for all dividend periods terminating on the same or an earlier date.

2) No dividend may be paid on the common stock of the Company unless full cumulative dividends to the last preceding dividend date have been paid or set aside for payment to holders of the outstanding Preferred Stock.

3) As long as any shares of Preferred Stock are outstanding, the Company is, in effect, prohibited from paying dividends or distributions on the common stock if the ratio of

SCHEDULE F-9.0

SUMMARY OF KEY INDENTURE AND PREFERRED STOCK PROVISIONS AND LIMITATIONS

common stock equity to total capitalization, adjusted to reflect the proposed payment, is less than 20%, and such payments, along with such other payments on common stock made in the year ending on the date such proposed payment is to be made, exceed 50% of net income available for dividends on common stock in the previous 12 full calendar months, or if such ratio of common stock equity to total capitalization is between 20% and 25% and such payments exceed 75% of net income available for dividends on common stock in the previous 12 full calendar months.

4) Without the consent of holders of a majority of the outstanding shares of Preferred Stock, and provided that the holders of one-third of the aggregate voting rights represented by shares of Preferred Stock then outstanding do not dissent in writing or vote against such action, the Company may not issue or assume unsecured notes, unsecured debentures or other securities representing unsecured debt if immediately after such issue or assumption the total outstanding principal amount of all unsecured notes, unsecured debentures or other securities representing unsecured debt of the Company will exceed 20% of the Company's capital stock, surplus and outstanding secured indebtedness, or if immediately after such issue or assumption, the total outstanding principal amount of all unsecured notes, unsecured debentures or other securities representing unsecured debt of the Company having maturities of less than 10 years will exceed 10% of the Company’s capital stock, surplus and outstanding secured indebtedness.

SCHEDULE F-9.0

SUMMARY OF KEY INDENTURE AND PREFERRED STOCK PROVISIONS AND LIMITATIONS

5) The Company, without the consent of holders of a majority of the outstanding shares of Preferred Stock, may not issue, sell or otherwise dispose of any shares of then authorized but unissued Preferred Stock or any other stock ranking on parity with or having a priority over the Preferred Stock in respect of dividends or payment in case of liquidation if (a) for a period of 12 consecutive calendar months within the 15 calendar months immediately preceding the month of issue, the Income before Interest Charges for said period available for the payment of interest, after deducting taxes, including taxes based on income and the amount charged by the Company on its books to depreciation expense, was not at least 1½ times the sum of (i) the interest charges for one year on indebtedness to be outstanding immediately following the proposed issue, sale or other disposition, (ii) such rental charges as are not in the determination of Income before Interest Charges. and (iii) annual dividend requirements of shares of Preferred Stock and stock ranking on a parity with or having priority over the Preferred Stock outstanding and proposed to be issued, or (b) such issue would bring the aggregate amount payable on involuntary liquidation of the Company with respect to all shares of Preferred Stock and all shares of stock ranking on a parity with or having priority over the Preferred Stock to an amount in excess of common stock equity.

6) Without the consent of the holders of at least two-thirds of the outstanding shares of Preferred Stock, or at least two-thirds of the class of Preferred Stock affected if only one such class is affected, the Company may not increase the authorized amount of the Preferred Stock or stock ranking on a parity with the Preferred Stock as to

SCHEDULE F-9.0

SUMMARY OF KEY INDENTURE AND PREFERRED STOCK PROVISIONS AND LIMITATIONS

dividends or payment in case of liquidation beyond 9 million shares of Preferred Stock and $450 million aggregate par or stated value of Preferred Stock.

7) Without the consent of the holders of at least two-thirds of the outstanding shares of Preferred Stock, or at least two-thirds of the class of Preferred Stock affected if only one such class is affected, the Company may not authorize or issue any shares of any stock having a priority over the Preferred Stock, or issue any such shares more than 12 months after the date of such authorization.

8) Without the consent of the holders of at least two-thirds of the outstanding shares of Preferred Stock the Company may not change the rights, preferences, or powers of the Preferred Stock so as to affect adversely such right, preferences or powers provided that in no event may any reductions of the dividend rate or amounts payable on redemption or liquidation with respect to any shares of Preferred Stock be made without the consent of the holder thereof, and that no such reduction with respect to shares of any particular series of Preferred Stock may be made without the consent of all holders of shares of such series.