

## NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

Pursuant to the New Hampshire Public Utilities Commission's (Commission) order on Confidential Auction Data, Order No. 26,057, Sept. 19, 2017, in consideration for and as a condition of the J.P. Morgan Securities, LLC (JPM) and/or the Commission furnishing (or causing to be furnished) to you certain information concerning the auction (Auction) and the generation facilities (Assets) owned by Public Service Company of New Hampshire d/b/a Eversource Energy (Eversource), you hereby agree to hold and keep such information confidential in accordance with the following terms and conditions of this agreement (the "Agreement"):

### 1. Confidential Material

(a) As used herein, the term "Confidential Material" refers to (i) information of whatever nature relating to Eversource or the Assets, or relating to the Auction conducted by JPM or the bidders participating in the Auction, which you obtain either in electronic format, in writing, or orally from or pursuant to discussions with (A) Eversource or any of its owners, affiliates, directors, officers, employees, agents, investment bankers, attorneys, financiers, accountants, or any other representatives or advisors (collectively, the "Eversource Representatives"); or (B) JPM, the exclusive auction advisor selected by the Commission with respect to the Auction and sale of the Assets (the "Auction Advisor"), or any affiliates, directors, officers, employees, agents or other representatives of the Auction Advisor; or (C) the Commission or the Commission Staff or the Commission's outside attorneys; (ii) any and all other confidential or proprietary, financial, technical, commercial, or other information concerning Eversource's businesses and affairs or the businesses or affairs of any bidders or potential bidders in the Auction, that may be provided or made available to you directly or indirectly by or on behalf of Eversource or the Auction Advisor or the Commission in connection with the regulatory proceeding to review the results of the Auction; and (iii) all notes, summaries, forecasts, analyses, compilations, studies, or other documents made by you or your Representatives (as defined below), or received by you or your Representatives directly or indirectly from Eversource, the Auction Advisor, or the Commission, that contain or reflect, in whole or in part, confidential information described immediately above; in the case of each clause above, (iv) in whatever the form or storage medium, (v) whether or not such information is or was provided prior to or subsequent to the date of this Agreement, and (vi) whether or not such information is marked "Confidential" or bears a similar restrictive legend or other confidential designation.

(b) The term "Confidential Material" does not include information which (i) is or becomes generally available to the public other than as a result of a disclosure by you or your Representatives in violation of the terms and conditions hereof; (ii) was available to you on a non-confidential basis prior to its disclosure to you directly or indirectly by or on behalf of Eversource, the Auction Advisor, or the Commission; (iii) becomes available to you from a source other than Eversource, the Eversource Representatives, the Commission, the Commission Staff, or the Commission's outside attorneys, in connection with this proceeding, or the Auction Advisor, without such source being known or reasonably suspected by you (after reasonable due inquiry) to be in breach of an applicable confidentiality or non-disclosure agreement; or (iv) was

independently developed by you or your Representatives without the use of or reference to any Confidential Material.

2. Permitted Use and Non-Disclosure of Confidential Material.

You agree that you and your affiliates, directors, officers, employees, agents, attorneys, accountants, financial advisors, consultants, and any of your other representatives or advisors (collectively, your "Representatives") shall use all Confidential Material solely for the purpose of evaluating the Auction in this regulatory proceeding, and for no other purpose whatsoever. You agree that you and your Representatives shall keep the Confidential Material confidential and shall not disclose any of the Confidential Material to anyone; provided, however, that disclosure of such information may be made by you (i) to any of your Representatives who are actively and directly participating in the evaluation of the Auction and who need to know such information, it being understood and agreed that you shall cause each such Representative to treat such information as Confidential Material and comply with the terms of this Agreement as if such Representative were a party to this Agreement, and that you shall be responsible to Eversource and the Auction Advisor for any breach of the provisions hereof by any such Representative.

3. Return, Destruction, or Retention of Confidential Material. Upon written request of Eversource, the Auction Advisor, or the Commission, you shall promptly return or destroy all Confidential Material and any other information held by you or any of your Representatives who are in possession of such information in connection with your review of, or your interest in, the Auction, which contain or reflect any Confidential Material, in each case, along with all copies of the same. In all cases of destruction, you shall promptly provide to Eversource, the Auction Advisor, or the Commission, as applicable, certified written notice of such destruction. Notwithstanding the foregoing, you may keep (a) copies of the Confidential Material to the extent required by law, rule, regulation, or administrative order, and (b) backup copies of items containing or constituting Confidential Material in computer systems to the extent that routine computer backup procedures or processes create such copies; provided that, in either case, notwithstanding anything herein to the contrary, including the expiration of the term of this Agreement, (i) any such Confidential Material shall continue to be subject to all obligations of confidentiality set forth in this Agreement until such Confidential Material has been returned or destroyed as set forth in this section, and (ii) such Confidential Material shall be retained solely by your legal or compliance department and shall not be made available at any point thereafter to personnel in other departments, other Representatives, or any other person, without the express prior written consent of Eversource, the Auction Advisor, or the Commission. Notwithstanding the return or destruction of any Confidential Material, you and your Representatives shall continue to be bound by the confidentiality and other obligations hereunder.

4. Nature of Obligations. You and Eversource and the Auction Advisor agree that, except for any other Non-Disclosure Agreement signed by you in connection with participating as a potential bidder in the Auction process, neither Eversource, the Auction Advisor, the Commission, nor you, will be under any legal obligation of any kind whatsoever with respect to the Auction by virtue of this or any other written or oral expression with respect to the Auction by Eversource, the Auction Advisor, the Commission, or any of their respective Representatives, on the one hand, and you or your Representatives, on the other hand, except for the matters

specifically agreed to in this Agreement. This Agreement contains the entire and only agreement between Eversource, the Auction Advisor, and you concerning the subject matter hereof, and any term or condition of this Agreement may only be modified or waived by a separate writing executed by the parties hereto that expressly modifies or waives such term or condition.

5. Required Disclosure. If you or any of your Representatives become required (by deposition, interrogatory, request for documents, subpoena, civil investigative demand, regulatory review, or similar process) to disclose any of the Confidential Material, you agree to provide Eversource, the Auction Advisor, and the Commission with prompt prior written notice of, and the terms of and circumstances surrounding, such requirement, to the extent permitted by applicable law, rule, or regulation, so that Eversource, the Auction Advisor, or the Commission as intended third party beneficiary may seek a protective order or other appropriate remedy, and/or waive compliance with the terms and conditions of this Agreement. If such protective order or other remedy is not obtained, or if Eversource, the Auction Advisor, or the Commission waives compliance with the provisions hereof, then you and your Representatives agree to disclose only that portion of the Confidential Material that you are advised by counsel is reasonably necessary to ensure compliance with such requirement. In addition, you and your Representatives shall not oppose any action, and shall, if and to the extent required by Eversource, the Auction Advisor, or the Commission, and not otherwise prohibited by law, cooperate with, assist, and join with Eversource, the Auction Advisor, or the Commission, at the requesting party's expense, in any reasonable action, by Eversource, the Auction Advisor, or the Commission as intended third party beneficiary to obtain an appropriate protective order or other reliable assurance that confidential measures will be accorded to the Confidential Material.

6. Term. The terms and conditions of this Agreement, and all obligations of confidentiality contained herein, shall remain in full force and effect indefinitely and without expiration.

7. Remedies and Waiver. It is further understood and agreed that money damages may not be a sufficient remedy for any actual or threatened breach of any of the provisions of this Agreement, and that any party hereto may seek specific performance and injunctive and other equitable relief as a remedy for any such actual or threatened breach. It is further understood and agreed that no failure or delay by the parties hereto in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder. In the event of any litigation relating to this Agreement, if a court of competent jurisdiction determines in a final non-appealable decision that this Agreement has been breached by any party (including a breach hereof by your Representatives or any other signatory's Representatives), then the non-prevailing party shall reimburse the prevailing party for any reasonable legal fees and expenses incurred in connection with all such litigation. The existence of any claim or cause of action that you or any of your Representatives may have against Eversource, the Auction Advisor, or the Commission, or any of their affiliates or Representatives, shall not constitute a defense or bar to the enforcement of this Agreement.

8. Commission as Intended Third Party Beneficiary of Agreement. By signing this Agreement, you agree to be bound by the terms of the Commission's Order on Confidential Treatment of Auction Data, Order No. 26,057, (Sept. 19, 2017) as modified in Order No. 26,063, (Oct. 11, 2017), and you further acknowledge and agree that the Commission is an intended third

party beneficiary of this Agreement and as such may enforce the terms of that order and the terms and conditions of this Agreement, including, without limitation, the express rights and remedies provided for in Section 7 hereof, against you in a court of competent jurisdiction located in New Hampshire.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire. The parties hereto irrevocably and unconditionally consent hereby to submit to the exclusive jurisdiction of the Business and Commercial Dispute Docket (BCDD) of the Superior Court State of New Hampshire pursuant to N.H. Superior Court Civil Rule 207, or the United States District Court for the District of New Hampshire, for any action, suit, or proceeding arising out of or relating to this Agreement, and hereby further irrevocably and unconditionally waive and agree not to plead in any such court that any such action, suit, or proceeding brought in any such court has been brought in an inconvenient forum.

10. Severability. If any of the provisions of this Agreement is found to violate any statute, regulation, rule, order, or decree of any governmental authority, court, agency, or exchange, such invalidity shall not be deemed to affect any other provision hereof or the validity of the remainder of this Agreement, and such invalid provision shall be deemed deleted herefrom to the minimum extent necessary to cure such violation.

11. Assignment. This Agreement shall be for the benefit of and shall be enforceable by Eversource, the Auction Advisor, or the Commission as intended third party beneficiary, and their respective affiliates, successors, and assigns. It is understood that any assignment of this Agreement by you or your Representatives without the express prior written consent of Eversource, the Auction Advisor, and the Commission shall be void and of no effect. It is further understood that this Agreement shall bind and be enforceable against each party hereto and its successors, legal representatives, and permitted assigns.

12. Counterparts. This Agreement may be executed in one or more counterparts, and by the parties hereto on separate counterparts, each of which shall be deemed an original for all purposes and all of which together shall be deemed one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail, PDF, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

*[Remainder of Page Intentionally Left Blank]*

If you are in agreement with the foregoing, please sign and return the duplicate copy of this Agreement, which shall constitute the parties' entire agreement with respect to the subject matter hereof.

PUBLIC SERVICE CO. OF NEW HAMPSHIRE d/b/a EVERSOURCE ENERGY

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

Name: Robert A. Bersak

Title: Chief Regulatory Counsel

Date: \_\_\_\_\_

J.P. MORGAN SECURITIES, LLC

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

Name:

Title:

ACCEPTED AND AGREED TO:

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_