

Confidentiality Agreement

This Confidentiality Agreement (the "Agreement"), entered into and made effective as of June 18, 2010, is by and between Jacobs Consultancy ("Jacobs"), a California corporation, having a place of business at Morristown, New Jersey, and Public Service Company of New Hampshire ("PSNH"), a New Hampshire corporation, having a place of business at 780 North Commercial Street, Manchester, New Hampshire 03101 (together, the "Parties").

Whereas, PSNH is in the course of constructing a wet flue gas desulphurization system (the "FGD System" or "Scrubber Project"), in accordance with state law (RSA 125-O:11-18), at its Merrimack Station ("the Site") located in Bow, New Hampshire;

Whereas, Jacobs has been hired by the New Hampshire Public Utilities Commission staff ("NHPUC") to track and monitor the ongoing construction of the Scrubber Project which the law requires to be installed and operational no later than July 1, 2013; the scope of work may include, but is not limited to, a review of the bidding process and project contracts, proprietary technical specifications, scheduling goals, safety measures, and budgetary details, cost projections, and costs incurred by PSNH in the engineering, procurement, and construction of the Scrubber Project;

Whereas, PSNH's construction of the FGD System, despite the legislative mandate to install this specific technology at Merrimack Station, is currently the subject of litigation and threats of litigation by various parties and thereby subject to heightened and extraordinary scrutiny;

Whereas, PSNH must make available extensive confidential commercial and financial information and other sensitive information to Jacobs on an ongoing basis for the duration of the Scrubber Project in order for Jacobs to perform the requested independent monitoring and auditing function;

Whereas, PSNH and contractors for the Scrubber Project consider all such information as business confidential and proprietary and seek to maintain it as confidential;

Whereas, Jacobs Consultancy is a wholly owned subsidiary of Jacobs Engineering, and certain contractors engaged in the Scrubber Project view Jacobs Engineering as a competitor, thus requiring screening mechanisms to be instituted to protect commercially sensitive information;

Whereas, the Parties agree that in order for Jacobs to properly conduct a review with due diligence and to provide an objective and independent analysis of the project for the PUC, all such confidential and sensitive information will be made available by PSNH to Jacobs and protected as Confidential Information (as delineated below) by Jacobs;

Now therefore, in consideration of the mutual promises and covenants made herein, and with the intent to be legally bound hereby, the Parties agree as follows:

1. E-room Technology. For purposes of this Agreement, the term "e-room" shall mean a web-based software solution designed to facilitate electronic document sharing related to the Scrubber Project in a secure, password-protected manner. The e-room shall be created by a PSNH e-room administrator and shall serve as a repository for confidential business information relevant to the Scrubber Project. Access to the e-room shall be restricted by the e-room administrator, granting only authorized users the ability to access the documents contained therein. The e-room administrator shall grant e-room access solely to employees of Jacobs Consultancy to facilitate review and analysis of the confidential documents, subject to the terms of this agreement between the Parties; the contents of the confidential documents shall not be shared or discussed with employees of the parent company, Jacobs Engineering, with the exception of Larry Dalton or his replacement (if a replacement is necessary), and such person employed by Jacobs Engineering shall be bound by the terms and conditions of this Agreement. Due to the competitively sensitive information contained in certain documents, no documents in the e-room shall be printed out without express permission from PSNH. Any notes on the contents of the confidential documents shall be treated as confidential information. For purposes of any future legal or regulatory proceeding, providing access to confidential documents via an e-room to a limited number of reviewers at Jacobs, subject to the terms of this agreement, shall not be construed as a waiver of any rights PSNH may have in regard to maintaining the confidentiality of these documents.

2. Confidential Information. For purposes of this Agreement, "Confidential Information" shall mean proprietary or confidential information of a business and/or technical nature related to the Scrubber Project that is owned or controlled by PSNH, and may also include such information as described above that is sensitive in nature due to potential or pending litigation. Confidential Information subject to this Agreement includes information that may be acquired directly or indirectly from PSNH at the Site or PSNH offices or via the PSNH e-room which PSNH will set up specifically for Jacobs' document review purposes, and may be in intangible form, such as unrecorded knowledge, ideas, or conceptions or information communicated orally or by visual observation, or may be embodied in tangible form, such as a document. The term "document" includes but is not limited to written memoranda, drawings, draft contract documents, schedules, specifications, products, accounting, business projections, cost estimates, bid tabulations, notebook entries, photographs, graphic representations, firmware, computer information or software, information communicated by other electronic or magnetic media, or models. Confidential Information shall **not** include information that:

- a. is already known to Jacobs and was properly obtained by Jacobs prior to the effective date of this Agreement;
- b. is already in the public domain or becomes available to the public other than through a negligent act or omission or willful misconduct of Jacobs;

- c. is acquired in good faith from a third party and at the time of acquisition Jacobs has no knowledge or reason to believe that such information was wrongfully obtained or disclosed by the third party;
- d. is independently developed by Jacobs from information not defined as "Confidential Information" in this Agreement, as evidenced by Jacob's written records; or
- e. is disclosed to Jacobs by PSNH and, at the time of such disclosure (or thereafter) PSNH states that it is not "Confidential Information."

3. Nondisclosure and Use of Confidential Information. Confidential Information shall be held in trust and confidence by Jacobs and shall not be used for any purpose other than managing and completing the scope of work Jacobs has agreed to perform in accordance with the agreement between the NHPUC and Jacobs, which includes the monitoring and analysis of the engineering, procurement, and construction phases of the Scrubber Project and the preparation of reports on such for the NHPUC. For the duration of this monitoring/audit process, PSNH shall maintain an e-room for all Confidential Information relevant to the Scrubber Project with access provided to those Jacobs employees participating in the review process. Access to the Confidential Information will not be provided to anyone other than identified Jacobs employees without prior written permission from PSNH. Documents may be viewed in their entirety (other than some individual rates or similar competitively sensitive information which may be redacted and provided in tabulated form) in the PSNH e-room and shall not be printed out without express permission of PSNH. Contractors competitive with Jacobs Engineering may redact individual rates or similar competitively sensitive information from proprietary documents but will provide tabulated rates or summary information. Jacobs shall require all principles and employees having access to the e-room and the Confidential Information to be bound by the terms of this Agreement. Jacobs shall be responsible for any breach of this Agreement by its principles or employees. Confidential Information shall be held in strict confidence by Jacobs and protected appropriately, and any and all such Confidential Information shall not be disclosed without prior written consent of PSNH, except to those principles and employees with a need to know the Confidential Information for the purposes of this work.

4. Required Disclosure of Confidential Information. Although it is understood by the parties that Confidential Information will be reviewed by Jacobs and that the analysis of that Information is essential in its monitoring and review of the Scrubber Project, the documents that form the basis of Jacobs' conclusions shall not be provided to the NHPUC staff without the prior notification and permission of PSNH so that PSNH may seek an appropriate

protective order and/or waive compliance with the terms of this Agreement. Furthermore, should any other legal or regulatory authority request the Confidential Information, Jacobs shall cooperate with PSNH in any efforts PSNH may undertake to prevent or limit such disclosure pursuant to and in compliance with the rules or regulations of the authorized body requiring such disclosure. In the event that a protective order or other remedy is not obtained by PSNH within thirty (30) days of notice from Jacobs, or within the timeframe set by the legal or regulatory authority seeking the information at issue, or PSNH waives compliance with the provisions hereof, Jacobs agrees to furnish only that portion of the Confidential Information that it reasonably determines, in consultation with counsel, is consistent with the scope of the demand. At the time of submission of such materials to the governmental or regulatory authority, Jacobs shall exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

5. Remedies. Jacobs agrees that money damages would not be a sufficient remedy for any breach of this Agreement and that PSNH shall be entitled to injunctive or other equitable relief prohibiting any such breach or disclosure of any Confidential Information. Such remedy shall not be the exclusive remedy for any breach of this Agreement, but shall be in addition to all other rights and remedies available at law or in equity.

6. Return of Material. Upon conclusion of the monitoring process and final report to the PUC, all Confidential Information in the possession and/or control of Jacobs shall be returned to PSNH or destroyed, at the option and instruction of PSNH and its contractors.

7. No Other Agreement. It is understood that this Agreement is not intended to and does not obligate either Party to enter into any further agreements or to proceed with any possible relationship or other transaction.

8. No License. It is understood that nothing contained in this Agreement shall be construed as granting or conferring rights by license or otherwise in any Confidential Information disclosed to Jacobs.

9. Amendment. Any amendment to this Agreement must be in writing and signed by an authorized representative of each Party.

10. No Assignment. This Agreement may not be assigned by either Party unless prior written consent is obtained; however, either Party may assign this Agreement (including the right to enforce its terms) to a parent or subsidiary at its sole discretion without consent.

11. Non-Waiver. The waiver of any provision of this Agreement shall not constitute or be construed as a waiver of any other provision whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

12. Governing Law. This Agreement shall be governed by, and construed in accordance with the laws of the State of New Hampshire without regard to its conflict of laws provisions.

13. Term. This Agreement and the obligations contained herein shall remain in effect for a period of six years following the completion of the Scrubber Project.

14. Entire Agreement. This Agreement constitutes the full and entire agreement between the Parties regarding the confidentiality of Confidential Information.

15. Counterparts. This Agreement may be signed in counterparts, each of which may be deemed an original, and all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in duplicate by their duly authorized representatives effective as of the day and year set forth above.

JACOBS CONSULTANCY

By: Salvatore D. Marano

Name: SALVATORE D. MARANO
(Print Name)

Title: MANAGING DIRECTOR

PUBLIC SERVICE COMPANY of NEW HAMPSHIRE
(PSNH)

By: Robert A. Bersak

Name: ROBERT A. BERSAK
(Print Name)

Title: ASSISTANT SECRETARY