



WHEREAS, the Wood IPP Generators have agreed to withdraw from and terminate their participation in the Pending Appeals and to abstain from further appeals or opposition to the Amended PPA approval before the NHPUC or any court or to any federal, state or local governmental permitting of the Berlin Facility, and the Parties have agreed to support approval by the NHPUC of the IPP Power Purchase Agreements, all on and subject to the terms and conditions specified herein;

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

1. Acknowledgement of and Support for IPP Power Purchase Agreements. The Parties hereby acknowledge that PSNH and the Wood IPP Generators have executed and delivered IPP Power Purchase Agreements on or about the date hereof, and each Party agrees, on behalf of itself and its parents, subsidiaries, affiliates, principals, officers, directors, members, managers, representatives and agents (collectively, "Related Persons"), to support, and not oppose or challenge, directly or indirectly, in any respect or in any forum, approval by the NHPUC of the IPP Power Purchase Agreements. In furtherance of and not in limitation of the foregoing, the Parties (other than Laidlaw), along with the Governor of the State of New Hampshire (or his designee) and the Staff of the New Hampshire Public Utilities Commission shall timely file with the NHPUC a petition for approval of the IPP Power Purchase Agreements and shall diligently pursue the NHPUC approval process.

2. Wood IPP Generators' Withdrawal from Pending Appeals and from Opposition to Permitting of the Berlin Facility. Each of the Wood IPP Generators hereby agrees to withdraw from and terminate its participation in the NHPUC Docket, including, but not limited to, the Pending Appeals (subject to the escrow provisions set forth below), and agrees not to participate in or otherwise support any further challenge to or appeal of any order issued in or by any other administrative agency or court with respect to the Amended PPA approval, and, until the end of the term of its IPP Power Purchase Agreement or any separate agreement it has with Cate Street, whichever is later, agrees not to otherwise oppose or challenge, directly or indirectly, the permitting of the Berlin Facility in or before any federal, state or local governmental permitting authority. Upon execution and delivery of this Agreement by all of the Parties, the Wood IPP Generators shall execute a notice of withdrawal of the Pending Appeals in the form attached as Exhibit A (the "Notice"), which Notice will be held by McLane, Graf, Raulerson & Middleton Professional Association and filed or returned in accordance with the Procedure For Withdrawal of Appeal attached as Exhibit B. The Wood IPP Generators shall also withdraw from the NHPUC Docket immediately following the filing of the Notice with and acceptance by the New Hampshire Supreme Court.

3. Parties' Mutual Releases. In consideration of the foregoing agreements, each Party, for itself and for its Related Persons, hereby releases, remises, discharges, holds harmless

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and covenants not to sue each of the other Parties and its respective Related Persons, from or with respect to any and all claims, demands, damages, losses, suits, proceedings, actions, causes of action, injunctive relief or other equitable or legal remedies, of any kind or nature, whether at law or in equity, whether asserted or unasserted, whether known or unknown, and whether now or hereafter existing (collectively, "Claims"), that arise under or are related to the NHPUC Docket and its participation therein (including any Claims that were made therein or could have been made therein), the Pending Appeal and its participation therein, the Amended PPA (with the exception of any contractual obligations between the parties to the Amended PPA arising thereunder), the IPP Power Purchase Agreements (with the exception of any contractual obligations between the parties to any of the IPP Power Purchase Agreements arising thereunder), and their negotiation, execution and delivery, and any conduct, communications, negotiations, meetings, course of dealing or other actions related to any of the foregoing, on or before the date hereof (collectively, "Released Claims"). Each Party, on behalf of itself and its Related Persons, hereby represents and warrants to the other Parties that it is the sole owner of all such Released Claims and that it has not sold, assigned, conveyed, granted, donated, given or otherwise transferred any right or interest in or with respect to any of the Released Claims. The foregoing release, remise, discharge, hold harmless obligation and covenant not to sue shall be effective with respect to PSNH only to the extent that the same are reviewed by the NHPUC and approved in a final and non-appealable order issued by the NHPUC. PSNH hereby represents and warrants that it has no knowledge, after due inquiry, of any such claims, demands, damages, losses, suits, proceedings, actions, causes of action, injunctive relief or other equitable or legal remedies against or with respect to any other Party.

4. **Enforcement of Agreement.** The Parties acknowledge and agree that any breach of this Agreement by another Party or any of its Related Persons would cause immediate and irreparable harm for which no damages or other remedy at law would be sufficient and, therefore, each Party shall have the right to enforce this Agreement through injunctive relief, specific performance and other equitable remedies, in any such case without the posting of any bond or security in connection therewith. Notwithstanding any other term or provision of this Agreement, the obligations and liabilities of each Party shall be separate and independent in all respects from, and not joint or several with, each and all of the other Parties, and no Party shall be responsible or liable for the breach or failure of performance of any other Party.

5. **Nondisparagement.** Each Party agrees not to disparage or criticize (provided that any statements that are factual and accurate, and not opinion or belief, shall not be deemed to be disparaging or critical), orally or in writing, any of the other Parties or their Related Persons in the public media or other public forum (or to any person or in any forum such that it is reasonably foreseeable to become public) by or through any authorized employee or representative of such Party, provided that the foregoing restrictions shall be in effect with respect to disparagement or criticism by each Party only until, with respect to each Wood IPP Generator, the end of the term of its IPP Power Sales Agreement or any separate agreement it has with Cate Street, whichever is later. This non-disparagement agreement shall not in any way