

**THE STATE OF NEW HAMPSHIRE
SITE EVALUATION COMMITTEE**

**In the matter of the
Application for Certification
Pursuant to RSA 162-H of
ANTRIM WIND ENERGY, LLC**

Docket No. 2012-01

**MOTION OF COUNSEL TO THE PUBLIC FOR LEAVE TO RETAIN
A FINANCIAL CONSULTANT AND FOR AN ORDER DIRECTING
ANTRIM WIND ENERGY, LLC TO BEAR THE COSTS THEREOF**

Counsel for the Public, by his attorneys, the Office of the Attorney General, hereby moves, pursuant to RSA 162-H:10, V, for leave to retain an expert consultant on financial matters and for an order directing Antrim Wind Energy, LLC (“Applicant”), to bear the costs and fees of the Consultant and reimburse Counsel For the Public in an amount up to \$75,000. In support hereof, Counsel for the Public respectfully represents as follows:

1. On January 31, 2012, Antrim Wind Energy, LLC (the “Applicant”) filed its Application for a certificate of site and facility under RSA c. 162-H.
2. On April 30, 2012, the Attorney General appointed the undersigned as Counsel for the Public pursuant to RSA 162-H: 9.
3. Pursuant to RSA 162-H: 10, V, Counsel for the Public may employ such consultants as are necessary to further his duties under ch. 162-H. Also pursuant to RSA 162-H:10, V, the cost of such consultants “shall be borne by the applicant in such amount as may be approved by the Committee.”

4. Counsel for the Public wishes to retain Deloitte Financial Advisory Services LLP ("Deloitte FAS" or the "Consultant"). The Consultant has wide experience in analyzing projects and corporate financial matters, and in particular energy and renewable energy projects. The Consultant will be paid up to \$75,000 to conduct a study and prepare a report in advance of the prefiled testimony deadline, but will not be present for cross examination. Deloitte also requires a retainer in the amount of \$30,000. Alternatively, for additional compensation, the Consultant would also appear for cross examination. Please see attached biographies and firm description.

5. A study of the Applicant's financial and managerial capability is necessary because it appears from the record thus far that the Applicants are inexperienced in constructing and operating wind projects of a commercial scale, they lack financing or capital, they do not have a power purchase agreement, and they depend upon significant contracts with unknown third parties for the development, construction and operation of the Project that have not yet been made. It also appears from the record that the Applicant intends to seek an approval similar to that granted in *Granite Reliable* without a similar demonstrable track record of actual accomplishments. It is noteworthy, moreover, that the conditional arrangement approved in the *Granite Reliable* case ultimately proved unsuccessful to that applicant and the project was sold to Brookfield which did not require the kind of financing that had been planned by the *GRP/NEP* applicants.

6. Counsel for the Public believes that the independent review of the submissions by the Applicant and its consultants will be of significant value to the

Committee in conducting an objective evaluation of this Project and putting the Applicant's submissions in perspective and provide necessary information concerning the financial viability of the Project and the capability of the principals of the Applicant.

7. Counsel For the Public has conferred with the other parties to the case.

The following parties assented:

Audubon Society of N.H.

Appalachian Mountain Club

Industrial Wind Action group

Kathryn Sullivan

Antrim Conservation Association

Antrim Planning Board

Consolidated North Branch ("Block")

Edwards and Allen.

The Harris Center took no position.

The Antrim Select Board did not respond.

The Applicant did not oppose the engagement but objects to the fees to be paid in each instance, except for Mr. Lloyd-Evans, as "unreasonably high." With respect to the Deloitte retention the Applicant objects because the engagement does not include testimony. With respect to Tocci and Deloitte the Applicant objects to retainers.

Wherefore, Counsel for the Public prays that the Committee enter an order, in the form attached hereto, authorizing the employment of Deloitte FAS as consultant


pursuant to RSA 162-H:10, V, and directing the Applicant to bear the costs, as incurred monthly, up to a total of \$75,000, and granting such other relief as may be just.

Respectfully submitted this 18th day of June, 2012,

PETER C.L. ROTH
COUNSEL TO THE PUBLIC

By his attorneys

MICHAEL A. DELANEY
ATTORNEY GENERAL

A handwritten signature in cursive script, appearing to read "Peter C. Roth", is written over a horizontal line.

Peter C.L. Roth
Senior Assistant Attorney General
Environmental Protection Bureau
33 Capitol Street
Concord, New Hampshire 03301-6397
Tel. (603) 271-3679

Certificate of Service

I, Peter C.L. Roth, do hereby certify that I caused the foregoing to be served upon each of the parties named in the Service List of this Docket.

Dated: June 18, 2012



Peter C.L. Roth

June 14, 2012

Peter Roth
Associate Attorney General
Department of Justice
Office of the Attorney General for the State of New Hampshire
33 Capital Street
Concord, NH 03301

Re: Terms of Engagement of Deloitte Financial Advisory Services LLP as Financial Advisor to the State of New Hampshire in connection with a wind power generation project proposed to be built in Antrim, New Hampshire

Dear Mr. Roth:

This letter sets forth the agreement between the State of New Hampshire, Office of the Attorney General (the "Client", "State" or "you") and Deloitte Financial Advisory Services LLP ("Deloitte FAS" and "we"), effective as of June 14, 2012, whereby Deloitte FAS' personnel will provide to Client the services described herein. The General Business Terms & Conditions applicable to this engagement are attached to this letter as Appendix A and are incorporated herein by reference.

UNDERSTANDING OF ROLES

- Deloitte FAS will provide the following services ("Services"), as requested by Client and agreed to by us. The Services shall not include expert testimony or litigation support consulting in any existing or pending litigation, arbitration or other dispute involving attest clients (or their affiliates) of Deloitte & Touche LLP or any member firm of Deloitte Touche Tohmatsu Limited. It is our understanding that our role will be to assist the State with its assessment of a proposed 30 megawatt (MW) wind power generation project in the Town of Antrim, New Hampshire (referred to hereafter as "Antrim Wind Project" or the "Project"). We understand that Antrim Wind Energy LLC ("AWE") is the Project's sponsor and that AWE has filed an application with the New Hampshire Site Evaluation Committee to gain approval of the proposed site to construct the Project. In order to assist the State with its evaluation, we anticipate that the Services will include:
 - Providing an assessment of the Project's business plan and financial model, as provided by AWE. Elements of this will include:
 - Projected revenue expectations
 - Planned operations expenses

- Capital expenditure plans and requirements
- Developing an assessment of the current market for financing development stage wind power projects
- Developing an assessment of whether or not the Project's funding plan is consistent with similar enterprises and has elements in place that are typical for success in similar development projects
- Evaluating the background of the individuals responsible for the Project's development and execution, using public and commercially available information in order to assess their experience in successful development of such efforts

Deloitte FAS shall provide such other services as may be agreed to by Deloitte FAS and the Client in writing based on discussions with you as the engagement progresses and additional information is obtained during the course of the engagement.

You acknowledge and agree that you are responsible for supplying complete and accurate information, representations, and books and records upon which we may rely, including any such information from AWE, and we shall have no responsibility for mistakes or omissions on our part arising as a result of having relied upon information, representations, or books and records provided by AWE, you or on your or AWE's behalf that were inaccurate or incomplete. In addition, in connection with the Services provided hereunder, we will not audit or otherwise verify the materials provided to us, nor will we provide any assurances concerning the reliability, accuracy, or completeness of any materials provided by or on behalf of you or any other party, and our Services cannot be relied on to disclose errors or fraud should they exist. We shall have no responsibility for updating our Services unless pursuant to a new engagement letter.

DELIVERABLES

Upon completion of the procedures outlined in the "Understanding of our Role" section of this letter, we will prepare written testimony that describes the Services and our findings. We will issue this to you first in draft form to allow for your review for factual concerns. Our final written testimony will be prepared and submitted thereafter. At this time, we do not anticipate that anyone from Deloitte FAS will be required to participate in a deposition, in-person testimony, or cross examination, however we will be available to provide these services if required.

ENGAGEMENT TIMELINE

Based on our discussions with you, our understanding of the engagement timeline is as follows (all dates in 2012):

- Receive signed engagement letter and commence work – June 15;
- Review permit application, prepare and issue draft deliverable – June 29;
- Receive comments on draft deliverable – July 6;

- Revise and issue revised draft deliverable – July 13;
- Receive final comments and issue final deliverable – July 18;
- Pre-trial testimony (attendance by Deloitte FAS, if required) – July 20;
- Assist in responding to questions arising from informal discovery – July 21 to August 20;
- Hearing (Deloitte FAS attendance not required) – first week of September.

ENGAGEMENT STAFFING AND FEES

Keith Adams will serve as engagement partner, and maintain overall responsibility for the engagement on behalf of Deloitte FAS. Paul Warley will serve as a subject matter advisor related to project finance and related issues. Peter Hannagan will serve as the engagement manager, coordinating daily management of the engagement assisted, as appropriate, by staff. Professional bios for Keith, Paul and Peter are included as Appendix B. Technical support may also be provided by other professionals who will be identified during the course of this engagement. However, circumstances may occur that could result in changes to our anticipated staffing for this engagement.

You agree that Deloitte FAS will be compensated at an hourly rate of \$325 for professional time plus out of pocket expenses incurred during this engagement. Our fees are based on the hours actually expended incurred by Deloitte FAS personnel in execution of the Services, multiplied by the hourly billing rate for this engagement.

Because the scope, depth, and timing of our Services to you may change, it is difficult to estimate our total fees in advance. However, we currently estimate that our professional fees for this assignment will range between \$65,000 and \$75,000. If Deloitte personnel are required to participate in an in-person deposition, in-person testimony, or cross examination, we will perform these additional services at the hourly rate provided above. We will endeavor to discuss changes in our scope and activities with you before proceeding and, if you request, provide fee estimates for specific assignments.

Notwithstanding anything herein to the contrary, neither Counsel for the Public, nor the State of New Hampshire, shall be liable for any of Deloitte FAS's fees and costs hereunder. Pursuant to RSA 162-H:10, V, the Client will seek an order from the New Hampshire Site Evaluation Committee authorizing Deloitte FAS's retention and directing the Applicant to pay Deloitte FAS's fees and costs (the "Order"). The Order shall require Applicant to pay a retainer of \$30,000.00 to Deloitte FAS prior to the commencement of work, which retainer will be applied to the total fees and expenses owed by the Applicant at the conclusion of the work. The Order shall also require the Applicant to pay our invoices upon presentation. Deloitte FAS's work under this engagement will not begin until it has received a copy of the Order. Deloitte FAS shall bill the Applicant directly for the services provided hereunder as described in the Order and shall be solely responsible for collection of its fees and expenses. The Client agrees that it will cooperate with Deloitte FAS in collecting fees, but in no way agrees to indemnify Deloitte FAS for such fees or collection costs. The payment of Deloitte FAS's fees by the Applicant shall not

create privity between Deloitte FAS and the Applicant, nor shall it give Applicant any rights under this engagement letter or with respect to the Services.

We will provide you with a statement on a biweekly basis showing the amount of fees and expenses incurred during such period. The invoices are payable upon presentation.

As to expenses, Deloitte FAS will be entitled to reimbursement of reasonable expenses incurred in addition to our fees and in connection with this engagement, including but not limited to travel, report preparation, delivery services, photocopying and other costs included in providing the Services.

DISCLOSURE OF RELATIONSHIPS

As you know, Deloitte FAS is a large firm and we, as well as our affiliates, are engaged by new clients every day. Therefore, we cannot assure that, following the completion of our internal conflict search, an engagement for or involving the parties-in-interest or their respective attorneys and accountants will not be accepted by Deloitte FAS or its affiliates. Should any potential conflict come to the attention of Deloitte FAS, we will endeavor to resolve such potential conflict and will determine what action needs to be taken. You agree that you will inform us of the parties-in-interest to this matter or of additions to, or name changes for, those parties-in-interest whose names you provided.

LIMITATIONS OF THE SERVICES

The Services will not result in the issuance of any written or oral communications by Deloitte FAS to the Client or any third parties expressing any opinion, conclusion, or any other form of assurance with respect to, among other things, accounting policies, financial data, financial statements and related footnotes, appropriate application of generally accepted accounting principles, disclosure, operating or internal controls, compliance with the rules and regulations of the Securities and Exchange Commission or the Public Company Accounting Oversight Board, compliance with the Sarbanes-Oxley Act of 2002 and related rules and regulations, or any other matters.

You understand that the Services may include access to the work of the Project's professional advisors or to financial statements or financial information or data reported on by such other professional advisors. The State agrees that such access is not for the purpose of affirming or evaluating the procedures or professional standards used by such other professional advisors. In this regard, we call your attention to the possibility that other professional advisors may perform procedures concerning the same information or data, and perhaps the same accounts and records, and reach different observations than Deloitte FAS for a variety of reasons, including the possibilities that additional or different information or data might have been provided to them that was not provided to Deloitte FAS, that they might perform different procedures from Deloitte FAS, or that professional judgments concerning, among others, complex, unusual, or poorly documented matters may differ.

The Services to be provided by Deloitte FAS will not include any predictions or provide any opinions or other assurances concerning the outcomes of future events, including, without limitation, those that pertain to the operating results of any entity, the achievability of any business plan, the success of any investment, the recovery of any asset, or the ability to pay any debt. By signing this letter, the State expressly acknowledges that Deloitte FAS does not guarantee, warrant, or otherwise provide any assurances that the Project will be successfully completed or perform as depicted in its regulatory filings or other documents to which Deloitte FAS may be given access.

The Client recognizes and acknowledges that by performing the Services, Deloitte FAS is not acting in any Client management capacity and that the Client has not asked Deloitte FAS to make, nor has Deloitte FAS agreed to make, any business decisions on behalf of the Client. All decisions about the Client's business or operations, including, but not limited to, decisions concerning the execution of transactions with other entities and the establishment of terms for such transactions, remain the sole responsibility of the Client's management.

OTHER MATTERS

The Client agrees that, without Deloitte FAS' prior written permission, any reports, schedules, documents, or other materials provided by Deloitte FAS are not to be used, in whole or in part, by the Client for any purpose other than in connection with this matter.

* * * * *

This engagement letter, incorporating by reference the attached General Business Terms & Conditions, constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements and understandings among the parties, whether written or oral, with respect to the subject matter hereof.

If the foregoing represents your agreement, please sign the enclosed copy of this letter in the space provided and return it to me; or if you have any questions, please call Keith Adams at (404) 631-3455 or Peter Hannagan at (202) 378-5057. We appreciate the opportunity to work for you and look forward to your prompt response.

Very truly yours,

Deloitte Financial Advisory Services LLP

Deloitte Financial Advisory Services LLP

By: Keith E. Adams

Agreed and Accepted by:

The State of New Hampshire Office of the Attorney General

By: _____

Name: _____

Title: _____

Date: _____

Appendix A

GENERAL BUSINESS TERMS & CONDITIONS

1. Services.

- a) It is understood and agreed that the Services under the engagement agreement to which these terms are attached (the "Engagement Agreement") shall be performed under the Standards for Consulting Services of the American Institute of Certified Public Accountants and may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, the Client. For purposes of these terms and the Engagement Agreement, the "Client" shall mean the State of New Hampshire, Office of Attorney General.
- b) The Client acknowledges that the Deliverables are complete only when presented in their entirety and only for the purpose stated therein. Furthermore, the Client acknowledges that: (1) neither the Services nor any Deliverables, in whole or in part, shall constitute a fairness or solvency opinion; (2) Deloitte FAS will not provide any legal advice or address any questions of law; and (3) the performance of the Services does not constitute an audit conducted in accordance with generally accepted auditing standards, an examination of internal controls, or other attestation or review services in accordance with standards established by the American Institute of Certified Public Accountants (the "AICPA"), the Public Company Accounting Oversight Board (the "PCAOB"), or other regulatory body.

2. Payment. Deloitte FAS' invoices are due upon presentation. Invoices upon which payment is not received within thirty (30) days of the invoice date shall accrue a late charge of the lesser of (a) 1½ percent per month or (b) the highest rate allowable by law, in each case compounded monthly to the extent allowable by law. Without limiting its rights or remedies, Deloitte FAS shall have the right to halt or terminate the Services entirely if payment is not received within thirty (30) days of the invoice date. The Client shall be responsible for all taxes imposed on the Services or on the transaction, other than Deloitte FAS' income taxes imposed on a net basis or by employment withholding, and other than taxes imposed on Deloitte FAS' property. In addition, Deloitte FAS will be compensated for any time and expenses (including, without limitation, reasonable legal fees and expenses) that Deloitte FAS may incur in considering or responding to discovery requests or other requests for documents or information, or in participating as a witness or otherwise in any legal, regulatory, arbitration, or other proceedings (including, without limitation, those unrelated to the matters that are subject to this engagement) as a result of or in connection with the Services or the Engagement Agreement.

3. Term. Unless terminated sooner in accordance with its terms, this engagement shall terminate on the completion of the Services. This engagement may be terminated by either party at any time, with or without cause, by giving written notice to the other party not less than thirty (30) days before the effective date of termination, provided that, in the event of a termination for cause, the breaching party shall have the right to cure the breach within the notice period. Deloitte FAS may terminate this engagement upon written notice to the Client if it determines that (a) a governmental, regulatory, or professional entity (including, without limitation, the AICPA, the PCAOB, or the Securities and Exchange Commission ("SEC")), or an entity having the force of law has introduced a new, or modified an existing, law, rule, regulation, interpretation, or decision, the result of which would render Deloitte FAS' performance of any part of the engagement illegal or otherwise unlawful or in conflict with independence or professional rules, or (b) circumstances change (including, without limitation, changes in ownership of the Client or any of its affiliates) such that Deloitte FAS' performance of any part of the engagement would be illegal or otherwise unlawful or in conflict with independence or professional rules. Upon termination of the engagement, the Client will compensate Deloitte FAS under the terms of the Engagement Agreement for the Services performed and expenses incurred through the effective date of termination.

4. Deloitte FAS Technology, Property and Deliverables.

- a) Deloitte FAS has created, acquired, or otherwise has rights in, and may, in connection with the performance of the Services, employ, provide, modify, create, acquire, or otherwise obtain rights in, works of authorship, materials, information, and other intellectual property (collectively, the "Deloitte FAS Technology").
- b) Except as provided below, upon full and final payment to Deloitte FAS hereunder, the tangible items specified as deliverables or work product in the Engagement Agreement (the "Deliverables") shall become the property of the Client. To the extent that any Deloitte FAS Technology is contained in any of the Deliverables, Deloitte FAS hereby grants the Client, upon full and final payment to Deloitte FAS hereunder, a royalty-free, fully paid-up, worldwide, nonexclusive license to use such Deloitte FAS

Technology in connection with the Deliverables.

- c) To the extent that Deloitte FAS utilizes any of its property (including, without limitation, the Deloitte FAS Technology or any hardware or software of Deloitte FAS) in connection with the performance of the Services, such property shall remain the property of Deloitte FAS and, except for the license expressly granted in the preceding paragraph, the Client shall acquire no right or interest in such property. Notwithstanding anything herein to the contrary, the parties acknowledge and agree that (1) Deloitte FAS shall own all right, title, and interest, including, without limitation, all rights under all copyright, patent, and other intellectual property laws, in and to the Deloitte FAS Technology and (2) Deloitte FAS may employ, modify, disclose, and otherwise exploit the Deloitte FAS Technology (including, without limitation, providing services or creating programming or materials for other clients). Deloitte FAS does not agree to any terms that may be construed as precluding or limiting in any way its right to (1) provide consulting or other services of any kind or nature whatsoever to any person or entity as Deloitte FAS in its sole discretion deems appropriate or (2) develop for itself, or for others, materials that are competitive with or similar to those produced as a result of the Services, irrespective of their similarity to the Deliverables.
 - d) To the extent any Deloitte FAS Technology provided to the Client hereunder is a product (to the extent it constitutes merchandise within the meaning of section 471 of the Internal Revenue Code), such Deloitte FAS Technology is licensed to the Client by Deloitte FAS as agent for Deloitte FAS Products Company LLC on the terms and conditions herein. The assignment and license grant in this paragraph 4 do not apply to any works of authorship, materials, information or other intellectual property (including any modifications or enhancements thereto or derivative works based thereon) that is subject to a separate license agreement between the Client and a third party, including without limitation, Deloitte FAS Products Company LLC.
- 5. Limitation on Warranties. THIS IS A SERVICES ENGAGEMENT. DELOITTE FAS WARRANTS THAT IT SHALL PERFORM THE SERVICES IN GOOD FAITH AND IN A PROFESSIONAL MANNER. DELOITTE FAS DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE CLIENT'S EXCLUSIVE REMEDY FOR ANY BREACH OF THIS WARRANTY SHALL BE FOR DELOITTE FAS, UPON RECEIPT OF WRITTEN NOTICE, TO USE DILIGENT EFFORTS TO CURE SUCH BREACH, OR, FAILING ANY CURE IN A REASONABLE PERIOD OF TIME, THE RETURN OF PROFESSIONAL FEES PAID TO DELOITTE FAS HEREUNDER WITH RESPECT TO THE SERVICES GIVING RISE TO SUCH BREACH.**
- 6. Limitation on Damages.**
- a) The Client agrees that Deloitte FAS, its subcontractors, and their respective personnel shall not be liable to the Client for any claims, liabilities, or expenses relating to this engagement ("Claims") for an aggregate amount in excess of the fees paid by the Client to Deloitte FAS pursuant to this engagement, except to the extent finally judicially determined to have resulted primarily from the bad faith or intentional misconduct of Deloitte FAS or its subcontractors. In no event shall Deloitte FAS, its subcontractors, or their respective personnel be liable for any loss of use, data, goodwill, revenues or profits (whether or not deemed to constitute a direct Claim), or any consequential, special, indirect, incidental, punitive, or exemplary loss, damage, or expense relating to this engagement.
 - b) In circumstances where all or any portion of the provisions of this paragraph 6 are finally judicially determined to be unavailable, the aggregate liability of Deloitte FAS, its subcontractors, and their respective personnel for any Claim shall not exceed an amount that is proportional to the relative fault that their conduct bears to all other conduct giving rise to such Claim.
- 7. Client Responsibilities, Third Party Information, and Assumptions.**
- a) The Client shall cooperate with Deloitte FAS in the performance by Deloitte FAS of the Services, including, without limitation, providing Deloitte FAS with reasonable facilities and timely access to data, information, and personnel of the Client. The Client shall be responsible for the performance of its personnel and agents and for the accuracy and completeness of all data and information provided to Deloitte FAS for purposes of the performance by Deloitte FAS of the Services. The Client acknowledges and agrees that Deloitte FAS' performance is dependent upon the timely and effective satisfaction of the Client's responsibilities hereunder and timely decisions and approvals of the Client in connection with the Services. Deloitte FAS shall be entitled to rely on all decisions and approvals of the Client. The Client shall be solely responsible for, among other things: (1) making all management decisions and performing all management functions; (2) designating a competent management member to oversee the Services; (3) evaluating the adequacy and results of the Services; (4) accepting responsibility for the results of the Services; and (5) establishing and maintaining internal controls, including, without limitation, monitoring ongoing activities.

- b) If Deloitte FAS is provided with access to or use of the Client's facilities outside of the United States for the purpose of performing the Services: (i) the facilities may not be dedicated solely for Deloitte FAS' use, (ii) Deloitte FAS will not be deemed a tenant of the Client with respect to the facilities, and (iii) Deloitte FAS will abide by the Client's reasonable instructions with respect to the use of the facilities to the extent not inconsistent with these terms, the Engagement Agreement, or any other agreement of the parties.
 - c) Deloitte FAS may use information and data furnished by parties other than the Client if Deloitte FAS in good faith believes that such information and data is reliable. Deloitte FAS, however, shall neither be responsible for, nor provide any assurance regarding, the accuracy or completeness of any such information or data.
 - d) Deloitte FAS shall be entitled to assume, without independent verification, the accuracy and completeness of any and all assumptions provided to Deloitte FAS by or on behalf of the Client for purposes of the performance by Deloitte FAS of the Services.
8. **Force Majeure.** Neither party shall be liable for any delays or nonperformance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, without limitation, acts or omissions or the failure to cooperate by the other party (including, without limitation, entities or individuals under its control, or any of their respective officers, directors, employees, other personnel, and agents), acts or omissions or the failure to cooperate by any third party, fire, epidemic or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order, or requirement of any governmental agency or authority.
9. **Limitation on Actions.** No action, regardless of form, relating to this engagement, may be brought by either party more than one year after the cause of action has accrued, except that an action for non-payment may be brought by a party not later than one year following the date of the last payment due to the party bringing such action.
10. **Independent Contractor.** It is understood and agreed that each party hereto is an independent contractor and that neither party is, nor shall be considered to be, the other's agent, distributor, partner, fiduciary, joint venturer, co-owner, or representative. Neither party shall act or represent itself, directly or by implication, in any such capacity or in any manner assume or create any obligation on behalf of, or in the name of, the other.
11. **Confidentiality and Internal Use.**
- a) The Client agrees that all Services and Deliverables shall be solely for the Client's informational purposes and internal use, and are not intended to be, and should not be, used by any person or entity other than the Client. The Client further agrees that such Services and Deliverables shall not be circulated, quoted, disclosed, or distributed to, nor shall reference to such Services or Deliverables be made to, any person or entity other than the Client, except to other State of New Hampshire Government Agencies as necessary to assist Client with this matter. Client understands and agrees that Deloitte FAS is not an expert under the Securities Act of 1933, as amended, or the Securities and Exchange Act of 1934, as amended, and will not consent to be a named expert in any Client filings with the SEC under the Securities Act of 1933, as amended, or the Securities and Exchange Act of 1934, as amended, or otherwise.
 - b) To the extent that, in connection with this engagement, either party (each, the "receiving party") comes into possession of any trade secrets or other proprietary or confidential information of the other (the "disclosing party"), it will not disclose such information to any third party without the disclosing party's consent. The disclosing party hereby consents to the receiving party disclosing such information (1) to subcontractors, whether located within or outside of the United States, that are providing services in connection with this engagement and that have agreed to be bound by confidentiality obligations similar to those in this paragraph 11(b); (2) as may be required by law, regulation, judicial or administrative process, or in accordance with applicable professional standards or rules, or in connection with litigation pertaining hereto; or (3) to the extent such information (i) shall have otherwise become publicly available (including, without limitation, any information filed with any governmental agency and available to the public) other than as the result of a disclosure in breach hereof, (ii) becomes available to the receiving party on a nonconfidential basis from a source other than the disclosing party that the receiving party believes is not prohibited from disclosing such information to the receiving party by obligation to the disclosing party, (iii) is known by the receiving party prior to its receipt from the disclosing party without any obligation of confidentiality with respect thereto, or (iv) is developed by the receiving party independently of any disclosures made by the disclosing party to the receiving party of such information. In satisfying its obligations under this paragraph 11(b), each party shall maintain the other's trade secrets and proprietary or confidential information in confidence using at least the same degree of care as it employs in maintaining in confidence its own trade secrets and proprietary or confidential information, but in no event less than a reasonable degree of care.

12. **Survival and Interpretation.** All paragraphs herein relating to payment of invoices, Deloitte FAS Technology, property and deliverables, limitation on warranties, limitation on damages, limitation on actions, confidentiality and internal use, survival and interpretation, assignment and subcontracting, waiver of jury trial and governing law, venue, jurisdiction and severability shall survive the expiration or termination of this engagement. For purposes of these terms, "Deloitte FAS" shall mean Deloitte Financial Advisory Services LLP and, for purposes of paragraph 6, shall also mean Deloitte FAS Products Company LLC, one of its subsidiaries. The Client acknowledges and agrees that no affiliated or related entity of Deloitte FAS, whether or not acting as a subcontractor, shall have any liability hereunder to the Client or any other person and the Client will not bring any action against any such affiliated or related entity in connection with this engagement. Without limiting the foregoing, affiliated and related entities of Deloitte FAS are intended third-party beneficiaries of these terms, including, without limitation, the limitation on damages provisions of paragraph 6, and the agreements and undertakings of the Client contained in the Engagement Agreement. Any affiliated or related entity of Deloitte FAS may in its own right enforce such terms, agreements and undertakings. **The provisions of paragraphs 6, 9, 12, 14, and 16 hereof shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), or otherwise notwithstanding the failure of the essential purpose of any remedy.**
13. **Assignment and Subcontracting.** Except as provided below, neither party may assign, transfer, or delegate any of its rights or obligations hereunder (including, without limitation, interests or Claims) without the prior written consent of the other party. The Client hereby consents to Deloitte FAS assigning or subcontracting any of Deloitte FAS' rights or obligations hereunder to (a) any affiliate or related entity, whether located within or outside of the United States, or (b) any entity that acquires all or a substantial part of the assets or business of Deloitte FAS.
14. **Waiver of Jury Trial. THE PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM RELATING TO THIS ENGAGEMENT.**
15. **Entire Agreement, Amendment, and Notices.** These terms, and the Engagement Agreement, including exhibits, constitute the entire agreement between the parties with respect to this engagement; supersede all other oral and written representations, understandings, or agreements relating to this engagement; and may not be amended except by written agreement signed by the parties. In the event of any conflict, ambiguity, or inconsistency between these terms and the Engagement Agreement, these terms shall govern and control. All notices hereunder shall be (a) in writing, (b) delivered to the representatives of the parties at the addresses first set forth above, unless changed by either party by notice to the other party, and (c) effective upon receipt.
16. **Governing Law, Venue, Jurisdiction and Severability.** These terms, the Engagement Agreement, including exhibits, and all matters relating to this engagement shall be governed by, and construed in accordance with, the laws of the State of New York (without giving effect to the choice of law principles thereof). Any action arising under or relating to this Engagement (whether in contract, statute, tort (such as negligence), or otherwise) may only be brought in any court of the State of New York or any federal court of the United States, in each case located in the Borough of Manhattan, New York County, the State of New York. Each of the parties hereby expressly and irrevocably submits to the jurisdiction of such courts for the purposes of any such action and expressly and irrevocably waives, to the fullest extent permitted by law, any objection which it may have or hereafter may have to the laying of venue of any such action brought in any such court and any claim that any such action has been brought in an inconvenient forum.) If any provision of such terms or the Engagement Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth herein.

Appendix B

PROFESSIONAL BIOS

Keith Adams
Partner, Deloitte Financial Advisory Services LLP
Atlanta, Georgia

Keith is a member of Deloitte's Energy and Resources group. He consults with clients on financial analysis for decision making, enterprise financial modeling, and valuation. Keith's project execution and management experience includes: buy-side and sell-side M&A analysis, business disputes, corporate restructuring, capital budgeting, strategic alternative analysis, fresh-start accounting, purchase price allocation, asset impairment analysis, privatization, franchise disputes, tax restructuring, property tax appeals, fraudulent conveyance, financing, and others. Keith's clients have included independent power producers, regulated power and gas utilities, municipal power companies, electric distribution cooperatives, generation and transmission cooperatives, and alternative energy companies.

Paul Warley, Jr.
Managing Director, Deloitte Corporate Finance LLC
Atlanta, Georgia

Paul is a Managing Director with Deloitte Corporate Finance LLC ("DCF"). In this role, he works with clients to assist them in securing new capital for business growth, restructuring existing debt and providing consultative advice regarding debt/equity structures. His more than 24 years of experience includes structuring, approving, syndicating and documenting senior debt, subordinated debt and equity transactions; assisting clients with complicated financial structures, mergers and acquisitions; and expanding capabilities in cash flow leveraged financings and in structuring project transactions with investment grade companies. Paul also served in the U.S. Army Reserves for eight years.

Peter Hannagan
Senior Manager, Deloitte Financial Advisory Services LLP
Washington, DC

Peter is a member of Deloitte's Energy and Resources group and specializes in the power and utilities sector. He has 19 years of consulting, engineering, and project management experience, including 12 years focusing on financial analysis and valuation relating to assets and business interests in the power industry and other industries. Assets that Peter has valued and analyzed have included electricity generation assets (hydro, fossil fuel-fired, nuclear, solar, wind, and geothermal) and electricity and gas distribution assets. Peter's project execution and management experience includes: M&A analysis, financial analysis and valuation of tangible and intangible assets, asset impairment analyses, tax restructuring, sale/leaseback transactions, project financing, and property tax. Peter has performed these services for electricity and gas industry clients whose assets are located in North America, Latin America, and Europe. These studies have incorporated country and industry research for the purpose of performing financial, economic and statistical analyses.