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April 16, 2012

Via Hand Delivery and Electronic Mail
Ms. Jane Murray, Secretary
New Hampshire Site Evaluation Committee
N.H. Department of Environmental Services
29 Hazen Drive
Concord, NH 03302-0095

Re: Docket 2012-01 - Application of Antrim Wind Energy, LLC for a Certificate of Site and Facility for a Renewable Energy Facility

Dear Ms. Murray:

Enclosed for filing with the New Hampshire Site Evaluation Committee in the above-captioned matter please find 16 copies of an Agreement between the Town of Antrim and Antrim Wind Energy, LLC. This document is intended to supplement Antrim Wind's Application, and has been labeled Appendix 17A. Please include it under Tab 17 in Volume 3 of the Application.

Please contact me if there are any questions about this filing. Thank you.

Very truly yours,

Susan S. Geiger

Enclosures
cc: Service List, excluding Committee Members
874186_1

AGREEMENT BETWEEN TOWN OF ANTRIM NEW HAMPSHIRE AND ANTRIM WIND ENERGY LLC, DEVELOPER/OWNER OF THE ANTRIM WIND POWER PROJECT DATED AS OF MARCH 8th, 2012 ("Effective Date")

1 Definitions

1.1 "Agreement" – This agreement between the Town of Antrim, New Hampshire and Antrim Wind Energy LLC, and its successors and assigns, which shall apply from the Effective Date until the End of Useful Life of the Wind Farm

1.2 "Ambient Sound Pressure" – The sound pressure level excluded from that contributed by the operation of the Wind Farm.

1.3 "Decommissioning Funding Assurance" – An assurance provided by the Owner as more fully described in Section 14.2 in a form reasonably acceptable to the Town that guarantees completion of decommissioning activities, as provided in this Agreement.

1.4 "Effective Date" – The date of this Agreement as set forth above.

1.5 "End of Useful Life" – The point in time at which the Wind Farm, or an individual Wind Turbine as the case may be, has not generated electricity for a continuous period of twenty-four months for reasons other than the wind regime, maintenance or repair, facility upgrade or repowering.

1.6 "Non-Participating Landowner" – Any landowner in the Town of Antrim, other than a Participating Landowner.

1.7 "Owner" – Antrim Wind Energy LLC, its successors and assigns.

1.8 "Occupied Building" – A permanent structure used as a year-round residence, school, hospital, church, public library or other building used for public gathering that is occupied or in use as of the Effective Date.

1.9 "Participating Landowner" – Any landowner having entered into an agreement with the Owner for lease of real property or the granting of easements for access, entry or conveyance of the other real property rights related to the Wind Farm.

1.10 "Project Site" – Property with rights as conveyed to Owner by lease, easement or other agreement with a Participating Landowner that includes all access roads, and other ancillary facilities required for construction and operation of the Wind Farm.

1.11 "Town" – Town of Antrim, New Hampshire

1.12 "Turbine Height" – The distance from the surface of the tower foundation to the tip of the uppermost blade when in a vertical position.

1.13 "Wind Turbine" – A wind energy conversion system that converts kinetic wind energy into electricity, comprised primarily of a tower, a nacelle housing the generator, and a 3-blade rotor.

1.14 "Wind Farm" – The wind powered project being developed in the Town of Antrim by Owner, including but not limited to up to 10 Wind Turbines, cable, accessory buildings and structures including substations, permanent and temporary meteorological towers, electric infrastructure, access roads, and cables and other appurtenant structures and facilities that comprise such wind power project.

2 General Provisions

2.1 Enforceability. This Agreement shall apply to and be binding and enforceable on all successors and assigns of the Owner.

2.2 Applicability to Owner. This Agreement shall apply to the Owner only to the extent of Owner's rights and responsibilities related to the Wind Farm and Project Site as conferred to Owner by Participating Landowner agreements.

2.3 Recording.

2.3.1 At the Town's request, the Owner shall submit to the Town evidence of all agreements between the Owner and Participating Landowner, which may take the form of memoranda recorded with the Hillsborough County Registry of Deeds.

2.3.2 This Agreement shall be recorded at the Hillsborough County Registry of Deeds.

2.4 Invalidity. The invalidity of any section, portion, or paragraph of this Agreement will not affect any other section, portion, or paragraph in this Agreement.

2.5 Limitation on Turbines. This Agreement relates to the installation and operation of the Wind Farm. The Wind Turbines used in the Wind Farm shall be consistent with the size and configuration as approved by the New Hampshire Site Evaluation Committee (NHSEC); provided, however, that in no event shall the overall Turbine Height of any Wind Turbine used in the Wind Farm exceed 500 feet. Communications or other equipment attached to the Wind Turbines shall be limited to that which is incidental or necessary for the

safe and efficient construction, operation, maintenance, and interconnection of the Wind Farm.

2.6 On-Site Burning. The Owner will obtain a permit from the Town of Antrim, and comply with all state requirements before Owner or its agents perform any on-site burning.

2.7 Warnings.

2.7.1 A clearly visible warning sign concerning voltage must be placed on all of the Wind Farm's aboveground electrical collection facilities, switching or interconnection facilities, and substations.

2.7.2 Visible, reflective, colored objects, such as flags, reflectors, or tape shall be placed on the anchor points of the Wind Farm's guy wires, if any, and along the guy wires up to a height of ten feet from the ground.

2.7.3 Clearly visible warning signs concerning safety risks related to winter or storm conditions shall be placed on access roads to the Wind Farm no less than 750 feet from each Wind Turbine tower base and on informal roads and trails in the vicinity of the Project at no less than 500 feet from each Wind Turbine tower base.

2.8 Access. The Town shall have access to all gated entrances to the Project Site for the purpose of emergency response. The Owner shall provide to the Town any keys, combination codes, and/or remote control devices necessary to open such gates. Such keys or access devices may not be provided by the Town to anyone other than members of the Board of Selectman, Police Department, Fire Chief, EMS or Highway Department while engaged in official duties. The Owner shall provide access to the Project Site, Wind Turbines or other facilities upon reasonable request by the Town for the purpose of building or safety inspections under the Town ordinances. The Owner shall provide access for emergency response purposes pursuant to the protocols provided under Section 7 of this Agreement. The Owner shall coordinate agreements with responding town emergency services and ensure access for those responder departments. Building, occupancy or other permits or approvals required by Town regulations and ordinances are not required for any of the site plans, subdivisions, facilities, buildings, roads or other structures certificated by the New Hampshire Site Evaluation Committee.

2.9 Liability Insurance. Upon the closing of the construction financing for the Wind Farm, the Owner shall maintain a current general liability policy covering body injury and property damage with limits of at least $10 million in the aggregate which may be covered as a part of an umbrella or blanket policy. Certificates verifying such insurance coverage shall be made available to the Town upon request.

2.10 Indemnification. The Owner specifically and expressly agrees to indemnify, defend, and hold harmless the Town and its officers, elected officials, employees and agents (hereinafter collectively "Indemnitees") against and from any and all claims, demands, suits, losses, costs and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses, brought or made against or incurred by any of the Indemnitees resulting from or arising out of any negligence or wrongful acts of the Owner, its employees, agents, representatives or subcontractors of any tier, their employees, agents or representatives in connection with the Wind Farm. The indemnity obligations under this Article shall include without limitation:

2.10.1 Loss of or damage to any property of the Indemnitees or, to the extent that loss of or damage to property of Owner, results in a third party claim against the Town, loss of or damage to any property of Owner;

2.10.2 Bodily or personal injury to, or death of any person(s), including without limitation employees of the Town, or of the Owner or its subcontractors of any tier.

2.10.3 The Owner's indemnity obligation under this Article shall not extend to any liability caused by the negligence or willful misconduct of any of the Indemnitees, or third parties outside the Owner's control.

2.11 Reopener Clause. Upon agreement of both parties to this agreement, this agreement or portions thereof may be revised or amended.

3 Wind Turbine Equipment and Facilities

3.1 Visual Appearance.

3.1.1 Wind Turbines shall be painted and lighted in accordance with Federal Aviation Administration (FAA) regulations. Wind Turbines shall not be artificially lighted, except to the extent required by the Federal Aviation Administration or any other applicable authority that regulates air safety. Lights shall be shielded to the greatest extent possible from viewers on the ground.

3.1.2 Wind Turbines shall not display advertising, except for reasonable identification of the turbine manufacturer and/or Owner.

3.2 Controls and Brakes. All Wind Turbines shall be equipped with a redundant braking system. This includes both aerodynamic over-speed controls (including variable pitch, tip, and other similar systems) and mechanical brakes. Mechanical brakes shall be operated in a fail-safe mode. Stall

regulation shall not be considered a sufficient braking system for over-speed protection.

3.3 Electrical Components. All electrical components of the Wind Farm shall conform to relevant and applicable local, state, and national codes, and relevant and applicable international standards.

3.4 Power Lines. On-site distribution power lines between Wind Turbines shall, to the maximum extent practicable, be placed underground.

4 Project Site Security

4.1 Wind Turbines exteriors shall not be climbable up to fifteen (15) feet above ground surfaces.

4.2 All access doors to Wind Turbines and electrical equipment shall be locked, fenced, or both, as appropriate, to prevent entry by non-authorized persons.

4.3 Entrances to Project Site shall be gated, and locked during non-working hours. If the Owner identifies problems with unauthorized access, the Owner shall work to implement additional security measures.

5 Public Information, Communications and Complaints

5.1 Public Inquiries and Complaints. During construction and operation of the Wind Farm, and continuing through completion of decommissioning of the Wind Farm, the Owner shall identify an individual(s), including phone number, email address, and mailing address, posted at the Town Hall, who will be available for the public to contact with inquiries and complaints. The Owner shall make reasonable efforts to respond to and address the public's inquiries and complaints. This process shall not preclude the Town from acting on a complaint.

5.2 Signs. Signs shall be reasonably sized and limited to those necessary to identify the Wind Farm and provide warnings or liability information, construction information, or identification of private property. There will be no signs placed in the public right of way without the prior approval of the Town. After the completion of construction, signs visible from public roads shall be unlit and be no larger than twelve square feet, unless otherwise required by applicable permits or as otherwise approved by the Town.

6 Reports to the Town of Antrim

6.1 Incident Reports. The Owner shall provide the following to the Chairman of the Board of Selectmen or the Chairman's designee as soon as practicable, but not later than thirty days after an incident:

6.1.1 Copies of all reports of environmental incidents or industrial accidents that require a report to U.S. EPA, New Hampshire Department of Environmental Services, OSHA or another federal or state government agency.

6.2 Periodic Reports. The Owner shall submit, on an annual basis starting one year after the commencement of commercial operation of the Wind Farm, a report to the Board of Selectmen of the Town of Antrim, providing, at a minimum, the following information:

6.2.1 If applicable, status of any additional construction activities, including schedule for completion;

6.2.2 Details on any calls for emergency, police or fire assistance during the prior year;

6.2.3 Location of all on-site fire suppression equipment; and

6.2.4 Identity of hazardous materials, including volumes and locations, as reported to state or federal agencies.

6.2.5 Summary of any complaints received from Town of Antrim residents, and the current status or resolution of such complaints or issues.

7 Emergency Response

7.1 Upon request, the Owner shall cooperate with the Town's emergency services and any emergency services that may be called upon to deal with a fire or other emergency at the Wind Farm through a mutual aid agreement, to develop and coordinate implementation of an emergency response plan for the Wind Farm. The Owner shall provide and maintain protocols for direct notification of emergency response personnel designated by the Town, including provisions for access to the Project Site, Wind Turbines or other facilities within 30 minutes of an alarm or other request for emergency response, and provisions notifying the Town of contact information for personnel available at every hour of the day. The Owner shall coordinate with other jurisdictions as necessary on emergency response provisions.

7.2 The Owner shall cooperate with the Town's emergency services to determine the need for the purchase of any equipment required to provide an adequate response to an emergency at the Wind Farm that would not otherwise need to be purchased by the Town. If agreed between the Town and Owner, Owner shall purchase any specialized equipment for storage at the Project Site. The Town and Owner shall review together on an annual basis the equipment requirements for emergency response at the Wind Farm.

7.3 The Owner shall maintain fire alarm systems, sensor systems and fire suppression equipment customarily installed in all Wind Turbines and related facilities.

7.4 If an emergency response event related to the Wind Farm creates an extraordinary expense (i.e. expenses beyond what the Town would normally incur in responding to an emergency event for a business located in the Town) for the Town, Owner shall reimburse the Town for actual expenses incurred by the Town.

8 Roads

8.1 Public Roads. In the event that the Owner wishes to utilize Town of Antrim roads for construction or operation of the Wind Farm for oversize or overweight vehicles, and/or use during posted weight limit time periods, then the Owner shall:

8.1.1 Identify and notify the Town of Antrim of all local public roads to be used within the Town to transport equipment and parts for construction, operation or maintenance of the Wind Farm.

8.1.2 Hire a qualified professional engineer, as mutually agreed to with the Town, to document local road conditions prior to construction and as soon as possible after construction is completed (but no later than 30 days after such date) or as weather permits.

8.1.3 Promptly repair, at the Owner's expense, any local road damage caused directly by the Owner or its contractors at any time.

8.1.4 Reimburse the Town for reasonable costs associated with special police details, if required to direct or monitor traffic within the Town limits during construction of the Wind Farm.

8.2 Wind Farm Access Roads

8.2.1 The Owner shall construct and maintain roads at the Wind Farm that allows for year-round access to each Wind Turbine at a level that permits passage and turnaround of emergency response vehicles.

8.2.2 Any use of Town of Antrim public ways that is beyond what is necessary to service the Wind Farm or that is beyond the scope of Participating Landowner agreement(s) shall be subject to approvals under relevant Town ordinances or regulation, or state or federal laws.

9 Construction Period Requirements

9.1 Site Plan. Prior to the commencement of construction, the Owner shall provide the Town with a copy of the final Soil Erosion and Sediment Control site plans or New Hampshire Stormwater Pollution Prevention Plan, as approved by the New Hampshire Department of Environmental Services showing the construction layout of the Wind Farm.

9.2 Construction Schedule. Upon request of the Town, prior to the commencement of construction activities at the Wind Farm, the Owner shall provide the Town with a schedule for construction activities.

9.3 Disposal of Construction Debris. Tree stumps, slash, and brush will be disposed of onsite or removed consistent with state law. Construction debris and stumps shall not be disposed of at Town facilities.

9.4 Blasting. The handling, storage, sale, transportation, and use of explosive materials shall conform to all state and federal rules and regulations. In addition:

9.4.1 At least ten days before blasting commences, the Owner shall brief Town officials on the blasting plan. The briefing shall include the necessity for blasting and the safeguards that will be in place to ensure that building foundations, wells or other structures will not be damaged by the blasting.

9.4.2 In accordance with the rules of the State of New Hampshire, the Owner shall notify the Town police and fire chiefs before blasting commences. Any changes to the schedule for blasting will be reported immediately to the Town police and fire chiefs.

9.4.3 A copy of the appropriate Insurance Policy and Blasting License will be provided to the Town.

9.5 Storm Water Pollution Control. The Owner shall obtain a New Hampshire Site-Specific Permit and conform to all of its requirements including the Storm Water Pollution Prevention Plan and requirements for inspections as included or referenced therein. The Owner shall provide the Town with a copy of all state and federal stormwater, wetlands, and water quality permits.

9.6 Design Safety Certification. The design of the Wind Farm shall conform to applicable industry standards, including those of the American National Standards Institute. If requested by the Town, the Owner shall submit certificates of design compliance obtained by the equipment manufacturers from Underwriters Laboratories, Det Norske Veritas, Germanshcer Lloyd Wind Energies or other similar certifying organizations.

9.7 Construction Vehicles

9.7.1 Vehicles used for construction of the Wind Farm shall only use Town roads mutually agreed upon by the Owner and the Town. Staging or idling vehicles shall not be permitted on public roads. The Owner shall notify the Town at least 24 hours before any construction vehicle with a gross vehicle weight greater than 88,000 pounds is scheduled to use a Town road. Acceptance by the Town of vehicles exceeding this weight is not a waiver of the Owner's obligation under Section 8.1.3 of this Agreement to repair all damage to Town roadways caused by the Owner or its contractors.

9.7.2 Construction vehicles will not travel on Town roads before 6:00 am or after 7:00 pm, Monday through Saturday, unless prior approval is obtained from the Town. Construction vehicles will not travel on Town roads on Sunday, unless prior approval is obtained from the Town.

9.7.3 Construction will only be conducted between 6:00 am and 7:00 pm, Monday through Friday, and between 7:00 am and 7:00 pm on Saturdays unless prior approval is obtained from the Town. Construction will not be conducted on Sundays, unless prior approval is obtained from the Town.

9.7.4 The start-up and idling of trucks and equipment will conform to all applicable Department of Transportation regulations. In addition, the start-up and idling of trucks and equipment will only be conducted between 5:30 am and 7:00 pm, Monday through Friday and between 6:30 am and 7:00 pm on Saturday.

9.7.5 Notwithstanding anything in this Agreement to the contrary, upon mutual agreement between the Town and Owner, over-sized vehicles delivering equipment and supplies may travel on Town roads between the hours of 7:00pm and 6:00am and on Sundays so that the timing of such over-sized deliveries will minimize potential disruptions to area roads.

10 Operating Period Requirements

10.1 Spill Protection. The Owner shall take reasonable and prudent steps to prevent spills of hazardous substances used during the construction and operation of the Wind Farm. This includes, without limitation, oil and oil-based products, gasoline, and other hazardous substances from construction related vehicles and machinery, permanently stored oil, and oil used for operation of permanent equipment. Owner shall provide the Town with a copy of the Spill

Prevention, Control and Countermeasure (SPCC) for the Wind Farm as required by state or federal agencies.

10.2 Pesticides and Herbicides. The Owner shall not use herbicides or pesticides for maintaining clearances around the Wind Turbines or for any other maintenance at the Wind Farm.

11 Noise Restrictions

11.1 Residential Noise Restrictions. Sound from the Wind Farm during Operations at the exterior facades of homes shall not exceed 50 dBA or 5 dBA above ambient, whichever is greater during daytime and 45 dBA or 5 dBA above ambient, whichever is greater, at night.

11.2 Pre-Construction Sound Modeling. Upon request of the Town, the Owner shall provide a full noise study prepared by a qualified professional, which demonstrates that the Wind Farm will meet the requirements of this Agreement and any conditions imposed by the Site Evaluation Committee in a Certificate of Site and Facility.

11.3 Post-Construction Noise Measurements. Within one year of the commencement of commercial operations of the Wind Farm, the Owner shall retain an independent qualified acoustics engineer to take sound pressure level measurements in accordance with the most current version of ANSI S12.18. The measurements shall be taken at sensitive receptor locations as mutually identified by the Owner and Town. The periods of the noise measurements shall include, as a minimum, daytime, winter and summer seasons and nighttime. All sound pressure levels shall be measured with a sound meter that meets or exceeds the most current version of ANSI S1.4 specifications for a Type II sound meter. The Owner shall provide the final report of the acoustics engineer to the Town within thirty (30) days of its receipt by the Owner.

12 Setbacks

12.1 Setback From Occupied Buildings. The setback distance between a Wind Turbine and a Non-Participating Landowner's existing Occupied Building shall be not less than 2,200 feet. The setback distance shall be measured in a straight line from the center of the Wind Turbine base to the nearest point on the foundation of the Occupied Building.

12.2 Setback From Property Lines. The setback distance between a Wind Turbine and Non-Participating Landowner's property line shall be not less than 1.1 times the Turbine Height. The setback distance shall be measured in a straight line from the nearest point on the property line to the center of the Wind Turbine base.

12.3 Setback From Public Roads. All Wind Turbines shall be setback from the nearest public road a distance of not less than 1.5 times the Turbine Height as measured from the right-of-way line of the nearest public road to the center of the Wind Turbine base.

13 Waiver of Restrictions

13.1 Waiver of Noise Restrictions. A Participating Landowner or Non-Participating Landowner may waive the noise provisions of Section 11 of this Agreement by signing a waiver of their rights, or by signing an agreement that contains provisions providing for a waiver of their rights. The written waiver shall state that the consent is granted for the Wind Farm to not comply with the sound limits set forth in this Agreement.

13.2 Waiver of Setback Requirements. A Participating Landowner or Non-Participating Landowner may waive the setback provisions of Section 12 of this Agreement by signing a waiver of their rights, or by signing an agreement that contains provisions providing for a waiver of their rights. Such a waiver shall include a statement that consent is granted for the Owner to not be in compliance with the requirements set forth in this Agreement. Upon application, the Town may waive the setback requirement for public roads for good cause.

13.3 Recording. A memorandum summarizing a waiver or agreement containing a waiver pursuant to Section 13.1 or 13.2 of this Agreement shall be recorded in the Registry of Deeds for Hillsborough County, New Hampshire. The memorandum shall describe the properties benefited and burdened and advise all subsequent purchasers of the burdened property of the basic terms of the waiver or agreement, including time duration. A copy of any such recorded agreement shall be provided to the Town.

14 Decommissioning

14.1 Scope of Decommissioning Activities.

14.1.1 The Owner shall submit a detailed estimate of both the costs associated with site-specific decommissioning activities and the salvage value of the decommissioned materials from the site to the Town before construction of the Wind Farm commences. The estimates shall be prepared by a qualified third party consultant, reasonably satisfactory to the Town, with experience in wind farm decommissioning and salvage value estimates. These estimates shall be updated and submitted to the Town every three years thereafter and in each instance shall be performed by a qualified third party consultant reasonably acceptable to the Town. The consultant shall produce, as part of the scope of services, a "Site Specific Decommissioning Estimate" that shall

be the cost of decommissioning activities, minus the recoverable salvage value of the decommissioned materials. The plan and estimate shall include the cost of removing the foundations down to eighteen (18) inches below grade.

14.1.2 The Owner shall, at its expense, complete decommissioning of the Wind Farm or individual Wind Turbines, pursuant to Section 14.1.3 of this Agreement, within twenty-four (24) months after the End of Useful Life of the Wind Farm or individual Wind Turbines, as the case may be, as defined in Section 1.5. For the avoidance of doubt, in no instance shall End of Useful Life for an individual Wind Turbine trigger decommissioning requirements for the entire Wind Farm.

14.1.3 The Owner shall provide a decommissioning plan to the Town no less than three months before decommissioning is to begin. The decommissioning plan shall provide a detailed description of all Wind Farm equipment, facilities or appurtenances proposed to be removed, the process for removal, and the post-removal site conditions. The Town will consider the remaining useful life of any improvement before requiring its removal as part of decommissioning. Approval of the Town, not to be unreasonably withheld, conditioned or delayed, must be received before decommissioning can begin.

14.2 Decommissioning Funding Assurance:

14.2.1 The Owner shall provide a Decommissioning Funding Assurance for the complete decommissioning of the Wind Farm in a form reasonably acceptable to the Town. The Wind Farm will be presumed to be at the End of Useful Life if no electricity is generated from the Wind Farm for a continuous period of twenty-four (24) months, and as defined in Section 1.5.

14.2.2 Before commencement of construction of the Wind Farm, the Owner shall provide Decommissioning Funding Assurance in an amount equal to the greater of the Site-specific Decommissioning Estimate plus twenty-five percent (25%) or $200,000. The Owner shall adjust the amount of Decommissioning Funding Assurance to reflect the updated decommissioning costs and salvage value after each update of the decommissioning estimate, in accordance with Section 14.1.1.

14.2.3 Decommissioning Funding Assurance in the amount described in Section 14.2.2 shall be provided by posting a decommissioning bond, letter of credit, or other financial mechanism that provides for an irrevocable guarantee to cover the reasonably anticipated costs of complying with Owner's decommissioning obligations. Any decommissioning bond, letter of credit or other financial mechanism

must be issued or made by an entity having and maintaining a minimum credit rating of "BBB" from Standard and Poor's, or "Baa2" from Moody's, each as defined on the Effective Date, or their commercial equivalent.

14.2.4 Funds expended from the Decommissioning Funding Assurance shall only be used for expenses associated with the cost of decommissioning the Wind Farm.

14.2.5 If the Owner fails to complete decommissioning within the period prescribed by this Agreement, the Town may, at its sole discretion, require the expenditure of decommissioning funds from the Decommissioning Funding Assurance on such measures as reasonably necessary to complete decommissioning. In such an event, where the Owner has failed to complete the required decommissioning obligations under this Agreement and the Town expends the funds from the Decommissioning Funding Assurance to effect the decommissioning requirements, the Town shall also have the right to receive the salvage value available from the decommissioned materials in an amount sufficient to reimburse the Town for any out of pocket expenses incurred for performing decommissioning that were in excess of the otherwise available decommissioning funds (e.g. to be "made whole"). Any remaining salvage value for the decommissioned materials shall be paid to the Owner.

14.3 Transfer of Decommissioning Responsibility

14.3.1 Consistent with Section 2.1 of this Agreement, the provisions of Section 14 of this Agreement shall apply to and be binding and enforceable on all successors and assigns of the Owner.

14.3.2 The Owner shall ensure that any successors or assigns of the Wind Farm shall agree to be bound by this Agreement and shall provide the Town with written confirmation from any successors or assigns stating that they agree to be bound to this Agreement.

15 Environmental Standards

15.1 Wildlife Protection. Prior to commencing construction, Owner shall provide the Town with copies of all protocols and plans for post-construction monitoring and impact mitigation related to wildlife that are contained in any permit condition or as a condition of the Certificate of Site and Facility issued by the New Hampshire Site Evaluation Committee.

15.2 Environmentally Sensitive Areas. The Wind Farm shall be constructed and operated in such a manner as to comply with all applicable environmental

permits and conditions associated with a Certificate of Site and Facility issued by the New Hampshire Site Evaluation Committee.

15.3 Erosion Control. The Wind Farm shall be designed constructed and maintained in accordance with accepted erosion and sediment control methods as required by the New Hampshire Department of Environmental Services (NHDES).

15.4 Hazardous Wastes. The Owner agrees to comply with all state and federal regulations applicable to the use and disposal of hazardous wastes involved in or generated by the Wind Farm during construction, operation, maintenance or decommissioning.

16 **Support for the Project**

16.1 The Town and Owner agree that they will propose to the New Hampshire Site Evaluation Committee that the terms and conditions of this Agreement be incorporated as conditions to any Certificate of Site and Facility issued by the SEC for the Project. The Town further agrees that it shall support the Project during the SEC process.

[signatures appear on the following page]

The parties agree the terms of this Agreement are effective as of the date first above written, regardless of the date of execution by either party.

TOWN OF ANTRIM

Chairman, Board of Selectmen

Selectman

Selectman

ANTRIM WIND ENERGY LLC

Print Name: Jack Kenworthy
Title: Executive Officer

Print Name: John Soininen
Title: Executive Officer