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Michael T. Cretella

Lawrence A. Kelly
(Of Counsel)

June 4, 2012

Via US Mail 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 an original and 9 copies of four redacted conservation easement documents and a map depicting the locations of said conservation easements. These documents were requested by Attorney Iacopino at the April 30, 2012 public information hearing held in Antrim.

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
Clifton R. Burdette (by first class mail)
Clark A. Craig, Jr. (by first class mail)

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December 16, 2011

Harris Center for Conservation Education
Attn: Stephen Froling
83 King's Highway
Hancock, New Hampshire 03449

Michael J. Ott
P.O. Box 160
Antrim, New Hampshire 03449

Re: Conservation Easement

Gentlemen:

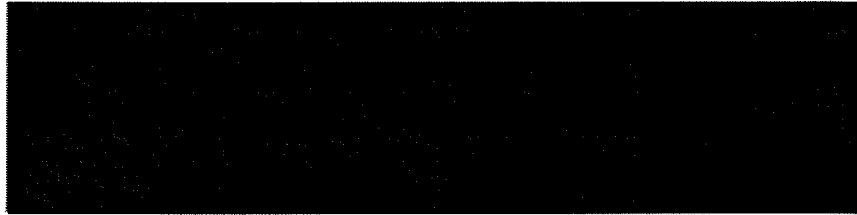
This letter outlines the terms and conditions upon which Antrim Wind Energy, LLC ("AWE") will facilitate the conveyance of a conservation easement from Michael J. Ott (the "Owner") to the Harris Center for Conservation Education ("HCCE") on property it leases from the Owner in Antrim, New Hampshire (the "Premises") in connection with its wind energy project (the "Project"). AWE, HCCE and the Owner may be referred to individually as a "Party" or collectively referred to as the "Parties".

This letter is intended to set out the terms of a proposed conservation easement (the "Easement"). The Parties recognize that the terms outlined herein are specifically intended to be binding upon HCCE, AWE, and the Owner, subject to the conditions outlined below. The Owner and HCCE agree to prepare, execute and deliver a definitive Easement that will reflect the terms set forth in this Agreement and be in a form substantially similar to the Easement attached hereto as **Exhibit A**. The Parties further agree that although this Agreement and the Easement are not intended to serve as mitigation for any potential impacts created by the Project, the Easement may be counted by AWE as a component of any habitat conservation or mitigation plan required by any local, state, or federal permitting agency. The Parties further recognize that, if the Project proceeds, the Agreement and Easement will make a valuable contribution to the conservation interests of stakeholders in this region.

In consideration of the mutual promises and covenants contained herein, the Parties hereto agree as follows:

Easement: The Owner will grant the Easement to HCCE or its qualified designee, and HCCE will accept, the Easement, in a form substantially similar to the Easement attached hereto as **Exhibit A** and adapted, if necessary, to accommodate the final parameters of the Project as permitted, but in any event granted pursuant to New Hampshire RSA 477:45-47.

Consideration:



Agreement Effective: This Agreement is one of a series of four Agreements with owners of land in the Project Area and shall take effect upon (i) execution of this Agreement and (ii) execution of similar agreements with each of the other three owners. If such agreements are not fully executed by June 30, 2012, this Agreement shall be null, void and of no effect.

Easement Effective: The Easement shall not take effect unless and until the Project achieves Commercial Operations, but will become effective not more than one hundred eighty (180) days following the Commercial Operations Date of AWE's Wind Power Facilities on portions of the Premises and other adjacent land. For the Purposes of this Agreement, the "Commercial Operations Date" shall be the date on which all permitted wind turbines have been fully commissioned and accepted by AWE, in accordance with industry practices, and ISO New England Inc. (or other applicable system operator or regional transmission organization) certifies that commercial operations of the Project have commenced and the Project is capable of delivering electricity on a commercial basis (i.e., in quantities and for periods greater than required for testing) to a third party power purchaser (otherwise referred to as "Commercial Operations").

Appraisal: Not more than 60 days following the Commercial Operations Date, AWE shall, in consultation with HCCE and the Owner, obtain a duly qualified individual or firm to appraise the value of the Easement to determine the fair market value of the Easement and prepare a report that satisfies standards necessary to justify the Purchase Price.

Survey; marking AWE shall share with the other Parties the results of surveys of the Premises and of the areas in which it intends to conduct Commercial Operations. If so requested by HCCE, it shall cause internal boundaries to be monumented and blazed prior to the Easement Effective Date.

- Tax Benefits:** The Parties will cooperate to the extent appropriate to allow the Owner to obtain a tax benefit in respect of a charitable deduction as a result of the Easement grant. Notwithstanding the foregoing, nothing contained herein, nor any future course of dealings among the Parties, should be construed as AWE or HCCE providing tax advice to the Owner or as a representation that any such benefit is lawfully available.
- Expiration:** This Agreement shall expire upon the earlier of (a) the execution of the Easement or (b) December 31, 2015, provided that this date may be extended for up to three (3) one (1) year increments by AWE upon prior notice to HCCE and the Owner and further provided that AWE is working diligently to complete the Project.
- Closing:** AWE shall specify, upon not less than ten days' notice delivered to the other parties, a time and date not later than the Effective Date for Closing. The Closing shall take place at the office of Atkins Callahan PLLC, 20 Depot Street, Suite 220 Peterborough, NH, or such other place as the Parties may agree.
- Protection of Rights:** Between the date of this Agreement and the Effective Date, neither AWE nor the Owner shall, without HCCE's consent,
- a) enter into any agreement or permit any lien or encumbrance on the Premises which would interfere with the rights granted to HCCE in this Agreement or to be granted in the Easement provided that nothing contained herein shall be construed in such a way to prevent or hinder AWE from obtaining financing for the Project and in connection therewith collateralizing its leasehold and contract rights as well as its improvements.
 - b) grant to any third party a right of way across the Premises for any purpose except construction and operation of the Project; or
 - c) take any other action which would violate the terms of the Easement if it were in force.
- Filing:** Upon prior approval of AWE, which shall not be unreasonably withheld, conditioned or delayed, between the date of this Agreement and the Effective Date, HCCE shall have the right to file a notice with the Hillsborough County Registry of Deeds reflecting its right to acquire the Easement in certain circumstances. The Parties agree to give reasonable cooperation in the filing of such notice and to execute, without additional consideration, a form of notice prepared by HCCE at its sole cost and expense.
- Notices:** Any notice required or permitted by this Agreement shall be in

writing and shall be sent by one Party to the others by certified mail, return receipt requested, at their respective addresses given above or such other address as may be designated by notice so delivered.

- Subordination:** In the event that the Premises is encumbered by a mortgage, the Owner shall, prior to the Easement Effective Date, obtain and furnish to HCCE, either (a) a discharge or (b) an agreement subordinating the mortgage to the Easement for each such mortgage in recordable form reasonably satisfactory to HCCE
- Arbitration:** Any dispute arising under this Agreement shall be submitted to arbitration in accordance with NH RSA 542 and Article 11 of the Easement and any award made in such arbitration may be entered and enforced in and by any court of competent jurisdiction.
- Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire.
- Binding Effect:** This Agreement shall be legally binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- Severability:** If any term of this Agreement shall to any extent be invalid or unenforceable, the remainder of the Agreement shall not be affected thereby.
- Defined Terms:** Capitalized terms not defined herein shall have the meaning ascribed to them in the Easement.

If the foregoing is acceptable to HCCE and the Owner, kindly execute a copy of this Agreement in the place set forth below and return it me by facsimile and expedited delivery, no later than the close of business on December 30, 2011, time being of the essence.


Very truly yours,

Antrim Wind Energy, LLC


By: 
John B. Kenworthy, Executive Officer

ACCEPTED AND AGREED TO:

Harris Center for Conservation Education

By: 
Name: MEADE CAPOT
Title: LAND PROG. DIRECTOR

Owner


Michael J. Ott

CONSERVATION EASEMENT DEED

Michael J. Ott, single, whose mailing address is P.O. Box 160, Antrim, County of Hillsborough, New Hampshire 03440 (hereinafter referred to as the "Grantor", which word where the context requires includes the plural and shall, unless the context clearly indicates otherwise, include the Grantor's executors, administrators, legal representatives, devisees, heirs, successors and assigns),

for consideration paid, with WARRANTY covenants, grants in perpetuity to

the **Harris Center For Conservation Education**, a corporation duly organized and existing under the laws of the State of New Hampshire, with a principal place of business at 83 King's Highway, Town of Hancock, County of Hillsborough, State of New Hampshire 03449, having been determined by the Internal Revenue Service to be an income tax exempt, publicly supported corporation, contributions to which are deductible for federal income tax purposes pursuant to the United States Internal Revenue Code (hereinafter referred to as the "Grantee" which shall, unless the context clearly indicates otherwise, include the Grantee's successors and assigns).

the **Conservation Easement** (herein referred to as the "Easement") hereinafter described with respect to that certain parcel/area of land (herein referred to as the "Property") with any and all buildings, structures, and improvements thereon situated in the western part of the Town of **Antrim**, County of Hillsborough, State of New Hampshire, more particularly bounded and described in Appendix "A" attached hereto and made a part hereof.

The Easement is subject to a Lease between the Grantor and **Antrim Wind Energy, LLC** (the "Lessee"), dated as of December 25, 2009 (the "Lease Effective Date"), and evidenced by a Memorandum of Lease recorded in the Hillsborough County Registry of Deeds ("Registry") at Book 8214, Page 2699 (the "Lease").

The Property is not homestead property.

WHEREAS the Property comprises a relatively natural habitat for diverse plant and animal species and contains approximately 150 acres of forestland; and

WHEREAS the Property comprises a significant portion of a larger, relatively natural habitat for

wide-ranging umbrella species such as moose, bear, bobcat, fisher, wild turkey and the like; and

WHEREAS the Property is contiguous to or nearly contiguous to other land now protected by easement or fee ownership under the auspice of the Grantee and other conservation organizations; and

WHEREAS the Property comprises scenic open space which may be viewed from Route 9 in Antrim, NH, a public road, and from other public roads and water bodies; and

WHEREAS the Property has been identified as open space worthy of protection in the Antrim Master Plan of 2010 and the Antrim Open Space Committee Open Space Plan adopted by the Town of Antrim in 2006, both of which state that preservation of unfragmented forest areas in the Western portion of Antrim, including the Property, is one of the principal objectives of its residents; and

WHEREAS the Property has also been identified as being well-suited for the conversion of wind energy to electricity, a renewable form of energy, the furtherance of which is also identified in the aforesaid Master Plan as one of the principal objectives of Antrim residents, who also voted to adopt the NH Climate Change Resolution, which identified the risks climate change presents to the integrity and health of New Hampshire ecosystems in stating:

"Whereas, The protection of our forests, air and water quality, fisheries and other natural resources are important to the health and quality of life of our citizens; and

"Whereas, There is evidence that climate change is already impacting New Hampshire's environment and natural resources, from increased intensity of storms, higher sea level, less snow cover, and more winter rain; and

"Whereas, New Hampshire state government has taken steps to lead by example by reducing energy use of state operations and committing to an overall state goal of using 25 percent renewable energy by 2025

; and

WHEREAS the Property comprises scenic open space forestland, preservation of which is pursuant to the following clearly delineated state conservation policy, that is, NH RSA 79-A:1 which states that "It is hereby declared to be in the public interest to encourage the preservation of open space, thus providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, maintaining the character of the state's landscape, and conserving the land, water, forest, agricultural, and wildlife resources."; and

WHEREAS the Property comprises significant area, in conjunction with other adjacent properties, capable of the production of substantial amounts of pollution free wind generated electricity, the advancement of which is pursuant to the clearly delineated state policy on renewable energy, RSA 362-F:1, which states that "It is therefore in the public interest to stimulate investment in low emission renewable energy generation technologies in New England

and, in particular, New Hampshire, whether at new or existing facilities.”

all to the benefit of the public and

WHEREAS, the specific conservation values of the Property are documented in an inventory of relevant features of the Property, acknowledged by the signatures of Grantors and Grantee and to be filed at the offices of Grantee, said inventory consisting of a report, maps, photographs, and other documentation (hereinafter referred to as "Baseline Documentation"), which the parties agree provides an accurate representation of the Property at the time of this conveyance and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Easement.

1. PURPOSES

The Easement hereby granted is pursuant to NH RSA 477:45-47, exclusively for the following conservation purposes:

A. The preservation of the land subject to the Easement granted hereby for outdoor recreation by and/or the education of the general public, through the auspices of the Grantee; and

B. The preservation and conservation of open spaces, particularly the conservation of the 150 acres, more or less, of productive forest land of which the Property consists and of the wildlife habitat thereon, and for the scenic enjoyment of the general public.

The above purposes are consistent with the clearly delineated open space conservation goals and/or objectives as stated in the aforesaid Master Plan and Open Space Plan and with New Hampshire RSA Chapter 79-A

All of these purposes are consistent and in accordance with the U.S. Internal Revenue Code, Section 170(h).

The Easement hereby granted with respect to the Property is as follows:

2. USE LIMITATIONS (Subject to the reserved rights specified in Section 3 below)

A. Subject to the reserved rights specified in Section 3, below, including, without limitation, the Development Activities, the Property shall be maintained in perpetuity as open space without there being conducted thereon any industrial or commercial activities, except agriculture, forestry and Windpower Facilities, as described below, and provided that the productive capacity of the Property to produce forest and/or agricultural crops shall not be degraded by on-site activities.

i. For the purposes hereof, “agriculture” and “forestry” shall include animal husbandry, floriculture, and horticulture activities; the production of plant and animal products for domestic or commercial purposes; the growing, stocking, cutting, and sale of Christmas trees or forest trees of any size capable of producing timber or other forest products; and the

processing and sale of products produced on the Property (such as pick-your-own fruits and vegetables and maple syrup), all as not detrimental to the purposes of this Easement.

ii. Agriculture and forestry on the Property shall be performed, to the extent reasonably practicable, in accordance with a coordinated management plan for the sites and soils of the Property. Forestry and agricultural management activities shall be in accordance with the then current scientifically based practices recommended by the University of New Hampshire Cooperative Extension, U.S. Natural Resources Conservation Service, or other government or private, nonprofit natural resource conservation and management agencies then active. Management activities shall not materially impair the scenic quality of the Property as viewed from public waterways, great ponds, public roads, or public trails.

B. Except as expressly hereinafter provided, the Property shall not be subdivided or otherwise divided in ownership and none of the individual tracts which together comprise the Property shall be conveyed separately from one another nor shall Grantor grant to any third party a right of way across the Property. For purposes of this Easement, the Lease, or any reconfiguration of the area subject to the Lease, shall not be considered to be a subdivision.

C. Except as expressly hereinafter provided, no structure or improvement, including, but not limited to, a dwelling, any portion of a septic system, tennis court, swimming pool, dock, aircraft landing strip, tower or mobile home, shall be constructed, placed, or introduced onto the Property. However, ancillary structures and improvements including, but not limited to, a road, dam, fence, bridge, culvert, barn, maple sugar house, or shed may be constructed, placed, or introduced onto the Property only as necessary in the accomplishment of the agricultural, forestry, conservation, habitat management, or noncommercial outdoor recreational uses of the Property, and provided that they are not detrimental to the purposes of this Easement.

D. No removal, filling, or other disturbances of soil surface, nor any changes in topography, surface or subsurface water systems, wetlands, or natural habitat shall be allowed unless such activities:

i. are commonly necessary in the accomplishment of the agricultural, forestry, conservation, habitat management, or noncommercial outdoor recreational uses of the Property; and

ii. do not harm state or federally recognized rare, threatened, or endangered species, such determination of harm to be based upon information from the New Hampshire Natural Heritage Inventory or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species; and

iii. are not detrimental to the purposes of this Easement.

Prior to commencement of any such activities, all necessary federal, state, local, and other governmental permits and approvals shall be secured.

E. No outdoor advertising structures such as signs and billboards shall be displayed on the

Property except as desirable or necessary for public safety or in the accomplishment of the agricultural, forestry, conservation, or noncommercial outdoor recreational uses of the Property, and provided such signs are not detrimental to the purposes of this Easement. No sign shall exceed twelve square feet in size and no sign shall be artificially illuminated unless required for public safety.

F. There shall be no mining, quarrying, excavation, or removal of rocks, minerals, gravel, sand, topsoil, or other similar materials on the Property, except in connection with any improvements made pursuant to the provisions of sections 2.A., C., D., or E., above. No such rocks, minerals, gravel, sand, topsoil, or other similar materials shall be removed from the Property.

G. There shall be no dumping, injection, burning, or burial of man-made materials or materials then known to be environmentally hazardous.

3. RESERVED RIGHTS

All uses of the Property not expressly prohibited herein and not inconsistent with the Purposes of this Easement are expressly reserved to the Grantor, his heirs, successors and assigns, including without limitation, the following:

A. To use portions of the Property and to permit the Lessee, its successors and assigns, to use portions of the Property, for wind energy purposes and related uses, activities and development pursuant to the Lease.

i. For purposes of this Easement, "wind energy purposes" means converting wind energy to electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto ("Development Activities"), including, without limitation, (a) determining the feasibility of wind energy generation on the Property, including studies of wind speed, wind direction and other meteorological data, conducting engineering, geotechnical, environmental and other surveys and studies and extracting soil samples; and, (b) accessing via rights of way on the Property, constructing, installing, using, replacing, relocating and removing from time to time, and maintaining, repairing and operating, up to three (3) wind turbines (including supporting towers and foundations) (collectively, "Wind Turbines"), electrical distribution, collection, transmission and communications lines, substations, electric transformers, telecommunications equipment, power generation facilities to be operated in conjunction with commercial wind turbine installations, roads, meteorological towers and wind measurement equipment, control buildings, maintenance yards, and related facilities and equipment (all of the above, including the Wind Turbines, collectively, "Windpower Facilities") on the Property.

ii. In connection with the development, construction and operation of the Windpower Facilities, the Lessee, its successors and assigns, shall be permitted to:

(a) excavate, remove and export material to adjoining parcels; grade, level, and fill the land; remove trees and shrubs; install and maintain foundations, roadways and walkways; and install, access and maintain utilities, provided all are done in connection

with the Windpower Facilities;

(b) replace, repair, add or otherwise modify its equipment or any portion thereof during the term of the Lease. Lessee shall have the right of subjacent and lateral support to whatever is necessary for the operation and maintenance of the Windpower Facilities on the Property, including, without limitation, guy wires and supports;

(c) permit the rotors of Wind Turbines located on adjacent properties to overhang the Property; and

(d) install a chain link or other security fence around the Windpower Facilities or any portion thereof at its sole and absolute discretion if required to do so by any regulatory or permitting agency or if required for insurance purposes or if dictated by industry best practices.

iii. The Lease contemplates that prior to the effective date of this Easement, Lessee shall designate a portion of the Property for use for the Windpower Facilities. ("the Reduced Lease Area") The rights reserved in this Section 3A shall be exercised exclusively within the Reduced Lease Area; provided, however, that Lessee shall retain all rights, and shall be permitted to exercise such rights, over Grantor's property, including the Property, other than the Reduced Lease Area, as provided in the Lease. Lessee shall promptly and, in no event later than the effective date of this Easement, (i) create a survey plan prepared by a licensed surveyor, locating and depicting the said Reduced Lease Area and (ii) notify Grantee of the location of the said area.

iv. Notwithstanding any provision to the contrary contained herein, the reserved rights outlined in this Section 3A shall terminate 50 years from the Lease Effective Date; accordingly, the rights reserved in this Section 3A shall expire no later than 50 years plus 180 days from December 25, 2009 (to allow for the removal obligations as required in the Lease). In the event that the current Lease is terminated prior to the end of the 50-year period, Grantor shall continue to have the reserved right for Windpower Facilities for the remainder of the full 50-year term from December 25, 2009, provided that such use occurs only within the Reduced Lease Area.

v. At or before termination of the rights reserved in this Section 3A, Grantee shall ensure that the Lessee has decommissioned and removed the Windpower Facilities as provided in the Lease and in any regulatory permit. In addition, the Grantee shall have the right, but not the obligation, to make the access road impassable within fifty (50') feet of Property's southerly boundary.

B. The right to construct, maintain, utilize, repair and replace one single-family house, such house not to exceed 3,500 square feet in total footprint, (together with (i) all outbuildings, barns, sheds, domestic garages and other structures, all such structures to be within 300 feet of the aforesaid house, and (ii) driveways, utilities, septic systems and the like normally appurtenant to residential use of such a house). This Easement shall not be construed to prohibit access to the aforesaid house site by means of the Wind Facilities Access Road but shall prohibit use of said road as access for any other development (other than as provided in Section 3A) on the Property. Grantor shall also be permitted to use said road for agricultural and forestry purposes as provided in Section 2A. Not less than sixty (60) days prior to the exercise of the aforesaid right, the

Grantor must submit to the Grantee a survey plan prepared by a licensed surveyor, recordable at the Hillsborough County Registry of Deeds, locating and depicting the improvements proposed.

C. The right, subject to Zoning Ordinances, Rules and Regulations as may then be in effect, to erect, install, provide access and service to, use and maintain one "cell tower" anywhere on the Property, such "cell tower" being a "personal service wireless service facility" within the meaning of 47 USC 332 (7)(c)(ii).

D. The right, subject to the applicable laws of the State of New Hampshire, to non-commercially hunt any and all legal species of wildlife upon the property with no notice to the Grantee or Lessee. Not less than 30 days prior to any hunting approved for crop deprivation purposes, that occurs outside of the posted state hunting seasons, the Grantor or his designee shall notify the Grantee and Lessee of hunt and the anticipated days it will occur.

E. To the extent that there is an inconsistency between the Use Limitations outlined in Section 2, above, and the provisions of this Section 3 regarding Reserved Rights, the provisions of this Section 3 shall control.

4. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE

A. The Grantor agrees to notify the Grantee in writing 10 days before the transfer of title to the Property or any division of ownership thereof permitted hereby.

B. The Grantee shall be under no obligation to maintain the Property or pay any taxes or assessments thereon.

5. BENEFITS, BURDENS, AND ACCESS

A. The burden of the Easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of this Easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferable only to the State of New Hampshire, the U.S. Government, or any subdivision of either of them, consistent with Section 170(c)(1) of the U.S. Internal Revenue Code of 1986, as amended, or to any qualified organization within the meaning of Section 170(h)(3) of said Code, which organization has among its purposes the conservation and preservation of land and water areas and agrees to and is capable of enforcing the conservation purposes of this Easement. Any such assignee or transferee shall have like power of assignment or transfer.

B. The Grantee shall have reasonable access to the Property and all of its parts for such inspection as is necessary to determine compliance with and to enforce this Easement and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Easement, provided, however that the Grantee shall give not less than fourteen (14) days written notice to the Lessee of Grantee's intention to inspect and shall comply with all reasonable regulations imposed by Lessee with respect to safety or other operational considerations within the Reduced Lease Area during the Lease Term.

C. The Grantee shall have the right to place signs on the Property boundaries and on internal boundaries designating the Reduced Lease Area for the purpose of identifying it as conservation easement land protected by the Grantee.

6. BREACH OF EASEMENT

A. When a breach of this Easement, or conduct by anyone inconsistent with this Easement, comes to the attention of the Grantee, it shall notify the Grantor in writing of such breach or conduct, delivered in hand or by certified mail, return receipt requested.

B. The Grantor shall, within thirty (30) days after receipt of such notice or after otherwise learning of such breach or conduct, undertake those actions, including restoration, which are reasonably calculated to cure swiftly said breach, or to terminate said conduct, and to repair any damage, provided that the breach, conduct, or damage is directly attributable to actions of the Grantor. The Grantor shall promptly notify the Grantee of its actions taken under this section.

C. If the Grantor fails to take such proper action under the preceding paragraph, the Grantee shall, as appropriate to the purposes of this deed, undertake any actions that are reasonably necessary to cure such breach or to repair any damage in the Grantor's name or to terminate such conduct. The cost thereof, including the Grantee's expenses, court costs, and legal fees, shall be paid by the Grantor, provided that the Grantor is directly or primarily responsible for the breach.

D. Nothing contained in this Easement shall be construed to entitle the Grantee to bring any action against the Grantor for any injury to or change in the Property resulting from causes beyond the Grantor's control, including, but not limited to, unauthorized actions by third parties, natural disasters such as fire, flood, storm, and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

E. The Grantee and the Grantor reserve the right, separately or collectively, to pursue all legal remedies against any third party responsible for any actions detrimental to the conservation purposes of this Easement.

F. The Grantor and the Grantee desire that issues arising from time to time concerning prospective uses or activities in light of the Purposes of the Easement will first be addressed through candid and open communication between the parties rather than unnecessarily formal or adversarial action. Therefore, the Grantor and the Grantee agree that if a party becomes concerned about the consistency of any proposed use or activity with the purpose(s) of this Easement, wherever reasonably possible, the concerned party shall notify the other party of the perceived or potential problem, and explore the possibility of reaching an agreeable resolution. If an amicable resolution cannot be reached, then the provisions of section 11. Arbitration of Disputes will control.

7. NOTICES

All notices, requests and other communications, required or permitted to be given under this Easement shall be in writing, except as otherwise provided herein, and shall be delivered in hand or sent by certified mail, postage prepaid, return receipt requested to the appropriate address set forth above or at such other address as the Grantor or the Grantee may hereafter designate by notice given in accordance herewith. Notice shall be deemed to have been given when so delivered or so mailed.

8. SEVERABILITY

If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid by a court of competent jurisdiction, by confirmation of an arbitration award or otherwise, the remainder of the provisions of this Easement or the application of such provision to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

9. CONDEMNATION/EXTINGUISHMENT

A. Whenever all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate in whole or in part the Easement conveyed hereby, the Grantor and the Grantee shall thereupon act jointly to recover the full damages resulting from such taking with all incidental or direct damages and expenses incurred by them thereby to be paid out of the damages recovered.

B. The balance of the land damages recovered (including, for purposes of this subsection, proceeds from any lawful sale of the Property unencumbered by the restrictions hereunder in lieu of condemnation) shall be divided between the Grantor and the Grantee in proportion to the fair market value of their respective interests in the Property on the date of execution of this Easement. For this purpose and that of any other judicial extinguishment of this Easement, in whole or in part, the Grantee's interest shall be the amount by which the fair market value of the Property immediately prior to the execution of this Easement is reduced by the use limitations imposed hereby. The value of the Grantee's interest shall be determined by an appraisal prepared for federal income tax purposes by a qualified appraiser within one year of the date of this Easement, and submitted to the Grantee.

C. The Grantee shall use its share of the proceeds in a manner consistent with and in furtherance of one or more of the conservation purposes set forth herein.

10. ADDITIONAL EASEMENT; AMENDMENT; NO MERGER

A. Should the Grantor determine that the expressed purposes of this Easement could better be effectuated by the conveyance of an additional easement, the Grantor may execute an additional instrument to that effect, provided that the conservation purposes of this Easement are not diminished thereby and that a public agency or qualified organization described in Section 5.A., above, accepts and records the additional easement.

B. If, owing to unforeseen or changed circumstances, Grantor and Grantee agree that an amendment to, or modification of, this Easement would be appropriate and desirable, Grantor and Grantee may jointly amend this Easement pursuant to the provisions and limitations of this section; the then-current amendment policies of the Grantee; and applicable state and federal law. Any amendment shall be consistent with the Purposes of this Easement, and shall not impair the conservation attributes of the Property protected by this Easement. No amendment shall affect the qualification of this Easement or the status of the Grantee under any applicable laws, including Sections 170(h) and 501(c)(3) of the Internal Revenue Code of 1986, as amended, and NH RSA 477:45-47 as may be amended from time to time, nor shall any amendment affect the perpetual duration of this Easement. Any amendment shall be executed by the Grantor and the Grantee and shall be recorded in the Registry. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

C. The Grantor and Grantee explicitly agree that it is their express intent, forming a part of the consideration hereunder, that the conservation restrictions of this Easement are to last in perpetuity, and that, to that end, no conveyance of the underlying fee interest in the Property to the Grantee shall be deemed to eliminate this Easement, or any portion thereof, under the doctrine of "merger" or any other legal doctrine.

11. ARBITRATION OF DISPUTES

A. Any dispute arising under this Easement shall be submitted to arbitration in accordance with New Hampshire RSA 542.

B. The Grantor and the Grantee shall each choose an arbitrator within 30 days of written notice from either party. The arbitrators so chosen shall in turn choose a third arbitrator within 30 days of the selection of the second arbitrator.

C. The arbitrators so chosen shall forthwith set as early a hearing date as is practicable which they may postpone only for good cause shown. A decision by two of the three arbitrators, made as soon as practicable after submission of the dispute, shall be binding upon the parties and shall be enforceable as part of this Easement.

The Grantee, by accepting and recording this Easement, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein granted to and incumbent upon the Grantee, all in the furtherance of the conservation purposes for which this Easement is delivered.

Michael J. Ott

State of New Hampshire
County of _____

Personally appeared Michael J. Ott, to me known, this ____ day of _____ 20____, and acknowledged the within Easement Deed as his voluntary act and deed for the purposes therein contained.

Justice of the Peace/Notary Public
My commission expires on _____

Accepted:

Grantee: Harris Center for Conservation Education

By: _____
Meade Cadot, Director - Land Protection

STATE OF NEW HAMPSHIRE
COUNTY OF _____

On this _____ day of _____ 2011, before me, the undersigned officer, personally appeared Meade Cadot, who acknowledged himself to be the Director - Land Protection of the Harris Center for Conservation Education, and acting in said capacity, and being authorized to do so, executed the foregoing instrument on behalf of the Harris Center for Conservation Education as its voluntary act and deed for the purposes therein contained.

Justice of the Peace/Notary Public
My commission expires on _____

Appendix A

One certain tract or parcel of land with the buildings thereon, if any, situated in Antrim, County of Hillsborough and State of New Hampshire, bounded and described as Tract II in the below Warranty Deed, record at the Hillsborough County Registry of Deeds in Book 7685, Page 865.

EXHIBIT A to MEMORANDUM OF LEASE

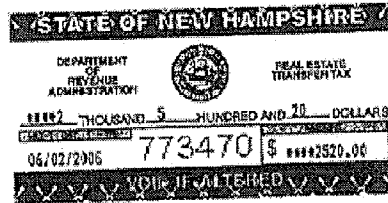
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AL7

Record and return to:
Craighead and Martin, PLLC
62 Stark Street
Manchester, NH 03101

22.39
24.39



9-60
9-61
9-64

2520

WARRANTY DEED

TS

KNOW ALL MEN BY THESE PRESENTS, That, we, John A. Eddy and Laura C. Eddy, husband and wife, both of 763 Templeton Turnpike Road, Fitzwilliam, County of Cheshire, and State of New Hampshire, for consideration paid, grants to Michael James Hutchins Ott, a single person of 493 Ocean Boulevard, #24, Hampton, County of Rockingham, and State of New Hampshire, with Warranty Covenants:

The following four (4) tracts of land situated in Antrim, County of Hillsborough and State of New Hampshire:

Tract 1:

A certain tract of land situated in the northwest part of Antrim in the County of Hillsborough and State of New Hampshire, bounded and described as follows:

Beginning at the Northeast corner of the premises at a stake and stones by an old road leading from near the dwelling formerly occupied by Walter Buchanan to the dwelling of the late William R. Carr; thence

1. Westerly by the same old road about 101.5 rods to land formerly owned by the late Hiram Griffin; thence
2. Southerly by said Griffin land about 62 rods to the corner of the wall by land of the Steele heirs; thence
3. Easterly by said last mentioned land about 94 rods to the corner of the wall by land of the late William R. Carr; thence
4. Northerly by said Carr land about 19.5 rods to a stake and stones; thence

9-60-33

9-61-205

9-64-2.5

9-61-205

212-30-241ac

9-60-33

212-27-39ac

9-64-2.5

212-35-5.1ac

BK7685760864

ORIGINAL NOT SUITABLE FOR
PROPER REPRODUCTION

5. Easterly by said Carr land about 21.5 rods to a stake and stones; thence
6. Northerly by said Carr land about 49 rods to the first named bound.

Estimated to contain 43 acres, more or less.

Tract 2:

Also another tract of land situated in the northwest part of said Antrim, New Hampshire, bounded and described as follows:

Beginning at the Northeast corner of the premises; thence

1. Southerly by land formerly owned by Samuel Tuttle 52 rods; thence
2. Westerly by the wall by land formerly owned by Dodge to the Northwest corner of said Dodge land; thence
3. Southerly by said Dodge land to land formerly owned by Davis; thence
4. Westerly by said Davis land and land formerly owned by Handley to land formerly of Samuel Curtis; thence
5. Northerly and Easterly by said Curtis land to land formerly owned by John McClure, et al; thence
6. Easterly by said McClure land to land formerly owned by Samuel Weston; thence
7. Southerly by said Weston land to land formerly owned by Samuel Tuttle, et al, about 57 rods; thence
8. Easterly by said Tuttle land to the point of beginning.

Said to contain 150 acres, more or less.

Tract 3:

A certain tract of land with the buildings thereon, if any, situate in the north part of Antrim, Hillsborough County and State of New Hampshire, bounded and described as follows:

BK 7685 PG 0865

Beginning at the Northwest corner of the premises at a stake and stones by land formerly owned by John Dodge; thence

1. Southerly by said Dodge land to the old road leading from the former residence of William R. Carr to the former residence of Samuel Dinsmore, to a stake and stones; thence
2. Easterly by said road about 37 rods to stake and stones; thence
3. Northerly by land formerly owned by Chandler Boutelle to a stake and stones by land formerly owned by Grafton Curtice; thence
4. Westerly by said Curtice land to the bound first mentioned.

Estimated to contain 6.5 acres, more or less, but reserving to the Public Service Company of New Hampshire and those claiming under it, any pole rights it may have acquired.

Tract 4:

Also another tract adjoining the above tract, bounded and described as follows:

Beginning at a bound on the Southerly side of the Keene Road, State Highway, at an old roadway; thence

1. Easterly by said Keene Road to land formerly of William M. Conn; thence
2. Southerly by wall and said Conn land to land formerly of William Boutelle; thence
3. Westerly by said Boutelle land to a stake and stones; thence
4. Southerly by said Boutelle land to the Old Town Road; Thence
5. Westerly by said Old Road to road first above mentioned; thence
6. Northerly by said roadway to the bound of beginning.

Said premises are subject to the rights of the public of the State highway and rights heretofore conveyed to the Public Service Company of New Hampshire.

BK 7685 PG 0866

Subject to current use tax recorded with the said Registry of Deeds at Book 3696, Page 137.

This conveyance of the within described properties are not subject to homestead rights.

Meaning and intending to describe and convey the same premises conveyed to the within grantor by Warranty Deed of Donald H. Hardwick, Sr., dated June 10th, 1999, and recorded at the Hillsborough County Registry of Deeds at Book 6115 Page 1762.

SIGNED this 2nd day of June, 2006.

By:

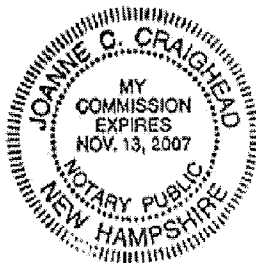
John A. Eddy

By:

Laura C. Eddy

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On this 2nd day of June, 2006, personally appeared the above-named John A. Eddy and Laura C. Eddy, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed the same in that capacity, and for the purposes therein contained.



Notary Public/~~Justice of the Peace~~

My commission expires: _____

BK 7685P60867

APPENDIX B
Consent of Lessee

Antrim Wind Energy LLC, its successors and assigns ("Lessee") does hereby consent to be bound by such terms and conditions contained in this easement as are intended to apply to it.

Notices to be sent to Lessee shall be delivered to the address set forth below, or at any other address provided by the Lessee to the Grantor and Grantee in the manner set forth for Notices under this Easement.

To Lessee: Antrim Wind Energy LLC
 155 Fleet Street
 Portsmouth, NH 03801
 Facsimile: (603) 386-6743

Copy to: James Callahan, Esq.
 Atkins Callahan PLLC
 20 Depot Street, Suite 220
 Peterborough, NH 03458

Signed and Agreed

John Kenworthy
Executive Officer

Date: _____

STATE OF NEW HAMPSHIRE
COUNTY OF _____

On this _____ day of _____ 2011, before me, the undersigned officer, personally appeared John Kenworthy, who acknowledged himself to be an Executive Officer of Antrim Wind Energy LLC, and acting in said capacity, and being authorized to do so, executed the foregoing instrument on behalf of Antrim Wind Energy LLC as its voluntary act and deed for the purposes therein contained.

Justice of the Peace/Notary Public
My commission expires on _____

December 19, 2011

Harris Center for Conservation Education
Attn: Stephen Froling
83 King's Highway
Hancock, New Hampshire 03449

Paul Whittemore
P.O. Box 528
Auburn, New Hampshire 03032

Helen Whittemore
16501 N. El Mirage Road #735
Surprise, Arizona 85374-3600

Re: Conservation Easement

Gentlemen and Lady:

This letter outlines the terms and conditions upon which Antrim Wind Energy, LLC ("AWE") will facilitate the conveyance of a conservation easement from Paul Whittemore and Helen Whittemore (the "Owner") to the Harris Center for Conservation Education ("HCCE") on property it leases from the Owner in Antrim, New Hampshire (the "Premises") in connection with its wind energy project (the "Project"). AWE, HCCE and the Owner may be referred to individually as a "Party" or collectively referred to as the "Parties".

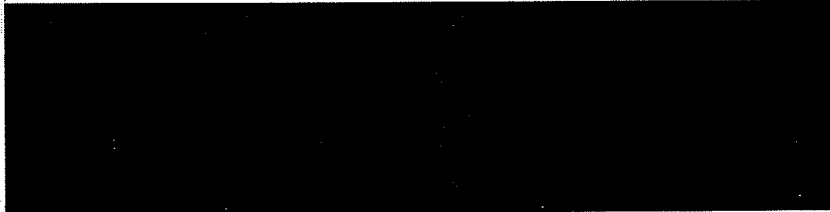
This letter is intended to set out the terms of a proposed conservation easement (the "Easement"). The Parties recognize that the terms outlined herein are specifically intended to be binding upon HCCE, AWE, and the Owner, subject to the conditions outlined below. The Owner and HCCE agree to prepare, execute and deliver a definitive Easement that will reflect the terms set forth in this Agreement and be in a form substantially similar to the Easement attached hereto as Exhibit A. The Parties further agree that although this Agreement and the Easement are not intended to serve as mitigation for any potential impacts created by the Project, the Easement may be counted by AWE as a component of any habitat conservation or mitigation plan required by any local, state, or federal permitting agency. The Parties further recognize that, if the Project proceeds, the Agreement and Easement will make a valuable contribution to the conservation interests of stakeholders in this region.

In consideration of the mutual promises and covenants contained herein, the Parties hereto agree as follows:

Easement: The Owner will grant the Easement to HCCE or its qualified designee, and HCCE will accept, the Easement, in a form

substantially similar to the Easement attached hereto as Exhibit A and adapted, if necessary, to accommodate the final parameters of the Project as permitted, but in any event granted pursuant to New Hampshire RSA 477:45-47.

Consideration:



Agreement Effective: This Agreement is one of a series of four Agreements with owners of land in the Project Area and shall take effect upon (i) execution of this Agreement and (ii) execution of similar agreements with each of the other three owners. If such agreements are not fully executed by June 30, 2012, this Agreement shall be null, void and of no effect.

Easement Effective: The Easement shall not take effect unless and until the Project achieves Commercial Operations, but will become effective not more than one hundred eighty (180) days following the Commercial Operations Date of AWE's Wind Power Facilities on portions of the Premises and other adjacent land. For the Purposes of this Agreement, the "Commercial Operations Date" shall be the date on which all permitted wind turbines have been fully commissioned and accepted by AWE, in accordance with industry practices, and ISO New England Inc. (or other applicable system operator or regional transmission organization) certifies that commercial operations of the Project have commenced and the Project is capable of delivering electricity on a commercial basis (i.e., in quantities and for periods greater than required for testing) to a third party power purchaser (otherwise referred to as "Commercial Operations").

Appraisal: Not more than 60 days following the Commercial Operations Date, AWE shall, in consultation with HCCE and the Owner, obtain a duly qualified individual or firm to appraise the value of the Easement to determine the fair market value of the Easement and prepare a report that satisfies standards necessary to justify the Purchase Price.

Survey; marking AWE shall share with the other Parties the results of surveys of the Premises and of the areas in which it intends to conduct Commercial Operations. If so requested by HCCE, it shall cause

internal boundaries to be monumented and blazed prior to the Easement Effective Date.

Tax Benefits: The Parties will cooperate to the extent appropriate to allow the Owner to obtain a tax benefit in respect of a charitable deduction as a result of the Easement grant. Notwithstanding the foregoing, nothing contained herein, nor any future course of dealings among the Parties, should be construed as AWE or HCCE providing tax advice to the Owner or as a representation that any such benefit is lawfully available.

Expiration: This Agreement shall expire upon the earlier of (a) the execution of the Easement or (b) December 31, 2015, provided that this date may be extended for up to three (3) one (1) year increments by AWE upon prior notice to HCCE and the Owner and further provided that AWE is working diligently to complete the Project.

Closing: AWE shall specify, upon not less than ten days' notice delivered to the other parties, a time and date not later than the Effective Date for Closing. The Closing shall take place at the office of Atkins Callahan, 20 Depot Street, Suite 220, Peterborough, NH, or such other place as the Parties may agree.

Protection of Rights: Between the date of this Agreement and the Effective Date, neither AWE nor the Owner shall, without HCCE's consent,

- a) enter into any agreement or permit any lien or encumbrance on the Premises which would interfere with the rights granted to HCCE in this Agreement or to be granted in the Easement provided that nothing contained herein shall be construed in such a way to prevent or hinder AWE from obtaining financing for the Project and in connection therewith collateralizing its leasehold and contract rights as well as its improvements;
- b) grant to any third party a right of way across the Premises for any purpose except construction and operation of the Project; or
- c) take any other action which would violate the terms of the Easement if it were in force.

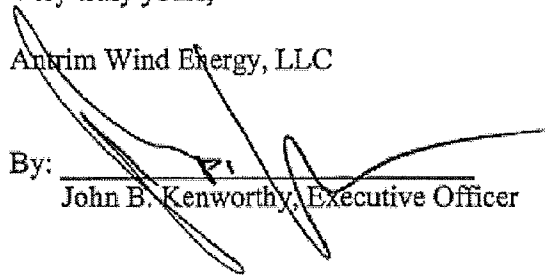
Filing: Upon prior approval of AWE, which shall not be unreasonably withheld, conditioned or delayed, between the date of this Agreement and the Effective Date, HCCE shall have the right to file a notice with the Hillsborough County Registry of Deeds reflecting its right to acquire the Easement in certain circumstances. The Parties agree to give reasonable cooperation in the filing of such notice and to execute, without additional consideration, a form of notice prepared by HCCE at its sole cost and expense.

- Notices:** Any notice required or permitted by this Agreement shall be in writing and shall be sent by one Party to the others by certified mail, return receipt requested, at their respective addresses given above or such other address as may be designated by notice so delivered.
- Subordination:** In the event that the Premises is encumbered by a mortgage, the Owner shall, prior to the Easement Effective Date, obtain and furnish to HCCE, either (a) a discharge or (b) an agreement subordinating the mortgage to the Easement for each such mortgage in recordable form reasonably satisfactory to HCCE
- Arbitration:** Any dispute arising under this Agreement shall be submitted to arbitration in accordance with NH RSA 542 and Article 11 of the Easement and any award made in such arbitration may be entered and enforced in and by any court of competent jurisdiction.
- Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire.
- Binding Effect:** This Agreement shall be legally binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- Severability:** If any term of this Agreement shall to any extent be invalid or unenforceable, the remainder of the Agreement shall not be affected thereby.
- Defined Terms:** Capitalized terms not defined herein shall have the meaning ascribed to them in the Easement.

If the foregoing is acceptable to HCCE and the Owner, kindly execute a copy of this Agreement in the place set forth below and return it me by facsimile and expedited delivery, no later than the close of business on December 30, 2011, time being of the essence.

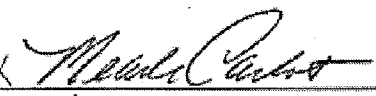
Very truly yours,

Antrim Wind Energy, LLC

By: 
John B. Kenworthy, Executive Officer

ACCEPTED AND AGREED TO:

Harris Center for Conservation Education

By: 
Name: MERRICK CADOT
Title: LAND. PROG. DIRECTOR

Owner


Paul Whittemore

Helen Whittemore

Very truly yours,

Antrim Wind Energy, LLC

By: _____
John B. Kenworthy, Executive Officer

ACCEPTED AND AGREED TO:

Harris Center for Conservation Education

By: _____
Name: _____
Title: _____

Owner

Paul Whittemore

Helen Whittemore
Helen Whittemore

CONSERVATION EASEMENT DEED

Paul J. Whittemore, single/married, whose mailing address is P.O. Box 528, Auburn, County of Rockingham, New Hampshire 03032 ("PW") and **Helen M. Whittemore**, single/married, whose mailing address is 16501 N. El Mirage Road #735, Surprise, Arizona 85374-3600 ("HW") (collectively PW and HW hereinafter referred to as the "Grantor", which word where the context requires includes the plural and shall, unless the context clearly indicates otherwise, include the Grantor's executors, administrators, legal representatives, devisees, heirs, successors and assigns),

for consideration paid, with WARRANTY covenants, grants in perpetuity to

the **Harris Center For Conservation Education**, a corporation duly organized and existing under the laws of the State of New Hampshire, with a principal place of business at 83 King's Highway, Town of Hancock, County of Hillsborough, State of New Hampshire 03449, having been determined by the Internal Revenue Service to be an income tax exempt, publicly supported corporation, contributions to which are deductible for federal income tax purposes pursuant to the United States Internal Revenue Code (hereinafter referred to as the "Grantee" which shall, unless the context clearly indicates otherwise, include the Grantee's successors and assigns).

the **Conservation Easement** (herein referred to as the "Easement") hereinafter described with respect to that certain parcel/area of land (herein referred to as the "Property") with any and all buildings, structures, and improvements thereon situated in the western part of the Town of **Antrim**, County of Hillsborough, State of New Hampshire, more particularly bounded and described in Appendix "A" attached hereto and made a part hereof.

The Easement is subject to a Lease between the Grantor and **Antrim Wind Energy, LLC** (the "Lessee"), dated as of January 1, 2011 (the "Lease Effective Date"), and evidenced by a Memorandum of Lease recorded in the Hillsborough County Registry of Deeds ("Registry") at Book 8288, Page 340 (the "Lease").

The Property is not homestead property.

WHEREAS the Property comprises a relatively natural habitat for diverse plant and animal species and contains approximately 110 acres of forestland; and

WHEREAS the Property comprises a portion of a larger, relatively natural habitat for wide-ranging umbrella species such as moose, bear, bobcat, fisher, wild turkey and the like; and

WHEREAS the Property is contiguous to or nearly contiguous to other land now protected by easement or fee ownership under the auspice of the Grantee and other conservation organizations; and

WHEREAS the Property comprises scenic open space which may be viewed from Route 9 in Antrim, NH, a public road, and from other public roads and water bodies; and

WHEREAS the Property has been identified as open space worthy of protection in the Antrim Master Plan of 2010 and the Antrim Open Space Committee Open Space Plan adopted by the Town of Antrim in 2006, both of which state that preservation of unfragmented forest areas in the Western portion of Antrim, including the Property, is one of the principal objectives of its residents; and

WHEREAS the Property has also been identified as being well-suited for the conversion of wind energy to electricity, a renewable form of energy, the furtherance of which is also identified in the aforesaid Master Plan as one of the principal objectives of Antrim residents, who also voted to adopt the NH Climate Change Resolution, which identified the risks climate change presents to the integrity and health of New Hampshire ecosystems in stating:

"Whereas, The protection of our forests, air and water quality, fisheries and other natural resources are important to the health and quality of life of our citizens; and

"Whereas, There is evidence that climate change is already impacting New Hampshire's environment and natural resources, from increased intensity of storms, higher sea level, less snow cover, and more winter rain; and

"Whereas, New Hampshire state government has taken steps to lead by example by reducing energy use of state operations and committing to an overall state goal of using 25 percent renewable energy by 2025

; and

WHEREAS the Property comprises scenic open space forestland, preservation of which is pursuant to the following clearly delineated state conservation policy, that is, NH RSA 79-A:1 which states that "It is hereby declared to be in the public interest to encourage the preservation of open space, thus providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, maintaining the character of the state's landscape, and conserving the land, water, forest, agricultural, and wildlife resources."; and

WHEREAS the Property comprises significant area, in conjunction with other adjacent properties, capable of the production of substantial amounts of pollution free wind generated electricity, the advancement of which is pursuant to the clearly delineated state policy on

renewable energy, RSA 362-F:1, which states that "It is therefore in the public interest to stimulate investment in low emission renewable energy generation technologies in New England and, in particular, New Hampshire, whether at new or existing facilities."

all to the benefit of the public and

WHEREAS, the specific conservation values of the Property are documented in an inventory of relevant features of the Property, acknowledged by the signatures of Grantors and Grantee and to be filed at the offices of Grantee, said inventory consisting of a report, maps, photographs, and other documentation (hereinafter referred to as "Baseline Documentation"), which the parties agree provides an accurate representation of the Property at the time of this conveyance and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Easement.

1. PURPOSES

The Easement hereby granted is pursuant to NH RSA 477:45-47, exclusively for the following conservation purposes:

A. The preservation of the land subject to the Easement granted hereby for outdoor recreation by and/or the education of the general public, through the auspices of the Grantee; and

B. The preservation and conservation of open spaces, particularly the conservation of the 110 acres, more or less, of productive forest land of which the Property consists and of the wildlife habitat thereon, and for the scenic enjoyment of the general public.

The above purposes are consistent with the clearly delineated open space conservation goals and/or objectives as stated in the aforesaid Master Plan and Open Space Plan and with New Hampshire RSA Chapter 79-A

All of these purposes are consistent and in accordance with the U.S. Internal Revenue Code, Section 170(h).

The Easement hereby granted with respect to the Property is as follows:

2. USE LIMITATIONS (Subject to the reserved rights specified in Section 3 below)

A. Subject to the reserved rights specified in Section 3, below, including, without limitation, the Development Activities, the Property shall be maintained in perpetuity as open space without there being conducted thereon any industrial or commercial activities, except agriculture, forestry, wireless communications and Windpower Facilities, as described below, and provided that the productive capacity of the Property to produce forest and/or agricultural crops shall not be degraded by on-site activities.

i. For the purposes hereof, "agriculture" and "forestry" shall include animal husbandry, floriculture, and horticulture activities; the production of plant and animal products

for domestic or commercial purposes; the growing, stocking, cutting, and sale of Christmas trees or forest trees of any size capable of producing timber or other forest products; and the processing and sale of products produced on the Property (such as pick-your-own fruits and vegetables and maple syrup), all as not detrimental to the purposes of this Easement.

ii. Agriculture and forestry on the Property shall be performed, to the extent reasonably practicable, in accordance with a coordinated management plan for the sites and soils of the Property. Forestry and agricultural management activities shall be in accordance with the then current scientifically based practices recommended by the University of New Hampshire Cooperative Extension, U.S. Natural Resources Conservation Service, or other government or private, nonprofit natural resource conservation and management agencies then active.

B. Except as expressly hereinafter provided, the Property shall not be subdivided or otherwise divided in ownership and none of the individual tracts which together comprise the Property shall be conveyed separately from one another nor shall Grantor grant to any third party a right of way across the Property. For purposes of this Easement, the Lease, or any reconfiguration of the area subject to the Lease, shall not be considered to be a subdivision.

C. Except as expressly hereinafter provided, no structure or improvement, including, but not limited to, a dwelling, any portion of a septic system, tennis court, swimming pool, dock, aircraft landing strip, tower or mobile home, shall be constructed, placed, or introduced onto the Property. However, ancillary structures and improvements including, but not limited to, a road, dam, fence, bridge, culvert, barn, maple sugar house, or shed may be constructed, placed, or introduced onto the Property only as necessary in the accomplishment of the agricultural, forestry, conservation, habitat management, or noncommercial outdoor recreational uses of the Property, and provided that they are not detrimental to the purposes of this Easement.

D. No removal, filling, or other disturbances of soil surface, nor any changes in topography, surface or subsurface water systems, wetlands, or natural habitat shall be allowed unless such activities:

i. are commonly necessary in the accomplishment of the agricultural, forestry, conservation, habitat management, or noncommercial outdoor recreational uses of the Property; and

ii. do not harm state or federally recognized rare, threatened, or endangered species, such determination of harm to be based upon information from the New Hampshire Natural Heritage Inventory or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species; and

iii. are not detrimental to the purposes of this Easement.

Prior to commencement of any such activities, all necessary federal, state, local, and other governmental permits and approvals shall be secured.

E. No outdoor advertising structures such as signs and billboards shall be displayed on the

Property except as desirable or necessary for public safety or in the accomplishment of the agricultural, forestry, conservation, or noncommercial outdoor recreational uses of the Property, and provided such signs are not detrimental to the purposes of this Easement. No sign shall exceed twelve square feet in size and no sign shall be artificially illuminated unless required for public safety.

F. There shall be no mining, quarrying, excavation, or removal of rocks, minerals, gravel, sand, topsoil, or other similar materials on the Property, except in connection with any improvements made pursuant to the provisions of sections 2.A., C., D., or E., above. No such rocks, minerals, gravel, sand, topsoil, or other similar materials shall be removed from the Property.

G. There shall be no dumping, injection, burning, or burial of man-made materials or materials then known to be environmentally hazardous.

3. RESERVED RIGHTS

All uses of the Property not expressly prohibited herein and not inconsistent with the Purposes of this Easement are expressly reserved to the Grantor, his heirs, successors and assigns, including without limitation, the following:

A. To use portions of the Property and to permit the Lessee, its successors and assigns, to use portions of the Property, for wind energy purposes and related uses, activities and development pursuant to the Lease.

i. For purposes of this Easement, "wind energy purposes" means converting wind energy to electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto ("Development Activities"), including, without limitation, (a) determining the feasibility of wind energy generation on the Property, including studies of wind speed, wind direction and other meteorological data, conducting engineering, geotechnical, environmental and other surveys and studies and extracting soil samples; and, (b) accessing via rights of way on the Property, constructing, installing, using, replacing, relocating and removing from time to time, and maintaining, repairing and operating, up to one (1) wind turbines (including supporting towers and foundations) (collectively, "Wind Turbines"), electrical distribution, collection, transmission and communications lines, substations, electric transformers, telecommunications equipment, power generation facilities to be operated in conjunction with commercial wind turbine installations, roads, meteorological towers and wind measurement equipment, control buildings, maintenance yards, and related facilities and equipment (all of the above, including the Wind Turbines, collectively, "Windpower Facilities") on the Property.

ii. In connection with the development, construction and operation of the Windpower Facilities, the Lessee, its successors and assigns, shall be permitted to:

(a) excavate, remove and export material to adjoining parcels; grade, level, and fill the land; remove trees and shrubs; install and maintain foundations, roadways and walkways; and install, access and maintain utilities, provided all are done in connection

with the Windpower Facilities;

(b) replace, repair, add or otherwise modify its equipment or any portion thereof during the term of the Lease. Lessee shall have the right of subjacent and lateral support to whatever is necessary for the operation and maintenance of the Windpower Facilities on the Property, including, without limitation, guy wires and supports;

(c) permit the rotors of Wind Turbines located on adjacent properties to overhang the Property; and

(d) install a chain link or other security fence around the Windpower Facilities or any portion thereof at its sole and absolute discretion if required to do so by any regulatory or permitting agency or if required for insurance purposes or if dictated by industry best practices.

iii. The Lease contemplates that prior to the effective date of this Easement, Lessee shall designate a portion of the Property for use for the Windpower Facilities. ("the Reduced Lease Area") The rights reserved in this Section 3A shall be exercised exclusively within the Reduced Lease Area; provided, however, that Lessee shall retain all rights, and shall be permitted to exercise such rights, over Grantor's property, including the Property, other than the Reduced Lease Area, as provided in the Lease. Lessee shall promptly and, in no event later than the effective date of this Easement, (i) create a survey plan prepared by a licensed surveyor, locating and depicting the said Reduced Lease Area and (ii) notify Grantee of the location of the said area.

iv. Notwithstanding any provision to the contrary contained herein, the reserved rights outlined in this Section 3A shall terminate 50 years from the Lease Effective Date; accordingly, the rights reserved in this Section 3A shall expire no later than 50 years plus 180 days from January 1, 2011 (to allow for the removal obligations as required in the Lease). In the event that the current Lease is terminated prior to the end of the 50-year period, Grantor shall continue to have the reserved right for Windpower Facilities for the remainder of the full 50-year term from January 1, 2011, provided that such use occurs only within the Reduced Lease Area.

v. At or before termination of the rights reserved in this Section 3A, Grantee shall ensure that the Lessee has decommissioned and removed the Windpower Facilities as provided in the Lease and in any regulatory permit.

B. The right to construct, maintain, utilize, repair and replace one single-family house not to exceed 3,000 square feet in total footprint (together with (i) all outbuildings, barns, sheds, domestic garages and other structures, all such structures to be within 500 feet of the aforesaid house, and (ii) driveways, utilities, septic systems and the like normally appurtenant to residential use of such a house). As part of Grantor's right to construct the aforementioned structures and appurtenances, Grantor shall also have the right to utilize gravel extracted from the site of the area under and around the footprint of said structures for the purposes of building the driveway; provided, however, that the area utilized for extraction of gravel shall be graded and reseeded after construction is complete. Not less than sixty (60) days prior to the exercise of the aforesaid right, the Grantor must submit to the Grantee a survey plan prepared by a licensed surveyor, recordable at the Hillsborough County Registry of Deeds, locating and depicting the improvements proposed.

C. The right, subject to Zoning Ordinances, Rules and Regulations as may then be in effect, to erect, install, provide access and service to, use and maintain one "cell tower" anywhere on the Property, such "cell tower" being a "personal service wireless service facility" within the meaning of 47 USC 332 (7)(c)(ii).

D. Grantor shall permit public pedestrian access to, on, and across the Property (except the Reduced Lease Area and except within 300 feet of any dwelling) for nature observation, hiking, cross country skiing and similar transitory low-impact, recreational purposes, but not for camping. Grantee shall have the right, from time to time, to post the Property to the extent necessary to preserve conservation values.

E. To the extent that there is an inconsistency between the Use Limitations outlined in Section 2, above, and the provisions of this Section 3 regarding Reserved Rights, the provisions of this Section 3 shall control.

4. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE

A. The Grantor agrees to notify the Grantee in writing 10 days before the transfer of title to the Property or any division of ownership thereof permitted hereby.

B. The Grantee shall be under no obligation to maintain the Property or pay any taxes or assessments thereon.

5. BENEFITS, BURDENS, AND ACCESS

A. The burden of the Easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of this Easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferable only to the State of New Hampshire, the U.S. Government, or any subdivision of either of them, consistent with Section 170(c)(1) of the U.S. Internal Revenue Code of 1986, as amended, or to any qualified organization within the meaning of Section 170(h)(3) of said Code, which organization has among its purposes the conservation and preservation of land and water areas and agrees to and is capable of enforcing the conservation purposes of this Easement. Any such assignee or transferee shall have like power of assignment or transfer.

B. The Grantee shall have reasonable access to the Property and all of its parts for such inspection as is necessary to determine compliance with and to enforce this Easement and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Easement, provided, however that the Grantee shall give not less than fourteen (14) days written notice to the Lessee of Grantee's intention to inspect and shall comply with all reasonable regulations imposed by Lessee with respect to safety or other operational considerations within the Reduced Lease Area during the Lease Term.

C. The Grantee shall have the right to place signs on the Property boundaries and on internal boundaries designating the Reduced Lease Area for the purpose of identifying it as conservation

easement land protected by the Grantee.

6. BREACH OF EASEMENT

A. When a breach of this Easement, or conduct by anyone inconsistent with this Easement, comes to the attention of the Grantee, it shall notify the Grantor in writing of such breach or conduct, delivered in hand or by certified mail, return receipt requested.

B. The Grantor shall, within thirty (30) days after receipt of such notice or after otherwise learning of such breach or conduct, undertake those actions, including restoration, which are reasonably calculated to cure swiftly said breach, or to terminate said conduct, and to repair any damage. The Grantor shall promptly notify the Grantee of its actions taken under this section.

C. If the Grantor fails to take such proper action under the preceding paragraph, the Grantee shall, as appropriate to the purposes of this deed, undertake any actions that are reasonably necessary to cure such breach or to repair any damage in the Grantor's name or to terminate such conduct. The cost thereof, including the Grantee's expenses, court costs, and legal fees, shall be paid by the Grantor, provided that the Grantor is directly or primarily responsible for the breach.

D. Nothing contained in this Easement shall be construed to entitle the Grantee to bring any action against the Grantor for any injury to or change in the Property resulting from causes beyond the Grantor's control, including, but not limited to, unauthorized actions by third parties, natural disasters such as fire, flood, storm, and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

E. The Grantee and the Grantor reserve the right, separately or collectively, to pursue all legal remedies against any third party responsible for any actions detrimental to the conservation purposes of this Easement.

7. NOTICES

All notices, requests and other communications, required or permitted to be given under this Easement shall be in writing, except as otherwise provided herein, and shall be delivered in hand or sent by certified mail, postage prepaid, return receipt requested to the appropriate address set forth above or at such other address as the Grantor or the Grantee may hereafter designate by notice given in accordance herewith. Notice shall be deemed to have been given when so delivered or so mailed.

8. SEVERABILITY

If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid by a court of competent jurisdiction, by confirmation of an arbitration award or otherwise, the remainder of the provisions of this Easement or the application of such provision to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

9. CONDEMNATION/EXTINGUISHMENT

A. Whenever all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate in whole or in part the Easement conveyed hereby, the Grantor and the Grantee shall thereupon act jointly to recover the full damages resulting from such taking with all incidental or direct damages and expenses incurred by them thereby to be paid out of the damages recovered.

B. The balance of the land damages recovered (including, for purposes of this subsection, proceeds from any lawful sale of the Property unencumbered by the restrictions hereunder in lieu of condemnation) shall be divided between the Grantor and the Grantee in proportion to the fair market value of their respective interests in the Property on the date of execution of this Easement. For this purpose and that of any other judicial extinguishment of this Easement, in whole or in part, the Grantee's interest shall be the amount by which the fair market value of the Property immediately prior to the execution of this Easement is reduced by the use limitations imposed hereby. The value of the Grantee's interest shall be determined by an appraisal prepared for federal income tax purposes by a qualified appraiser within one year of the date of this Easement, and submitted to the Grantee.

C. The Grantee shall use its share of the proceeds in a manner consistent with and in furtherance of one or more of the conservation purposes set forth herein.

10. ADDITIONAL EASEMENT; AMENDMENT; NO MERGER

A. Should the Grantor determine that the expressed purposes of this Easement could better be effectuated by the conveyance of an additional easement, the Grantor may execute an additional instrument to that effect, provided that the conservation purposes of this Easement are not diminished thereby and that a public agency or qualified organization described in Section 5.A., above, accepts and records the additional easement.

B. If, owing to unforeseen or changed circumstances, Grantor and Grantee agree that an amendment to, or modification of, this Easement would be appropriate and desirable, Grantor and Grantee may jointly amend this Easement pursuant to the provisions and limitations of this section; the then-current amendment policies of the Grantee; and applicable state and federal law. Any amendment shall be consistent with the Purposes of this Easement, and shall not impair the conservation attributes of the Property protected by this Easement. No amendment shall affect the qualification of this Easement or the status of the Grantee under any applicable laws, including Sections 170(h) and 501(c)(3) of the Internal Revenue Code of 1986, as amended, and NH RSA 477:45-47 as may be amended from time to time, nor shall any amendment affect the perpetual duration of this Easement. Any amendment shall be executed by the Grantor and the Grantee and shall be recorded in the Registry. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

C. The Grantor and Grantee explicitly agree that it is their express intent, forming a part of the consideration hereunder, that the conservation restrictions of this Easement are to last in

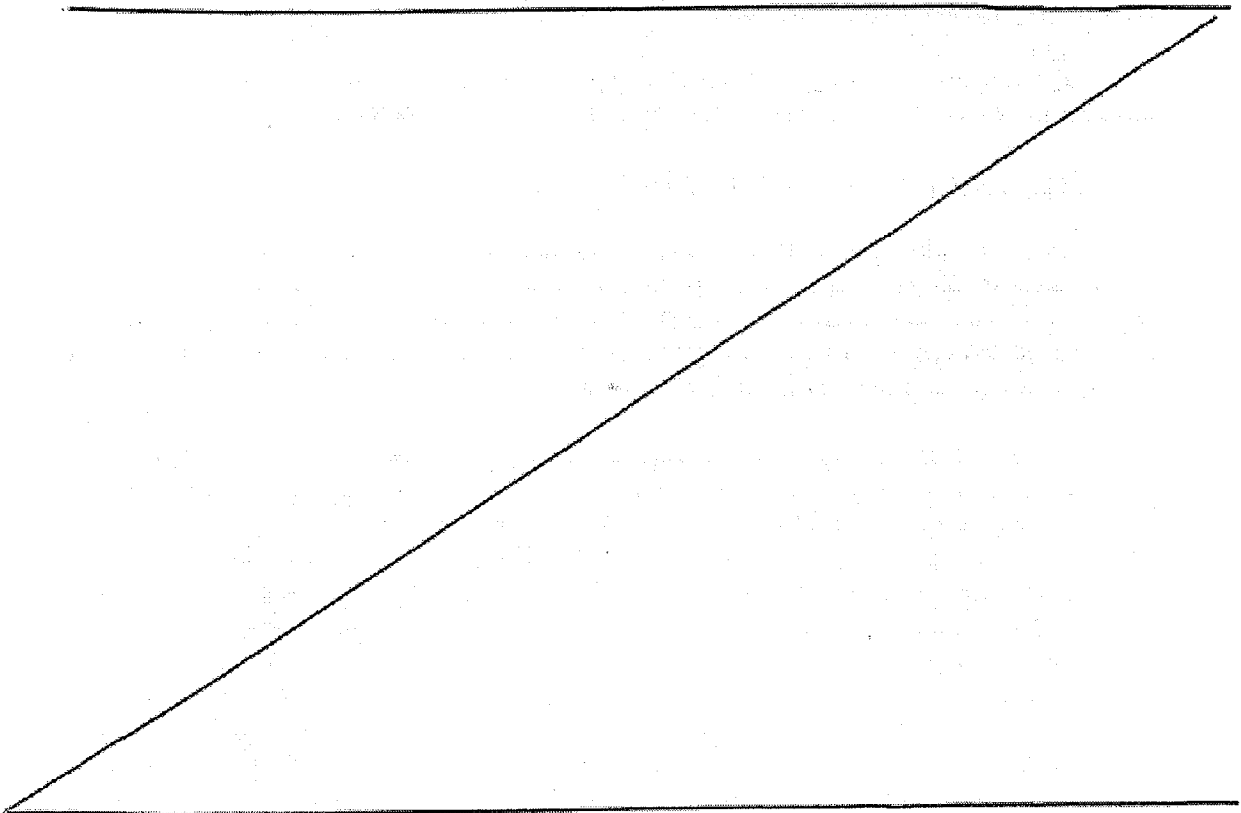
perpetuity, and that, to that end, no conveyance of the underlying fee interest in the Property to the Grantee shall be deemed to eliminate this Easement, or any portion thereof, under the doctrine of "merger" or any other legal doctrine.

11. ARBITRATION OF DISPUTES

A. Any dispute arising under this Easement shall be submitted to arbitration in accordance with New Hampshire RSA 542.

B. The Grantor and the Grantee shall each choose an arbitrator within 30 days of written notice from either party. The arbitrators so chosen shall in turn choose a third arbitrator within 30 days of the selection of the second arbitrator.

C. The arbitrators so chosen shall forthwith set as early a hearing date as is practicable which they may postpone only for good cause shown. A decision by two of the three arbitrators, made as soon as practicable after submission of the dispute, shall be binding upon the parties and shall be enforceable as part of this Easement.



The Grantee, by accepting and recording this Easement, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein granted to and incumbent upon the Grantee, all in the furtherance of the conservation purposes for which this Easement is delivered.

Paul J. Whittemore

Helen M. Whittemore

State of New Hampshire
County of _____

Personally appeared Paul J. Whittemore, to me known, this ____ day of _____
2011, and acknowledged the within Easement Deed as his voluntary act and deed for the
purposes therein contained.

Justice of the Peace/Notary Public
My commission expires on _____

State of _____
County of _____

Personally appeared Helen M. Whittemore, to me known, this ____ day of _____
2011, and acknowledged the within Easement Deed as her voluntary act and deed for the
purposes therein contained.

Justice of the Peace/Notary Public
My commission expires on _____

Accepted:

Grantee: Harris Center for Conservation Education

By: _____
Meade Cadot, Director - Land Protection

STATE OF NEW HAMPSHIRE
COUNTY OF _____

On this _____ day of _____ 2011, before me, the undersigned officer, personally appeared Meade Cadot, who acknowledged himself to be the Director - Land Protection of the Harris Center for Conservation Education, and acting in said capacity, and being authorized to do so, executed the foregoing instrument on behalf of the Harris Center for Conservation Education as its voluntary act and deed for the purposes therein contained.

Justice of the Peace/Notary Public
My commission expires on _____

Appendix A

One certain tract or parcel of land with the buildings thereon, if any, situated in Antrim, County of Hillsborough and State of New Hampshire, bounded and described as follows:

Tract 1:

Beginning at the southwest corner of the premises at land now or formerly of one Harrington; thence northerly by said Harrington land to land of Alfred G. Holt, now or formerly of Arthur F. Holt and Gladys H. Warner; thence easterly by land of said Holt-Warner to land now or formerly of Alvin Brown; thence southerly by said Brown land and land formerly of James W. Jameson and of John Cuddihy to land now or formerly of R. B. Harrington; thence westerly by said Harrington land to the place of beginning.

Containing one hundred ten (110) acres, more or less, and being known as the Mountain Pasture.

The above tract of land being shown on the Town of Antrim tax maps as Map 236, Lot 001-000.

For title reference see deed dated January 14, 2000, recorded at the Registry, Volume 6211, Page 1465. See also deed dated April 21, 2009, recorded at the Registry, Volume 8199, Page 261.

APPENDIX B
Consent of Lessee

Antrim Wind Energy LLC, its successors and assigns ("Lessee") does hereby consent to be bound by such terms and conditions contained in this easement as are intended to apply to it.

Notices to be sent to Lessee shall be delivered to the address set forth below, or at any other address provided by the Lessee to the Grantor and Grantee in the manner set forth for Notices under this Easement.

To Lessee: Antrim Wind Energy LLC
 155 Fleet Street
 Portsmouth, NH 03801
 Facsimile: (603) 386-6743

Copy to: James Callahan, Esq.
 Atkins Callahan, PLLC
 20 Depot Street, Suite 220
 Peterborough, NH 03458

Signed and Agreed

John Kenworthy
Executive Officer

Date: _____

STATE OF NEW HAMPSHIRE
COUNTY OF _____

On this _____ day of _____ 2011, before me, the undersigned officer, personally appeared John Kenworthy, who acknowledged himself to be an Executive Officer of Antrim Wind Energy LLC, and acting in said capacity, and being authorized to do so, executed the foregoing instrument on behalf of Antrim Wind Energy LLC as its voluntary act and deed for the purposes therein contained.

Justice of the Peace/Notary Public
My commission expires on _____

December 19, 2011

Harris Center for Conservation Education
Attn: Stephen Froling
83 King's Highway
Hancock, New Hampshire 03449

Steven R. Cotran
26 McIntosh Lane
Bedford, New Hampshire 03110

Re: Conservation Easement

Gentlemen:

This letter outlines the terms and conditions upon which Antrim Wind Energy, LLC ("AWE") will facilitate the conveyance of a conservation easement from Steven R. Cotran (the "Owner") to the Harris Center for Conservation Education ("HCCE") on property it leases from the Owner in Antrim, New Hampshire (the "Premises") in connection with its wind energy project (the "Project"). AWE, HCCE and the Owner may be referred to individually as a "Party" or collectively referred to as the "Parties".


This letter is intended to set out the terms of a proposed conservation easement (the "Easement"). The Parties recognize that the terms outlined herein are specifically intended to be binding upon HCCE, AWE, and the Owner, subject to the conditions outlined below. The Owner and HCCE agree to prepare, execute and deliver a definitive Easement that will reflect the terms set forth in this Agreement and be in a form substantially similar to the Easement attached hereto as **Exhibit A**. The Parties further agree that although this Agreement and the Easement are not intended to serve as mitigation for any potential impacts created by the Project, the Easement may be counted by AWE as a component of any habitat conservation or mitigation plan required by any local, state, or federal permitting agency. The Parties further recognize that, if the Project proceeds, the Agreement and Easement will make a valuable contribution to the conservation interests of stakeholders in this region.

In consideration of the mutual promises and covenants contained herein, the Parties hereto agree as follows:

Easement: The Owner will grant the Easement to HCCE or its qualified designee, and HCCE will accept, the Easement, in a form substantially similar to the Easement attached hereto as **Exhibit A** and adapted, if necessary, to accommodate the final parameters of the Project as permitted, but in any event granted pursuant to New Hampshire RSA 477:45-47.

Consideration:





Agreement Effective: This Agreement is one of a series of four Agreements with owners of land in the Project Area and shall take effect upon (i) execution of this Agreement and (ii) execution of similar agreements with each of the other three owners. If such agreements are not fully executed by June 30, 2012, this Agreement shall be null, void and of no effect.

Easement Effective: The Easement shall not take effect unless and until the Project achieves Commercial Operations, but will become effective not more than one hundred eighty (180) days following the Commercial Operations Date of AWE's Wind Power Facilities on portions of the Premises and other adjacent land. For the Purposes of this Agreement, the "Commercial Operations Date" shall be the date on which all permitted wind turbines have been fully commissioned and accepted by AWE, in accordance with industry practices, and ISO New England Inc. (or other applicable system operator or regional transmission organization) certifies that commercial operations of the Project have commenced and the Project is capable of delivering electricity on a commercial basis (i.e., in quantities and for periods greater than required for testing) to a third party power purchaser (otherwise referred to as "Commercial Operations").

Appraisal: Not more than 60 days following the Commercial Operations Date, AWE shall, in consultation with HCCE and the Owner, obtain a duly qualified individual or firm to appraise the value of the Easement to determine the fair market value of the Easement and prepare a report that satisfies standards necessary to justify the Purchase Price.

Survey; marking AWE shall share with the other Parties the results of surveys of the Premises and of the areas in which it intends to conduct Commercial Operations. If so requested by HCCE, it shall cause internal boundaries to be monumented and blazed prior to the Easement Effective Date.

Tax Benefits: The Parties will cooperate to the extent appropriate to allow the Owner to obtain a tax benefit in respect of a charitable deduction

as a result of the Easement grant. Notwithstanding the foregoing, nothing contained herein, nor any future course of dealings among the Parties, should be construed as AWE or HCCE providing tax advice to the Owner or as a representation that any such benefit is lawfully available.

Expiration: This Agreement shall expire upon the earlier of (a) the execution of the Easement or (b) December 31, 2015, provided that this date may be extended for up to three (3) one (1) year increments by AWE upon prior notice to HCCE and the Owner and further provided that AWE is working diligently to complete the Project.

Closing: AWE shall specify, upon not less than ten days' notice delivered to the other parties, a time and date not later than the Effective Date for Closing. The Closing shall take place at the office of Atkins Callahan PLLC, 20 Depot Street, Suite 220, Peterborough, NH, or such other place as the Parties may agree.

Protection of Rights: Between the date of this Agreement and the Effective Date, neither AWE nor the Owner shall, without HCCE's consent,

- a) enter into any agreement or permit any lien or encumbrance on the Premises which would interfere with the rights granted to HCCE in this Agreement or to be granted in the Easement provided that nothing contained herein shall be construed in such a way to prevent or hinder AWE from obtaining financing for the Project and in connection therewith collateralizing its leasehold and contract rights as well as its improvements;
- b) grant to any third party a right of way across the Premises for any purpose except construction and operation of the Project; or
- c) take any other action which would violate the terms of the Easement if it were in force.

Filing: Upon prior approval of AWE, which shall not be unreasonably withheld, conditioned or delayed, between the date of this Agreement and the Effective Date, HCCE shall have the right to file a notice with the Hillsborough County Registry of Deeds reflecting its right to acquire the Easement in certain circumstances. The Parties agree to give reasonable cooperation in the filing of such notice and to execute, without additional consideration, a form of notice prepared by HCCE at its sole cost and expense.

Notices: Any notice required or permitted by this Agreement shall be in writing and shall be sent by one Party to the others by certified mail, return receipt requested, at their respective addresses given above or such other address as may be designated by notice so

delivered.

Subordination: In the event that the Premises is encumbered by a mortgage, the Owner shall, prior to the Easement Effective Date, obtain and furnish to HCCE, either (a) a discharge or (b) an agreement subordinating the mortgage to the Easement for each such mortgage in recordable form reasonably satisfactory to HCCE

Arbitration: Any dispute arising under this Agreement shall be submitted to arbitration in accordance with NH RSA 542 and Article 11 of the Easement and any award made in such arbitration may be entered and enforced in and by any court of competent jurisdiction.

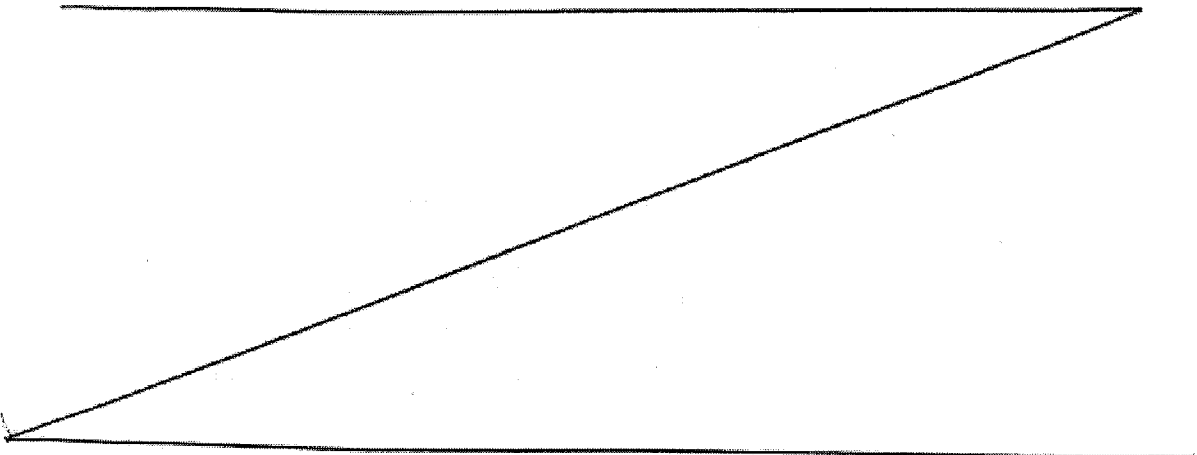
Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire.

Binding Effect: This Agreement shall be legally binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

Severability: If any term of this Agreement shall to any extent be invalid or unenforceable, the remainder of the Agreement shall not be affected thereby.

Defined Terms: Capitalized terms not defined herein shall have the meaning ascribed to them in the Easement.

If the foregoing is acceptable to HCCE and the Owner, kindly execute a copy of this Agreement in the place set forth below and return it me by facsimile and expedited delivery, no later than the close of business on December 30, 2011, time being of the essence.



Very truly yours,

Antrim Wind Energy, LLC

By: 

John B. Kenworthy, Executive Officer

ACCEPTED AND AGREED TO:

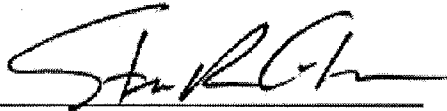
Harris Center for Conservation Education

By: 

Name: MEADE CAPOT

Title: LAND PROG. DIRECTOR

Owner



Steven R. Cotran

CONSERVATION EASEMENT DEED

Steven R. Cotran, [single/married], whose mailing address is 26 McIntosh Lane, Bedford, County of Hillsborough, New Hampshire 03110 (hereinafter referred to as the "Grantor", which word where the context requires includes the plural and shall, unless the context clearly indicates otherwise, include the Grantor's executors, administrators, legal representatives, devisees, heirs, successors and assigns),

for consideration paid, with WARRANTY covenants, grants in perpetuity to

the **Harris Center For Conservation Education**, a corporation duly organized and existing under the laws of the State of New Hampshire, with a principal place of business at 83 King's Highway, Town of Hancock, County of Hillsborough, State of New Hampshire 03449, having been determined by the Internal Revenue Service to be an income tax exempt, publicly supported corporation, contributions to which are deductible for federal income tax purposes pursuant to the United States Internal Revenue Code (hereinafter referred to as the "Grantee" which shall, unless the context clearly indicates otherwise, include the Grantee's successors and assigns).

the **Conservation Easement** (herein referred to as the "Easement") hereinafter described with respect to that certain parcel/area of land (herein referred to as the "Property") with any and all buildings, structures, and improvements thereon situated in the western part of the Town of **Antrim**, County of Hillsborough, State of New Hampshire, more particularly bounded and described in Appendix "A" attached hereto and made a part hereof.

The Easement is subject to a Lease between the Grantor and **Antrim Wind Energy, LLC** (the "Lessee"), dated as of January 1, 2011 (the "Lease Effective Date"), and evidenced by a Memorandum of Lease recorded in the Hillsborough County Registry of Deeds ("Registry") at Book 8277, Page 354 (the "Lease").

The Property is not homestead property.

WHEREAS the Property comprises a relatively natural habitat for diverse plant and animal species and contains approximately 130 acres of forestland; and

WHEREAS the Property comprises a significant portion of a larger, relatively natural habitat for

wide-ranging umbrella species such as moose, bear, bobcat, fisher, wild turkey and the like; and

WHEREAS the Property is contiguous to or nearly contiguous to other land now protected by easement or fee ownership under the auspice of the Grantee and other conservation organizations; and

WHEREAS the Property comprises scenic open space which may be viewed from Route 9 in Antrim, NH, a public road, and from other public roads and water bodies; and

WHEREAS the Property has been identified as open space worthy of protection in the Antrim Master Plan of 2010 and the Antrim Open Space Committee Open Space Plan adopted by the Town of Antrim in 2006, both of which state that preservation of unfragmented forest areas in the Western portion of Antrim, including the Property, is one of the principal objectives of its residents; and

WHEREAS the Property has also been identified as being well-suited for the conversion of wind energy to electricity, a renewable form of energy, the furtherance of which is also identified in the aforesaid Master Plan as one of the principal objectives of Antrim residents, who also voted to adopt the NH Climate Change Resolution, which identified the risks climate change presents to the integrity and health of New Hampshire ecosystems in stating:

"Whereas, The protection of our forests, air and water quality, fisheries and other natural resources are important to the health and quality of life of our citizens; and

"Whereas, There is evidence that climate change is already impacting New Hampshire's environment and natural resources, from increased intensity of storms, higher sea level, less snow cover, and more winter rain; and

"Whereas, New Hampshire state government has taken steps to lead by example by reducing energy use of state operations and committing to an overall state goal of using 25 percent renewable energy by 2025

; and

WHEREAS the Property comprises scenic open space forestland, preservation of which is pursuant to the following clearly delineated state conservation policy, that is, NH RSA 79-A:1 which states that "It is hereby declared to be in the public interest to encourage the preservation of open space, thus providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, maintaining the character of the state's landscape, and conserving the land, water, forest, agricultural, and wildlife resources."; and

WHEREAS the Property comprises significant area, in conjunction with other adjacent properties, capable of the production of substantial amounts of pollution free wind generated electricity, the advancement of which is pursuant to the clearly delineated state policy on renewable energy, RSA 362-F:1, which states that "It is therefore in the public interest to stimulate investment in low emission renewable energy generation technologies in New England

and, in particular, New Hampshire, whether at new or existing facilities.”

all to the benefit of the public and

WHEREAS, the specific conservation values of the Property are documented in an inventory of relevant features of the Property, acknowledged by the signatures of Grantors and Grantee and to be filed at the offices of Grantee, said inventory consisting of a report, maps, photographs, and other documentation (hereinafter referred to as "Baseline Documentation"), which the parties agree provides an accurate representation of the Property at the time of this conveyance and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Easement.

1. PURPOSES

The Easement hereby granted is pursuant to NH RSA 477:45-47, exclusively for the following conservation purposes:

A. The preservation of the land subject to the Easement granted hereby for outdoor recreation by and/or the education of the general public, through the auspices of the Grantee; and

B. The preservation and conservation of open spaces, particularly the conservation of the 130 acres, more or less, of productive forest land of which the Property consists and of the wildlife habitat thereon, and for the scenic enjoyment of the general public.

The above purposes are consistent with the clearly delineated open space conservation goals and/or objectives as stated in the aforesaid Master Plan and Open Space Plan and with New Hampshire RSA Chapter 79-A.

All of these purposes are consistent and in accordance with the U.S. Internal Revenue Code, Section 170(h).

The Easement hereby granted with respect to the Property is as follows:

2. USE LIMITATIONS (Subject to the reserved rights specified in Section 3 below)

A. Subject to the reserved rights specified in Section 3, below, including, without limitation, the Development Activities, the Property shall be maintained in perpetuity as open space without there being conducted thereon any industrial or commercial activities, except agriculture, forestry and Windpower Facilities, as described below, and provided that the productive capacity of the Property to produce forest and/or agricultural crops shall not be degraded by on-site activities.

i. For the purposes hereof, “agriculture” and “forestry” shall include animal husbandry, floriculture, and horticulture activities; the production of plant and animal products for domestic or commercial purposes; the growing, stocking, cutting, and sale of Christmas trees or forest trees of any size capable of producing timber or other forest products; and the

processing and sale of products produced on the Property (such as pick-your-own fruits and vegetables and maple syrup), all as not detrimental to the purposes of this Easement.

ii. Agriculture and forestry on the Property shall be performed, to the extent reasonably practicable, in accordance with a coordinated management plan for the sites and soils of the Property. Forestry and agricultural management activities shall be in accordance with the then current scientifically based practices recommended by the University of New Hampshire Cooperative Extension, U.S. Natural Resources Conservation Service, or other government or private, nonprofit natural resource conservation and management agencies then active. Management activities shall not materially impair the scenic quality of the Property as viewed from public waterways, great ponds, public roads, or public trails.

B. Except as expressly hereinafter provided, the Property shall not be subdivided or otherwise divided in ownership and none of the individual tracts which together comprise the Property shall be conveyed separately from one another nor shall Grantor grant to any third party a right of way across the Property. For purposes of this Easement, the Lease, or any reconfiguration of the area subject to the Lease, shall not be considered to be a subdivision.

C. Except as expressly hereinafter provided, no structure or improvement, including, but not limited to, a dwelling, any portion of a septic system, tennis court, swimming pool, dock, aircraft landing strip, tower or mobile home, shall be constructed, placed, or introduced onto the Property. However, ancillary structures and improvements including, but not limited to, a road, dam, fence, bridge, culvert, barn, maple sugar house, or shed may be constructed, placed, or introduced onto the Property only as necessary in the accomplishment of the agricultural, forestry, conservation, habitat management, or noncommercial outdoor recreational uses of the Property, and provided that they are not detrimental to the purposes of this Easement.

D. No removal, filling, or other disturbances of soil surface, nor any changes in topography, surface or subsurface water systems, wetlands, or natural habitat shall be allowed unless such activities:

i. are commonly necessary in the accomplishment of the agricultural, forestry, conservation, habitat management, or noncommercial outdoor recreational uses of the Property; and

ii. do not harm state or federally recognized rare, threatened, or endangered species, such determination of harm to be based upon information from the New Hampshire Natural Heritage Inventory or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species; and

iii. are not detrimental to the purposes of this Easement.

Prior to commencement of any such activities, all necessary federal, state, local, and other governmental permits and approvals shall be secured.

E. No outdoor advertising structures such as signs and billboards shall be displayed on the

Property except as desirable or necessary for public safety or in the accomplishment of the agricultural, forestry, conservation, or noncommercial outdoor recreational uses of the Property, and provided such signs are not detrimental to the purposes of this Easement. No sign shall exceed twelve square feet in size and no sign shall be artificially illuminated unless required for public safety.

F. There shall be no mining, quarrying, excavation, or removal of rocks, minerals, gravel, sand, topsoil, or other similar materials on the Property, except in connection with any improvements made pursuant to the provisions of sections 2.A., C., D., or E., above. No such rocks, minerals, gravel, sand, topsoil, or other similar materials shall be removed from the Property.

G. There shall be no dumping, injection, burning, or burial of man-made materials or materials then known to be environmentally hazardous.

3. RESERVED RIGHTS

All uses of the Property not expressly prohibited herein and not inconsistent with the Purposes of this Easement are expressly reserved to the Grantor, his heirs, successors and assigns, including without limitation, the following:

A. To use portions of the Property and to permit the Lessee, its successors and assigns, to use portions of the Property, for wind energy purposes and related uses, activities and development pursuant to the Lease.

i. For purposes of this Easement, "wind energy purposes" means converting wind energy to electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto ("Development Activities"), including, without limitation, (a) determining the feasibility of wind energy generation on the Property, including studies of wind speed, wind direction and other meteorological data, conducting engineering, geotechnical, environmental and other surveys and studies and extracting soil samples; and, (b) accessing via rights of way on the Property, constructing, installing, using, replacing, relocating and removing from time to time, and maintaining, repairing and operating, up to three (3) wind turbines (including supporting towers and foundations) (collectively, "Wind Turbines"), electrical distribution, collection, transmission and communications lines, substations, electric transformers, telecommunications equipment, power generation facilities to be operated in conjunction with commercial wind turbine installations, roads, meteorological towers and wind measurement equipment, control buildings, maintenance yards, and related facilities and equipment (all of the above, including the Wind Turbines, collectively, "Windpower Facilities") on the Property.

ii. In connection with the development, construction and operation of the Windpower Facilities, the Lessee, its successors and assigns, shall be permitted to:

(a) excavate, remove and export material to adjoining parcels; grade, level, and fill the land; remove trees and shrubs; install and maintain foundations, roadways and walkways; and install, access and maintain utilities, provided all are done in connection

with the Windpower Facilities;

(b) replace, repair, add or otherwise modify its equipment or any portion thereof during the term of the Lease. Lessee shall have the right of subjacent and lateral support to whatever is necessary for the operation and maintenance of the Windpower Facilities on the Property, including, without limitation, guy wires and supports;

(c) permit the rotors of Wind Turbines located on adjacent properties to overhang the Property; and

(d) install a chain link or other security fence around the Windpower Facilities or any portion thereof at its sole and absolute discretion if required to do so by any regulatory or permitting agency or if required for insurance purposes or if dictated by industry best practices.

iii. The Lease contemplates that prior to the effective date of this Easement, Lessee shall designate a portion of the Property for use for the Windpower Facilities. ("the Reduced Lease Area") The rights reserved in this Section 3A shall be exercised exclusively within the Reduced Lease Area; provided, however, that Lessee shall retain all rights, and shall be permitted to exercise such rights, over Grantor's property, including the Property, other than the Reduced Lease Area, as provided in the Lease. Lessee shall promptly and, in no event later than the effective date of this Easement, (i) create a survey plan prepared by a licensed surveyor, locating and depicting the said Reduced Lease Area and (ii) notify Grantee of the location of the said area.

iv. Notwithstanding any provision to the contrary contained herein, the reserved rights outlined in this Section 3A shall terminate 50 years from the Lease Effective Date; accordingly, the rights reserved in this Section 3A shall expire no later than 50 years plus 180 days from January 1, 2011 (to allow for the removal obligations as required in the Lease). In the event that the current Lease is terminated prior to the end of the 50-year period, Grantor shall continue to have the reserved right for Windpower Facilities for the remainder of the full 50-year term from January 1, 2011, provided that such use occurs only within the Reduced Lease Area.

v. At or before termination of the rights reserved in this Section 3A, Grantee shall ensure that the Lessee has decommissioned and removed the Windpower Facilities as provided in the Lease and in any regulatory permit. In addition, the Grantee shall have the right, but not the obligation, to remove and reseed the Wind Facilities access road.

B. The right to construct, maintain, utilize, repair and replace a hunting cabin not to exceed 2,000 square feet in total footprint. Not less than sixty (60) days prior to the exercise of the aforesaid right, the Grantor must submit to the Grantee a survey plan prepared by a licensed surveyor, recordable at the Hillsborough County Registry of Deeds, locating and depicting the improvements proposed.

C. Grantor shall permit public pedestrian access to, on, and across the Property (except the Reduced Lease Area and except within 300 feet of any dwelling) for nature observation, hiking, cross country skiing and similar transitory low-impact, recreational purposes, but not for camping. Grantee shall have the right, from time to time, to post the Property to the extent necessary to preserve conservation values.

D. To the extent that there is an inconsistency between the Use Limitations outlined in Section 2, above, and the provisions of this Section 3 regarding Reserved Rights, the provisions of this Section 3 shall control.

4. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE

A. The Grantor agrees to notify the Grantee in writing 10 days before the transfer of title to the Property or any division of ownership thereof permitted hereby.

B. The Grantee shall be under no obligation to maintain the Property or pay any taxes or assessments thereon.

5. BENEFITS, BURDENS, AND ACCESS

A. The burden of the Easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of this Easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferable only to the State of New Hampshire, the U.S. Government, or any subdivision of either of them, consistent with Section 170(c)(1) of the U.S. Internal Revenue Code of 1986, as amended, or to any qualified organization within the meaning of Section 170(h)(3) of said Code, which organization has among its purposes the conservation and preservation of land and water areas and agrees to and is capable of enforcing the conservation purposes of this Easement. Any such assignee or transferee shall have like power of assignment or transfer.

B. The Grantee shall have reasonable access to the Property and all of its parts for such inspection as is necessary to determine compliance with and to enforce this Easement and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Easement, provided, however that the Grantee shall give not less than fourteen (14) days written notice to the Lessee of Grantee's intention to inspect and shall comply with all reasonable regulations imposed by Lessee with respect to safety or other operational considerations within the Reduced Lease Area during the Lease Term.

C. The Grantee shall have the right to place signs on the Property boundaries and on internal boundaries designating the Reduced Lease Area for the purpose of identifying it as conservation easement land protected by the Grantee.

6. BREACH OF EASEMENT

A. When a breach of this Easement, or conduct by anyone inconsistent with this Easement, comes to the attention of the Grantee, it shall notify the Grantor in writing of such breach or conduct, delivered in hand or by certified mail, return receipt requested.

B. The Grantor shall, within thirty (30) days after receipt of such notice or after otherwise learning of such breach or conduct, undertake those actions, including restoration, which are reasonably calculated to cure swiftly said breach, or to terminate said conduct, and to repair any

damage. The Grantor shall promptly notify the Grantee of its actions taken under this section.

C. If the Grantor fails to take such proper action under the preceding paragraph, the Grantee shall, as appropriate to the purposes of this deed, undertake any actions that are reasonably necessary to cure such breach or to repair any damage in the Grantor's name or to terminate such conduct. The cost thereof, including the Grantee's expenses, court costs, and legal fees, shall be paid by the Grantor, provided that the Grantor is directly and primarily responsible for the breach.

D. Nothing contained in this Easement shall be construed to entitle the Grantee to bring any action against the Grantor for any injury to or change in the Property resulting from causes beyond the Grantor's control, including, but not limited to, unauthorized actions by third parties, natural disasters such as fire, flood, storm, and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

E. The Grantee and the Grantor reserve the right, separately or collectively, to pursue all legal remedies against any third party responsible for any actions detrimental to the conservation purposes of this Easement.

7. NOTICES

All notices, requests and other communications, required or permitted to be given under this Easement shall be in writing, except as otherwise provided herein, and shall be delivered in hand or sent by certified mail, postage prepaid, return receipt requested to the appropriate address set forth above or at such other address as the Grantor or the Grantee may hereafter designate by notice given in accordance herewith. Notice shall be deemed to have been given when so delivered or so mailed.

8. SEVERABILITY

If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid by a court of competent jurisdiction, by confirmation of an arbitration award or otherwise, the remainder of the provisions of this Easement or the application of such provision to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

9. CONDEMNATION/EXTINGUISHMENT

A. Whenever all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate in whole or in part the Easement conveyed hereby, the Grantor and the Grantee shall thereupon act jointly to recover the full damages resulting from such taking with all incidental or direct damages and expenses incurred by them thereby to be paid out of the damages recovered.

B. The balance of the land damages recovered (including, for purposes of this subsection,

proceeds from any lawful sale of the Property unencumbered by the restrictions hereunder in lieu of condemnation) shall be divided between the Grantor and the Grantee in proportion to the fair market value of their respective interests in the Property on the date of execution of this Easement. For this purpose and that of any other judicial extinguishment of this Easement, in whole or in part, the Grantee's interest shall be the amount by which the fair market value of the Property immediately prior to the execution of this Easement is reduced by the use limitations imposed hereby. The value of the Grantee's interest shall be determined by an appraisal prepared for federal income tax purposes by a qualified appraiser within one year of the date of this Easement, and submitted to the Grantee.

C. The Grantee shall use its share of the proceeds in a manner consistent with and in furtherance of one or more of the conservation purposes set forth herein.

10. ADDITIONAL EASEMENT; AMENDMENT; NO MERGER

A. Should the Grantor determine that the expressed purposes of this Easement could better be effectuated by the conveyance of an additional easement, the Grantor may execute an additional instrument to that effect, provided that the conservation purposes of this Easement are not diminished thereby and that a public agency or qualified organization described in Section 5.A., above, accepts and records the additional easement.

B. If, owing to unforeseen or changed circumstances, Grantor and Grantee agree that an amendment to, or modification of, this Easement would be appropriate and desirable, Grantor and Grantee may jointly amend this Easement pursuant to the provisions and limitations of this section; the then-current amendment policies of the Grantee; and applicable state and federal law. Any amendment shall be consistent with the Purposes of this Easement, and shall not impair the conservation attributes of the Property protected by this Easement. No amendment shall affect the qualification of this Easement or the status of the Grantee under any applicable laws, including Sections 170(h) and 501(c)(3) of the Internal Revenue Code of 1986, as amended, and NH RSA 477:45-47 as may be amended from time to time, nor shall any amendment affect the perpetual duration of this Easement. Any amendment shall be executed by the Grantor and the Grantee and shall be recorded in the Registry. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

C. The Grantor and Grantee explicitly agree that it is their express intent, forming a part of the consideration hereunder, that the conservation restrictions of this Easement are to last in perpetuity, and that, to that end, no conveyance of the underlying fee interest in the Property to the Grantee shall be deemed to eliminate this Easement, or any portion thereof, under the doctrine of "merger" or any other legal doctrine.

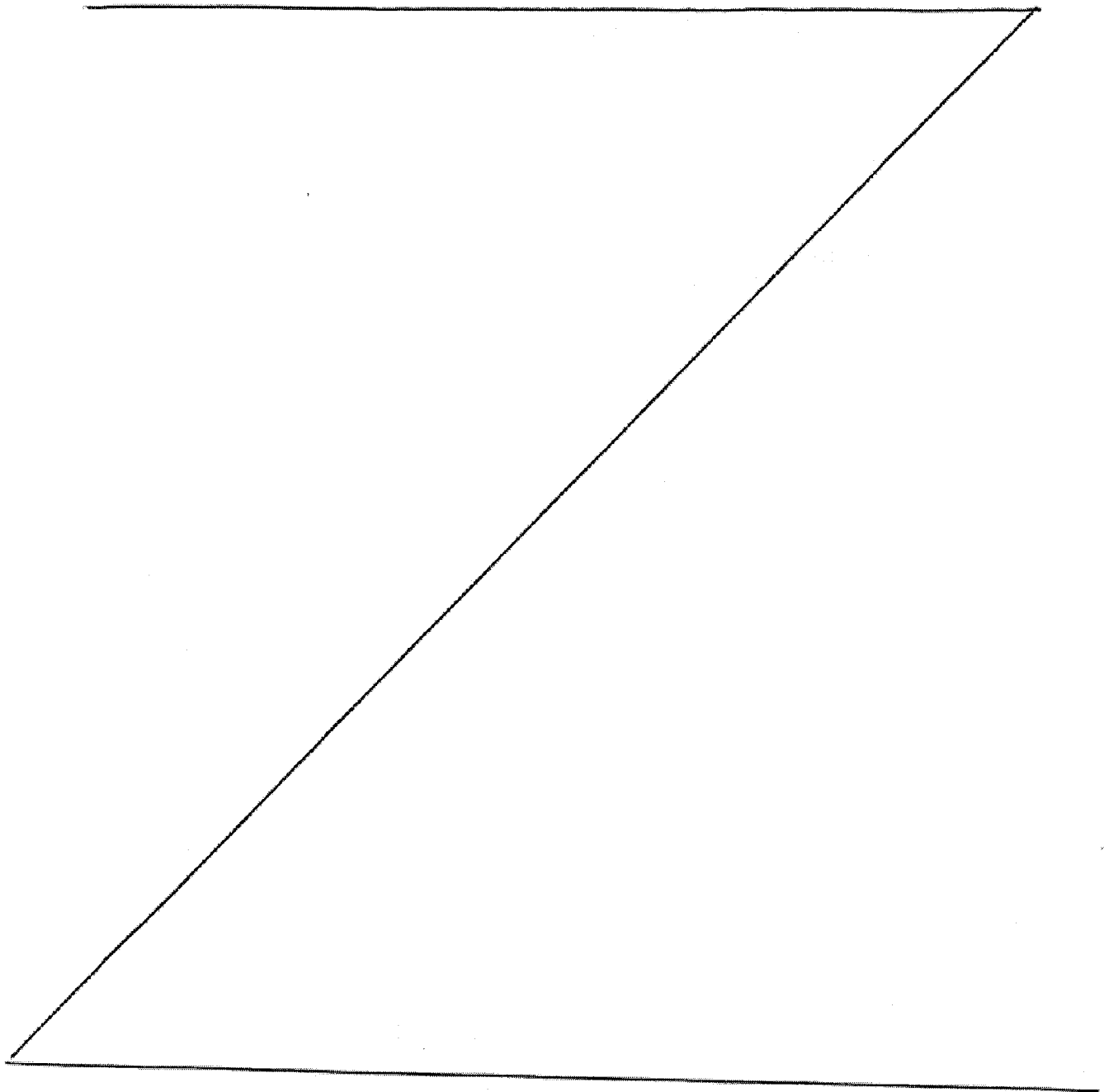
11. ARBITRATION OF DISPUTES

A. Any dispute arising under this Easement shall be submitted to arbitration in accordance with New Hampshire RSA 542.

B. The Grantor and the Grantee shall each choose an arbitrator within 30 days of written

notice from either party. The arbitrators so chosen shall in turn choose a third arbitrator within 30 days of the selection of the second arbitrator.

C. The arbitrators so chosen shall forthwith set as early a hearing date as is practicable which they may postpone only for good cause shown. A decision by two of the three arbitrators, made as soon as practicable after submission of the dispute, shall be binding upon the parties and shall be enforceable as part of this Basement.



The Grantee, by accepting and recording this Easement, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein granted to and incumbent upon the Grantee, all in the furtherance of the conservation purposes for which this Easement is delivered.

Steven R. Cotran

State of New Hampshire
County of _____

Personally appeared Steven R. Cotran, to me known, this ____ day of _____
20__, and acknowledged the within Easement Deed as his voluntary act and deed for the
purposes therein contained.

Justice of the Peace/Notary Public
My commission expires on _____

Accepted:

Grantee: Harris Center for Conservation Education

By: _____
Meade Cadot, Director - Land Protection

STATE OF NEW HAMPSHIRE
COUNTY OF _____

On this _____ day of _____ 2011, before me, the undersigned officer,
personally appeared Meade Cadot, who acknowledged himself to be the Director - Land
Protection of the Harris Center for Conservation Education, and acting in said capacity, and
being authorized to do so, executed the foregoing instrument on behalf of the Harris Center for
Conservation Education as its voluntary act and deed for the purposes therein contained.

Justice of the Peace/Notary Public
My commission expires on _____

Appendix A

A certain tract or parcel of land, with the buildings thereon, situated in the Town of Antrim, County of Hillsborough and State of New Hampshire, on Pigeon Mountain, being more particularly bounded and described as follows:

Containing one hundred thirty (130) acres, be the same more or less, and is Lot #21 in the Great right number five, drawn to the original right of Pierce and Moore, bounded on the north by land now or formerly of Artemus Brown, on the east by land now or formerly of George Brown, on the south by land now or formerly of Condry and others, and on the west by Hubbard Lot, so-called.

Being shown on the Town of Antrim tax maps as Map 236, Lot 001-000.

APPENDIX B
Consent of Lessee

Antrim Wind Energy LLC, its successors and assigns ("Lessee") does hereby consent to be bound by such terms and conditions contained in this easement as are intended to apply to it.

Notices to be sent to Lessee shall be delivered to the address set forth below, or at any other address provided by the Lessee to the Grantor and Grantee in the manner set forth for Notices under this Easement.

To Lessee: Antrim Wind Energy LLC
 155 Fleet Street
 Portsmouth, NH 03801
 Facsimile: (603) 386-6743

Copy to: James Callahan, Esq.
 Atkins Callahan PLLC
 20 Depot Street, Suite 220
 Peterborough, NH

Signed and Agreed

John Kenworthy
Executive Officer

Date: _____

STATE OF NEW HAMPSHIRE
COUNTY OF _____

On this _____ day of _____ 2011, before me, the undersigned officer, personally appeared John Kenworthy, who acknowledged himself to be an Executive Officer of Antrim Wind Energy LLC, and acting in said capacity, and being authorized to do so, executed the foregoing instrument on behalf of Antrim Wind Energy LLC as its voluntary act and deed for the purposes therein contained.

Justice of the Peace/Notary Public
My commission expires on _____

December 19, 2011

Harris Center for Conservation Education
Attn: Stephen Froling
83 King's Highway
Hancock, New Hampshire 03449

Lyle J. Micheli and Anne J. Micheli
319 Longwood Avenue
Boston, Massachusetts 02155

Re: Conservation Easement

Mr. Froling, Dr. & Mrs. Micheli:

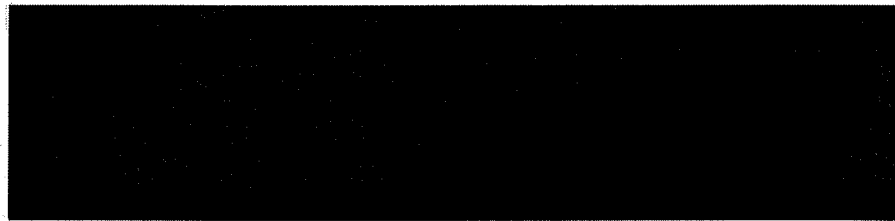
This letter outlines the terms and conditions upon which Antrim Wind Energy, LLC ("AWE") will facilitate the conveyance of a conservation easement from Dr. Lyle J. Micheli and Ms. Anne J. Micheli (the "Owner") to the Harris Center for Conservation Education ("HCCE") on property upon which it holds a sound/flicker/setback easement option from the Owner in Antrim, New Hampshire (the "Premises") in connection with its wind energy project (the "Project"). AWE, HCCE and the Owner may be referred to individually as a "Party" or collectively referred to as the "Parties".

This letter is intended to set out the terms of a proposed conservation easement (the "Easement"). The Parties recognize that the terms outlined herein are specifically intended to be binding upon HCCE, AWE, and the Owner, subject to the conditions outlined below. The Owner and HCCE agree to prepare, execute and deliver a definitive Easement that will reflect the terms set forth in this Agreement and be in a form substantially similar to the Easement attached hereto as **Exhibit A**. The Parties further agree that although this Agreement and the Easement are not intended to serve as mitigation for any potential impacts created by the Project, the Easement may be counted by AWE as a component of any habitat conservation or mitigation plan required by any local, state, or federal permitting agency. The Parties further recognize that, if the Project proceeds, the Agreement and Easement will make a valuable contribution to the conservation interests of stakeholders in this region.

In consideration of the mutual promises and covenants contained herein, the Parties hereto agree as follows:

Easement: The Owner will grant the Easement to HCCE or its qualified designee, and HCCE will accept, the Easement, in a form substantially similar to the Easement attached hereto as **Exhibit A** and adapted, if necessary, to accommodate the final parameters of the Project as permitted, but in any event granted pursuant to New Hampshire RSA 477:45-47.

Consideration:



Agreement Effective: This Agreement is one of a series of Agreements with owners of land in the Project Area and shall take effect upon (i) execution of this Agreement and (ii) execution of similar agreements with each of the other owners. If such agreements are not fully executed by June 30, 2012, this Agreement shall be null, void and of no effect.

Easement Effective: The Easement shall not take effect unless and until the Project achieves Commercial Operations, but will become effective not more than one hundred eighty (180) days following the Commercial Operations Date of AWE's Wind Power Facilities on adjacent land. For the Purposes of this Agreement, the "Commercial Operations Date" shall be the date on which all permitted wind turbines have been fully commissioned and accepted by AWE, in accordance with industry practices, and ISO New England Inc. (or other applicable system operator or regional transmission organization) certifies that commercial operations of the Project have commenced and the Project is capable of delivering electricity on a commercial basis (i.e., in quantities and for periods greater than required for testing) to a third party power purchaser (otherwise referred to as "Commercial Operations").

Appraisal: Not more than 60 days following the Commercial Operations Date, AWE shall, in consultation with HCCE and the Owner, obtain a duly qualified individual or firm to appraise the value of the Easement to determine the fair market value of the Easement and prepare a report that satisfies standards necessary to justify the Purchase Price.

Survey; marking AWE shall share with the other Parties the results of surveys of the Premises and of the areas in which it intends to conduct Commercial Operations. If so requested by HCCE, it shall cause internal boundaries to be monumented and blazed prior to the Easement Effective Date.

Tax Benefits: The Parties will cooperate to the extent appropriate to allow the Owner to obtain a tax benefit in respect of a charitable deduction as a result of the Easement grant. Notwithstanding the foregoing,

nothing contained herein, nor any future course of dealings among the Parties, should be construed as AWE or HCCE providing tax advice to the Owner or as a representation that any such benefit is lawfully available.

Expiration: This Agreement shall expire upon the earlier of (a) the execution of the Easement or (b) December 31, 2015, provided that this date may be extended for up to three (3) one (1) year increments by AWE upon prior notice to HCCE and the Owner and further provided that AWE is working diligently to complete the Project.

Closing: AWE shall specify, upon not less than ten days' notice delivered to the other parties, a time and date not later than the Effective Date for Closing. The Closing shall take place at the office of Atkins Callahan PLLC, 20 Depot Street, Suite 220, Peterborough, NH, or such other place as the Parties may agree.

Protection of Rights: Between the date of this Agreement and the Effective Date, neither AWE nor the Owner shall, without HCCE's consent,

- a) enter into any agreement or permit any lien or encumbrance on the Premises which would interfere with the rights granted to HCCE in this Agreement or to be granted in the Easement provided that nothing contained herein shall be construed in such a way to prevent or hinder AWE from obtaining financing for the Project and in connection therewith collateralizing its leasehold and contract rights as well as its improvements;
- b) grant to any third party a right of way across the Premises for any purpose except construction and operation of the Project; or
- c) take any other action which would violate the terms of the Easement if it were in force.

Filing: Upon prior approval of AWE, which shall not be unreasonably withheld, conditioned or delayed, between the date of this Agreement and the Effective Date, HCCE shall have the right to file a notice with the Hillsborough County Registry of Deeds reflecting its right to acquire the Easement in certain circumstances. The Parties agree to give reasonable cooperation in the filing of such notice and to execute, without additional consideration, a form of notice prepared by HCCE at its sole cost and expense.

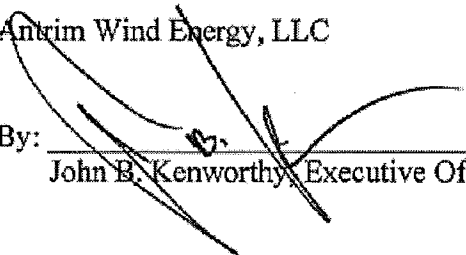
Notices: Any notice required or permitted by this Agreement shall be in writing and shall be sent by one Party to the others by certified mail, return receipt requested, at their respective addresses given above or such other address as may be designated by notice so delivered.

- Subordination:** In the event that the Premises is encumbered by a mortgage, the Owner shall, prior to the Easement Effective Date, obtain and furnish to HCCE, either (a) a discharge or (b) an agreement subordinating the mortgage to the Easement for each such mortgage in recordable form reasonably satisfactory to HCCE
- Arbitration:** Any dispute arising under this Agreement shall be submitted to arbitration in accordance with NH RSA 542 and Article 11 of the Easement and any award made in such arbitration may be entered and enforced in and by any court of competent jurisdiction.
- Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire.
- Binding Effect:** This Agreement shall be legally binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- Severability:** If any term of this Agreement shall to any extent be invalid or unenforceable, the remainder of the Agreement shall not be affected thereby.
- Defined Terms:** Capitalized terms not defined herein shall have the meaning ascribed to them in the Easement.

If the foregoing is acceptable to HCCE and the Owner, kindly execute a copy of this Agreement in the place set forth below and return it me by facsimile and expedited delivery, no later than the close of business on December 30, 2011, time being of the essence.

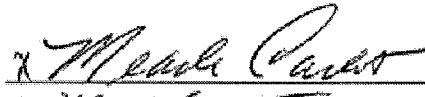
Very truly yours,

Antrim Wind Energy, LLC

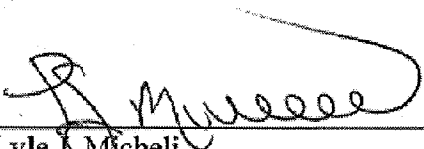
By: 
John B. Kenworthy, Executive Officer

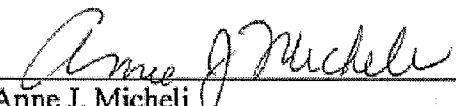
ACCEPTED AND AGREED TO:

Harris Center for Conservation Education

By: 
Name: MEADE COAD
Title: LAND PROC. DIRECTOR

Owner


Lyle J. Micheli


Anne J. Micheli

CONSERVATION EASEMENT DEED

Lyle J. Micheli and Anne J. Micheli, husband and wife, whose mailing address is 319 Longwood Avenue, County of Suffolk, Massachusetts 02115 (hereinafter referred to as the "Grantor", which word where the context requires includes the plural and shall, unless the context clearly indicates otherwise, includes the Grantor's executors, administrators, legal representatives, devisees, heirs, successors and assigns),

for consideration paid, with WARRANTY covenants, grants in perpetuity to

the **Harris Center For Conservation Education**, a corporation duly organized and existing under the laws of the State of New Hampshire, with a principal place of business at 83 King's Highway, Town of Hancock, County of Hillsborough, State of New Hampshire 03449, having been determined by the Internal Revenue Service to be an income tax exempt, publicly supported corporation, contributions to which are deductible for federal income tax purposes pursuant to the United States Internal Revenue Code (hereinafter referred to as the "Grantee" which shall, unless the context clearly indicates otherwise, include the Grantee's successors and assigns).

the **Conservation Easement** (herein referred to as the "Easement") hereinafter described with respect to that certain parcel/area of land (herein referred to as the "Property") with any and all buildings, structures, and improvements thereon situated in the western part of the Town of **Antrim**, County of Hillsborough, State of New Hampshire, more particularly bounded and described in Appendix "A" attached hereto and made a part hereof.

The Easement is subject to an easement waiving noise, setbacks and certain other rights, between the Grantor and **Antrim Wind Energy, LLC**, dated as of _____, 201_, and recorded in the Hillsborough County Registry of Deeds ("Registry") at Book ____, Page ____ (the "Waiver").

The Property is not homestead property.

WHEREAS the Property comprises a relatively natural habitat for diverse plant and animal species and contains approximately 295 acres of forestland; and

WHEREAS the Property comprises a significant portion of a larger, relatively natural habitat for wide-ranging umbrella species such as moose, bear, bobcat, fisher, wild turkey and the like; and

WHEREAS the Property is contiguous to or nearly contiguous to other land now protected by easement or fee ownership under the auspice of the Grantee and other conservation organizations; and

WHEREAS the Property comprises scenic open space which may be viewed from Route 9 in Antrim, NH, a public road, and from other public roads and water bodies; and

WHEREAS the Property has been identified as open space worthy of protection in the Antrim Master Plan of 2010 and the Antrim Open Space Committee Open Space Plan adopted by the Town of Antrim in 2006, both of which state that preservation of unfragmented forest areas in the Western portion of Antrim, including the Property, is one of the principal objectives of its residents; and

WHEREAS the Property has also been identified as being well-suited for the conversion of wind energy to electricity, a renewable form of energy, the furtherance of which is also identified in the aforesaid Master Plan as one of the principal objectives of Antrim residents, who also voted to adopt the NH Climate Change Resolution, which identified the risks climate change presents to the integrity and health of New Hampshire ecosystems in stating:

"Whereas, The protection of our forests, air and water quality, fisheries and other natural resources are important to the health and quality of life of our citizens; and

"Whereas, There is evidence that climate change is already impacting New Hampshire's environment and natural resources, from increased intensity of storms, higher sea level, less snow cover, and more winter rain; and

"Whereas, New Hampshire state government has taken steps to lead by example by reducing energy use of state operations and committing to an overall state goal of using 25 percent renewable energy by 2025; and

WHEREAS the Property comprises scenic open space forestland, preservation of which is pursuant to the following clearly delineated state conservation policy, that is, NH RSA 79-A:1 which states that "It is hereby declared to be in the public interest to encourage the preservation of open space, thus providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, maintaining the character of the state's landscape, and conserving the land, water, forest, agricultural, and wildlife resources."; and

WHEREAS, the specific conservation values of the Property are documented in an inventory of relevant features of the Property, acknowledged by the signatures of Grantors and Grantee and to be filed at the offices of Grantee, said inventory consisting of a report, maps, photographs, and other documentation (hereinafter referred to as "Baseline Documentation"), which the parties agree provides an accurate representation of the Property at the time of this conveyance and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Easement.

1. PURPOSES

The Easement hereby granted is pursuant to NH RSA 477:45-47, exclusively for the following conservation purposes:

- A. The preservation of the land subject to the Easement granted hereby for outdoor recreation by and/or the education of the general public, through the auspices of the Grantee; and
- B. The preservation and conservation of open spaces, particularly the conservation of the 295 acres, more or less, of productive forest land of which the Property consists and of the wildlife habitat thereon, and for the scenic enjoyment of the general public.

The above purposes are consistent with the clearly delineated open space conservation goals and/or objectives as stated in the aforesaid Master Plan and Open Space Plan and with New Hampshire RSA Chapter 79-A

All of these purposes are consistent and in accordance with the U.S. Internal Revenue Code, Section 170(h).

The Easement hereby granted with respect to the Property is as follows:

2. USE LIMITATIONS (Subject to the reserved rights specified in Section 3 below)

A. Subject to the reserved rights specified in Section 3, below, and the Optionor's rights under the Option, the Property shall be maintained in perpetuity as open space without there being conducted thereon any industrial or commercial activities, except agriculture, and forestry, as described below, and provided that the productive capacity of the Property to produce forest and/or agricultural crops shall not be degraded by on-site activities.

i. For the purposes hereof, "agriculture" and "forestry" shall include animal husbandry, floriculture, and horticulture activities; the production of plant and animal products for domestic or commercial purposes; the growing, stocking, cutting, and sale of Christmas trees or forest trees of any size capable of producing timber or other forest products; and the processing and sale of products produced on the Property (such as pick-your-own fruits and vegetables and maple syrup), all as not detrimental to the purposes of this Easement.

ii. Agriculture and forestry on the Property shall be performed, to the extent reasonably practicable, in accordance with a coordinated management plan for the sites and soils of the Property. Forestry and agricultural management activities shall be in accordance with the then current scientifically based practices recommended by the University of New Hampshire Cooperative Extension, U.S. Natural Resources Conservation Service, or other government or private, nonprofit natural resource conservation and management agencies then active. Management activities shall not materially impair the scenic quality of the Property as viewed from public waterways, great ponds, public roads, or public trails.

B. Except as expressly hereinafter provided, the Property shall not be subdivided or

otherwise divided in ownership and none of the individual tracts which together comprise the Property shall be conveyed separately from one another nor shall Grantor grant to any third party a right of way across the Property. For purposes of this Easement, the easement rights granted pursuant to the Option shall not be considered to be a subdivision.

C. Except as expressly hereinafter provided, no structure or improvement, including, but not limited to, a dwelling, any portion of a septic system, tennis court, swimming pool, dock, aircraft landing strip, tower or mobile home, shall be constructed, placed, or introduced onto the Property. However, ancillary structures and improvements including, but not limited to, a road, dam, fence, bridge, culvert, barn, maple sugar house, or shed may be constructed, placed, or introduced onto the Property only as necessary in the accomplishment of the agricultural, forestry, conservation, habitat management, or noncommercial outdoor recreational uses of the Property, and provided that they are not detrimental to the purposes of this Easement.

D. No removal, filling, or other disturbances of soil surface, nor any changes in topography, surface or subsurface water systems, wetlands, or natural habitat shall be allowed unless such activities:

i. are commonly necessary in the accomplishment of the agricultural, forestry, conservation, habitat management, or noncommercial outdoor recreational uses of the Property; and

ii. do not harm state or federally recognized rare, threatened, or endangered species, such determination of harm to be based upon information from the New Hampshire Natural Heritage Inventory or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species; and

iii. are not detrimental to the purposes of this Easement.

Prior to commencement of any such activities, all necessary federal, state, local, and other governmental permits and approvals shall be secured.

E. No outdoor advertising structures such as signs and billboards shall be displayed on the Property except as desirable or necessary for public safety or in the accomplishment of the agricultural, forestry, conservation, or noncommercial outdoor recreational uses of the Property, and provided such signs are not detrimental to the purposes of this Easement. No sign shall exceed twelve square feet in size and no sign shall be artificially illuminated unless required for public safety.

F. There shall be no mining, quarrying, excavation, or removal of rocks, minerals, gravel, sand, topsoil, or other similar materials on the Property, except in connection with any improvements made pursuant to the provisions of sections 2.A., C., D., or E., above. No such rocks, minerals, gravel, sand, topsoil, or other similar materials shall be removed from the Property.

G. There shall be no dumping, injection, burning, or burial of man-made materials or

materials then known to be environmentally hazardous.

3. RESERVED RIGHTS

All uses of the Property not expressly prohibited herein and not inconsistent with the Purposes of this Easement are expressly reserved to the Grantor, their heirs, successors and assigns, including without limitation, the following:

A. To allow and abide by all conditions contained in the Waiver (easement) granted to Antrim Wind Energy LLC and to benefit from any consideration provided by such easement.

B. The right to construct, maintain, utilize, repair and replace one single-family house not to exceed 4,500 square feet in total footprint (together with (i) all outbuildings, barns, sheds, domestic garages and other structures, all such structures to be within 300 feet of the aforesaid house, and (ii) driveways, utilities, septic systems and the like normally appurtenant to residential use of such a house). This Easement shall not be construed to prohibit access to the aforesaid house site by means of any access roads or rights of way, but shall prohibit use of said road or right of way as access for any other development on the Property. Grantor shall also be permitted to use said road or rights of way for agricultural and forestry purposes as provided in Section 2A. Not less than sixty (60) days prior to the exercise of the aforesaid right, the Grantor must submit to the Grantee a survey plan prepared by a licensed surveyor, recordable at the Hillsborough County Registry of Deeds, locating and depicting the improvements proposed.

C. Grantor shall permit public pedestrian access to, on, and across the Property (except within 300 feet of any dwelling) for nature observation, hiking, cross country skiing and similar transitory low-impact, recreational purposes, but not for camping. Grantee shall have the right, from time to time, to post the Property to the extent necessary to preserve conservation values.

D. To the extent that there is an inconsistency between the Use Limitations outlined in Section 2, above, and the provisions of this Section 3 regarding Reserved Rights, the provisions of this Section 3 shall control.

4. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE

A. The Grantor agrees to notify the Grantee in writing 10 days before the transfer of title to the Property or any division of ownership thereof permitted hereby.

B. The Grantee shall be under no obligation to maintain the Property or pay any taxes or assessments thereon.

5. BENEFITS, BURDENS, AND ACCESS

A. The burden of the Easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of this Easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferable only to the State of New Hampshire, the U.S. Government, or any subdivision of

either of them, consistent with Section 170(c)(1) of the U.S. Internal Revenue Code of 1986, as amended, or to any qualified organization within the meaning of Section 170(h)(3) of said Code, which organization has among its purposes the conservation and preservation of land and water areas and agrees to and is capable of enforcing the conservation purposes of this Easement. Any such assignee or transferee shall have like power of assignment or transfer.

B. The Grantee shall have reasonable access to the Property and all of its parts for such inspection as is necessary to determine compliance with and to enforce this Easement and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Easement, provided, however that the Grantee shall give not less than fourteen (14) days written notice to the Lessee of Grantee's intention to inspect and shall comply with all reasonable regulations imposed by Lessee with respect to safety or other operational considerations within the Reduced Lease Area during the Lease Term.

C. The Grantee shall have the right to place signs on the Property boundaries and on internal boundaries designating the Reduced Lease Area for the purpose of identifying it as conservation easement land protected by the Grantee.

6. BREACH OF EASEMENT

A. If a breach of this Easement, or conduct by anyone inconsistent with this Easement, comes to the attention of the Grantee, it shall notify the Grantor in writing of such breach or conduct, delivered in hand or by certified mail, return receipt requested.

B. If a breach of this Easement, or conduct by anyone inconsistent with this Easement, comes to the attention of the Grantor, it shall notify the Grantee in writing of such breach or conduct, delivered in hand or by certified mail, return receipt requested.

C. The Grantor and Grantee shall, within thirty (30) days after receipt of such notice or after otherwise learning of such breach or conduct, cooperate to undertake those actions, including restoration, which are reasonably calculated to cure swiftly said breach, or to terminate said conduct, and to repair any damage.

D. If the either party fails to cooperate in taking such proper action under the preceding paragraph, the other party shall, as appropriate to the purposes of this deed, undertake any actions that are reasonably necessary to cure such breach or to repair any damage in the other party's name or to terminate such conduct. The cost thereof, including the Grantee's expenses, court costs, and legal fees, shall be paid by the Grantor, provided that the Grantor is directly or primarily responsible for the breach, provided, however, that the cost thereof, including the Grantor's expenses, court costs, and legal fees, shall be paid by the Grantee, provided that the Grantee is directly or primarily responsible for the breach

E. Nothing contained in this Easement shall be construed to entitle the Grantee to bring any action against the Grantor for any injury to or change in the Property resulting from causes beyond the Grantor's control, including, but not limited to, unauthorized actions by third parties, natural disasters such as fire, flood, storm, and earth movement, or from any prudent action taken

by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

F. The Grantee and the Grantor reserve the right, separately or collectively, to pursue all legal remedies against any third party responsible for any actions detrimental to the conservation purposes of this Easement.

7. NOTICES

All notices, requests and other communications, required or permitted to be given under this Easement shall be in writing, except as otherwise provided herein, and shall be delivered in hand or sent by certified mail, postage prepaid, return receipt requested to the appropriate address set forth above or at such other address as the Grantor or the Grantee may hereafter designate by notice given in accordance herewith. Notice shall be deemed to have been given when so delivered or so mailed.

8. SEVERABILITY

If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid by a court of competent jurisdiction, by confirmation of an arbitration award or otherwise, the remainder of the provisions of this Easement or the application of such provision to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

9. CONDEMNATION/EXTINGUISHMENT

A. Whenever all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate in whole or in part the Easement conveyed hereby, the Grantor and the Grantee shall thereupon act jointly to recover the full damages resulting from such taking with all incidental or direct damages and expenses incurred by them thereby to be paid out of the damages recovered.

B. The balance of the land damages recovered (including, for purposes of this subsection, proceeds from any lawful sale of the Property unencumbered by the restrictions hereunder in lieu of condemnation) shall be divided between the Grantor and the Grantee in proportion to the fair market value of their respective interests in the Property on the date of execution of this Easement. For this purpose and that of any other judicial extinguishment of this Easement, in whole or in part, the Grantee's interest shall be the amount by which the fair market value of the Property immediately prior to the execution of this Easement is reduced by the use limitations imposed hereby. The value of the Grantee's interest shall be determined by an appraisal prepared for federal income tax purposes by a qualified appraiser within one year of the date of this Easement, and submitted to the Grantee.

C. The Grantee shall use its share of the proceeds in a manner consistent with and in furtherance of one or more of the conservation purposes set forth herein.

10. ADDITIONAL EASEMENT; AMENDMENT; NO MERGER

A. Should the Grantor determine that the expressed purposes of this Easement could better be effectuated by the conveyance of an additional easement, the Grantor may execute an additional instrument to that effect, provided that the conservation purposes of this Easement are not diminished thereby and that a public agency or qualified organization described in Section 5.A., above, accepts and records the additional easement.

B. If, owing to unforeseen or changed circumstances, Grantor and Grantee agree that an amendment to, or modification of, this Easement would be appropriate and desirable, Grantor and Grantee may jointly amend this Easement pursuant to the provisions and limitations of this section; the then-current amendment policies of the Grantee; and applicable state and federal law. Any amendment shall be consistent with the Purposes of this Easement, and shall not impair the conservation attributes of the Property protected by this Easement. No amendment shall affect the qualification of this Easement or the status of the Grantee under any applicable laws, including Sections 170(h) and 501(c)(3) of the Internal Revenue Code of 1986, as amended, and NH RSA 477:45-47 as may be amended from time to time, nor shall any amendment affect the perpetual duration of this Easement. Any amendment shall be executed by the Grantor and the Grantee and shall be recorded in the Registry. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

C. The Grantor and Grantee explicitly agree that it is their express intent, forming a part of the consideration hereunder, that the conservation restrictions of this Easement are to last in perpetuity, and that, to that end, no conveyance of the underlying fee interest in the Property to the Grantee shall be deemed to eliminate this Easement, or any portion thereof, under the doctrine of "merger" or any other legal doctrine.

11. ARBITRATION OF DISPUTES

A. Any dispute arising under this Easement shall be submitted to arbitration in accordance with New Hampshire RSA 542.

B. The Grantor and the Grantee shall each choose an arbitrator within 30 days of written notice from either party. The arbitrators so chosen shall in turn choose a third arbitrator within 30 days of the selection of the second arbitrator.

C. The arbitrators so chosen shall forthwith set as early a hearing date as is practicable which they may postpone only for good cause shown. A decision by two of the three arbitrators, made as soon as practicable after submission of the dispute, shall be binding upon the parties and shall be enforceable as part of this Easement.

The Grantee, by accepting and recording this Easement, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein granted to and incumbent upon the Grantee, all in the furtherance of the conservation purposes for which this Easement is delivered.

Lyle J. Micheli

Anne J. Micheli

Commonwealth of Massachusetts

County of _____

Personally appeared Lyle J. Micheli, to me known, this ____ day of _____ 20____,
and acknowledged the within Easement Deed as his voluntary act and deed for the purposes
therein contained.

Notary Public

Name: _____

My commission expires on _____

Commonwealth of Massachusetts

County of _____

Personally appeared Anne J. Micheli, to me known, this ____ day of _____ 20____,
and acknowledged the within Easement Deed as her voluntary act and deed for the purposes
therein contained.

Notary Public

Name: _____

My commission expires on _____

Accepted:

Grantee: Harris Center for Conservation Education

By: _____
Meade Cadot, Director - Land Protection

STATE OF NEW HAMPSHIRE
COUNTY OF _____

On this _____ day of _____ 20__, before me, the undersigned officer, personally appeared Meade Cadot, who acknowledged himself to be the Director - Land Protection of the Harris Center for Conservation Education, and acting in said capacity, and being authorized to do so, executed the foregoing instrument on behalf of the Harris Center for Conservation Education as its voluntary act and deed for the purposes therein contained.

Justice of the Peace/Notary Public
My commission expires on _____

Appendix A

KNOW ALL MEN BY THESE PRESENTS

THAT We, Michael F. Saviano of Atkinson, Rockingham County, New Hampshire; Arthur W. Saviano of Winchester, Middlesex County, Massachusetts; Paul Stuart of Chelmsford, Middlesex County, Massachusetts; and Richard Stuart of Quincy, Norfolk County, Massachusetts, being 100% of the stock holders of the dissolved corporation known as Decker, Saviano & Stuart, Inc., a New Hampshire corporation dissolved by the State of New Hampshire.

for consideration paid, grant to Lyle J. Micheli and Anne J. Micheli, husband and wife, both of 319 Longwood Avenue, Boston, County of Suffolk, Commonwealth of Massachusetts, as joint tenants with rights of survivorship, and not as tenants in common, with Warranty covenants

A certain tract or parcel of land together with any improvements thereon, situated in the Town of Antrim, Hillsborough County, State of New Hampshire, being Lot G as shown on a plan by Clifford P. Richer, dated August 16, 1973, entitled, "Subdivision of the DAVID W. STRICKLAND Land in Antrim, N.H. for Land/Vest, Inc., 14 Kilby Street, Boston, Mass., 02109", recorded in said Registry as Plan #7249, containing 295.0 acres, more or less, according to said Plan, and being more particularly bounded and described, all as shown on said Plan, as follows:

Beginning at an iron pipe set in the ground on the Easterly limit of the Westerly branch of the Kilbin Road near a boulder, said iron pipe marking a corner in line of land now or formerly of J. Manning;

THENCE by line of land assumed to be now or formerly of said J. Manning in four courses as follows for the distances indicated:

- (1) S 85° 00' E, 132 feet to an iron pipe set in the ground;
- (2) S 23° 30' W, 462 feet to an iron pipe set in the ground;
- (3) S 60° 00' E, 132 feet to a point on Butler Brook, so-called;
- (4) Thence in a general Southerly direction, 396 feet by Butler Brook to an iron pipe set in said Brook approximately 50 feet Northerly of the junction of Butler Brook with a smaller brook, said iron pipe marking a corner in line of land assumed to be formerly of William Boyce and now of Mark and Amy Linda Solomon;

THENCE by line of said land assumed to be now of said Solomon in three courses as follows for the distances indicated:

- (1) S 83° 30' E, 854 feet to an iron pipe set in stones;
- (2) S 19° 00' W, 820 feet to an iron pipe set in a clump of rock maple trees;
- (3) S 02° 15' W, 760 feet to an iron pipe set in the ground;

THENCE N 84° 00' W along line of said land assumed to be now of said Solomon and then along line of land now or formerly of Mrs. Jennie Newhall a distance of 1,885 feet to an iron pipe set in the ground at a corner in line of land now of the Town of Antrim;

THENCE S 10° 00' W along line of said land now of the Town of Antrim a distance of 1,658 feet to an iron pipe set in a corner of walls; said iron pipe and corner of walls marking a corner in line of land now or formerly of T. V. Williams;

THENCE in a general Easterly direction along line of said land of T. V. Williams and along line of land now or formerly of Wittemore (which lines are marked by a stone wall and wire fences) a distance of 4,227 feet to an iron pipe set in a corner of walls, the compass course of this last described line being approximately S 85° 00' E;

THENCE N 03° 15' E along line of land formerly of A. Holt and now assumed to be owned by Arthur Holt and Gladys Warner a distance of 2,520 feet to an iron pipe set in the ground approximately 18 feet Easterly from the center line of a small brook, said iron pipe marking a corner in line of land now or formerly of Leon and Hoster Bean known as the "Brown Pasture";

JOHN TATEOSIAN
ATTORNEY - AT - LAW
P.O. BOX 488
HAMPSHIRE
NEW HAMPSHIRE
03841

- Page 1 -

STATE OF NEW HAMPSHIRE

DEPARTMENT OF REVENUE ADMINISTRATION

REAL ESTATE TRANSFER TAX

THOUSAND 1 HUNDRED AND 50 DOLLARS

250166 \$ 1150.00

12/11/1996

VOID IF ALTERED

DK5774P81777

96DEC 11 PM 1:58

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THENCE by line of said Brown Pasture in two courses as follows for the distances indicated:

- (1) N 82° 45' W, 805 feet to an iron pipe set in a pile of stones;
- (2) N 22° 15' E, 1,275 feet to an iron pipe set on the Northerly side of a brook by a blazed rock maple tree, said iron pipe marking the most Southerly corner of Lot F;

THENCE by line of Lot F in sixteen courses as follows for the distances indicated:

- (1) N 49° 15' W, 109 feet to a pile of stones;
- (2) N 03° 30' W, 74 feet to a pile of stones;
- (3) N 34° 15' W, 192 feet to the top of a beaver dam;
- (4) N 31° 45' W, 78 feet to a point;
- (5) S 85° 30' W, 71 feet to a point;
- (6) N 57° 00' W, 75 feet to a point;
- (7) N 33° 00' W, 89 feet to a point;
- (8) N 19° 00' E, 116 feet to a point;
- (9) N 18° 15' W, 123 feet to a point;
- (10) N 41° 45' E, 123 feet to a point;
- (11) N 18° 00' E, 75 feet to a point;
- (12) N 65° 45' E, 59 feet to a point;
- (13) N 09° 15' E, 68 feet to a point;
- (14) N 45° 00' W, 57.3 feet to a point;
- (15) N 82° 00' W, 1,150 feet to an iron pipe set in the ground;
- (16) N 40° 00' W, 530 feet to an iron pipe set in the ground on the Easterly limit of the Westerly branch of the Kilbin Road;

THENCE in a general Southwesterly direction along the Easterly limit of said Westerly branch of the Kilbin Road a distance of 1,000 feet to the point of beginning.

All distances are more or less; all bearings are magnetic (1973).

ALSO CONVEYING the right to pass and re-pass by vehicle or otherwise and in common with others, over and along the Kilbin Road.

SUBJECT, HOWEVER, to any rights and easements of record, if any, affecting the within conveyed premises.

Being the same premises conveyed to it by deed of J. E. D. Associates, Inc., dated June 1, 1979, and recorded in Hillsborough County Registry of Deeds at Book 2729, Page 665.

The above-described premises are ALSO CONVEYED SUBJECT TO, and with the benefit of, all of the covenants, restrictions, easements, rights, conditions and other matters set forth in a Declaration of Protective Covenants, Restrictions, and Easements dated March 18, 1974, and recorded in said Registry, Volume 2351, Page 99, and the Grantees, by the acceptance of this Deed, covenant and agree, for themselves, and their successors and assigns, with the said Land/Vest Properties, Inc., in its capacity as Trustee for Land/Vest Properties 1971 Limited Partnership, and its successors and assigns, that they will well and truly observe and perform all the covenants, restrictions, easements, rights, conditions and other matters set forth in said Declaration to be performed or observed by the Owners of the above-described Parcel, which shall be a burden upon, and run with, the land.

The above-described premises are further conveyed subject to the following covenants and restrictions which shall also be a burden upon, and run with, the land:

JOHN TATEOSIAN
ATTORNEY - AT - LAW
P.O. BOX 659
HAMPSHIRE
NEW HAMPSHIRE
03841

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1. The above-described premises shall not be subdivided except in strict accordance with the then existing subdivision regulations and zoning ordinance of the Town of Antrim, New Hampshire.

2. Until the Mortgage of even date given by J. E. D. Associates, Inc. to Land/Vest Properties, Inc., as Trustee for Land/Vest Properties 1971 Limited Partnership, has been discharged, all parcels resulting from a permitted subdivision of the within conveyed premises or any part thereof shall have frontage on a street or road which has been legally accepted and is maintained by the said Town of Antrim.

This is not the homestead property of the Grantors or their spouses.

Witness our hands and seals this 6th day of December, 1996

WITNESS:

John Tateosian

to all

Michael F. Saviano
Michael F. Saviano

Arthur W. Saviano
Arthur W. Saviano

Paul Stuart
Paul Stuart

Richard P. Stuart
Richard Stuart

STATE OF NEW HAMPSHIRE

COUNTY OF ROCKINGHAM

On this the 6th day of December, 1996, before me the undersigned officer, personally appeared Michael F. Saviano, Arthur W. Saviano, Paul Stuart and Richard Stuart, all being the last and only stock holders of the dissolved corporation known as Decker, Saviano & Stuart, Inc., known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

John Tateosian
Notary Public / Justice of the Peace

My Comm. Expires Oct. 13, 1999

JOHN TATEOSIAN
ATTORNEY - AT - LAW
P.O. BOX 559
HAMPSHIRE
NEW HAMPSHIRE
03841

PK5774PG1779

ANTRIM WIND ENERGY-HCCE CONSERVATION EASEMENTS

