

May 10, 2013

Board of Selectmen
Attn: Gordon Webber, Chair
Town of Antrim
66 Main Street
Antrim, New Hampshire 03440

Charles S. Bean III
Antrim Limited Partnership
100 Lowder Brook Road
Suite 1000
Westwood, MA 02090

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 Antrim Limited Partnership (the "Owner") to the Town of Antrim ("the Town") on property it leases from the Owner in Antrim, New Hampshire (the "Premises") in connection with its wind energy project (the "Project"). AWE, the Town 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 the Town, AWE, and the Owner, subject to the conditions outlined below. The Owner and the Town 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 the Town, and, subject to the conditions set forth herein, the Town 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: Cash consideration shall be paid to the Owner by AWE in exchange for the grant of the Easement in an amount equivalent to Two Hundred Fifty and no/100ths (\$250.00) Dollars per acre of land contained in the Easement. Payment shall be due immediately upon the Effective Date of the Easement. AWE also agrees to cover reasonable costs to the Town associated with monitoring the Easement.

Agreement Effective: This Agreement is one of a series of Agreements with owners of land in the Project Area and shall take immediate effect upon execution of this Agreement; provided, however, that the Selectboard's execution of this Agreement and the Town's acceptance of the Easement shall be subject to and conditioned upon compliance with applicable law regarding municipal acquisition of property, specifically including RSA 41:14-a.

Easement Effective: The Easement shall not take effect unless and until the Project achieves Commercial Operations and no fewer than four (4) turbines are located on the Premises, 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 the Town 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 documenting the same.

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 the Town, it shall cause internal boundaries to be 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 the Town 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 the Town 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 a location agreed to by the Parties.

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

- a) enter into any agreement or permit any lien or encumbrance on the Premises which would interfere with the rights granted to the Town 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.

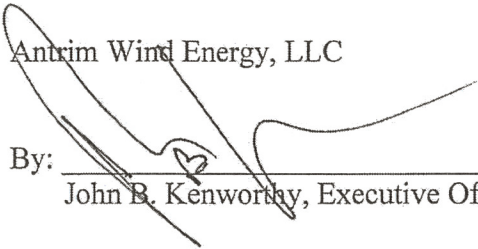
Filing: Upon prior approval of AWE, which shall not be unreasonably withheld, conditioned or delayed, between the date of this Agreement and the Effective Date, the Town shall have the right to file a notice with the Hillsborough County Registry of Deeds reflecting its right to acquire the Easement in 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 the Town 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 the Town, either (a) a discharge or (b) an agreement subordinating the mortgage to the Easement for each such mortgage in recordable form reasonably satisfactory to the Town.
- 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 the Town and the Owner, kindly execute a copy of this Agreement in the place set forth below and return it to me by facsimile and expedited delivery, no later than the close of business on May 31, 2013 time being of the essence.

Very truly yours,

Antrim Wind Energy, LLC

By: 
John B. Kenworthy, Executive Officer

ACCEPTED AND AGREED TO:

Town of Antrim, New Hampshire
By Its Board of Selectmen


Gordon Webber, Chair

John Robertson

Michael Genest

Owner

Antrim Limited Partnership



Charles S. Bean III, Manager of the General Partner, Bean Family LLC

EXHIBIT A

Conservation Easement

CONSERVATION EASEMENT DEED

Charles S. Bean III, whose mailing address is 100 Lowder Brook Drive, Suite 1000, Westwood, County of Norfolk, Massachusetts 02090 as Manager of the general partner (Bean Family LLC) of Antrim Limited Partnership (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 **Town of Antrim**, a New Hampshire municipal corporation situated in Hillsborough County, State of New Hampshire, with a mailing address of 66 Main Street, Antrim, New Hampshire 03440, a political subdivision of the State of New Hampshire, 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 June 1, 2010 (the "Lease Effective Date"), and evidenced by a Memorandum of Lease recorded in the Hillsborough County Registry of Deeds ("Registry") at Book 8211, Page 1362 (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 100 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 100 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 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 other purposes in association with the reserved rights in Section 3 A.

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, its 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, four (4) 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 upon the end of the Lease Term or, at Lessee's option, at the end of the Extension Term, as those terms are defined in the Lease. For clarity, the Lease has a maximum term (including the Extension Term) of 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). Lessee agrees to notify Grantee within 60 days of such termination or such earlier termination, as the case may be.

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 Facility access road.

B. To construct and maintain an access road and electrical service through the Property to be constructed in a to-be-determined location by Grantor, approximately perpendicular to the Easement, for the purposes of providing vehicular access between the northern and southern portions of Grantor's lands. Grantor shall use reasonable efforts to minimize the width of the road, clearing and disturbance from the installation of any such access road and in no instance shall the width of the road and all associated clearings exceed eighty (80) feet.

C. 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 renew and maintain painted blazes on any Property boundary not monumented by a stone wall for the purpose of identifying it as land subject to this conservation easement.

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 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.

Antrim Limited Partnership:

By: _____
Charles S. Bean III

STATE OF NEW HAMPSHIRE
COUNTY OF _____

On this _____ day of _____ 2013, before me, the undersigned officer, personally appeared Charles S. Bean III as the duly authorized representative of Antrim Limited Partnership and executed the foregoing instrument as his voluntary act and deed for the purposes therein contained on behalf of said limited partnership.

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

Accepted:

Grantee: Town of Antrim, New Hampshire

By: Its Board of Selectmen:

Gordon Webber, Chair

John Robertson

Michael Genest

STATE OF NEW HAMPSHIRE
COUNTY OF _____

On this _____ day of _____ 2013, before me, the undersigned officer, personally appeared the above-mentioned Gordon Webber, John Robertson, and Michael Genest, in their capacities as members of the Selectboard of the Town of Antrim, who executed the foregoing instrument on behalf of the Town of Antrim as its voluntary act and deed for the purposes therein contained.

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

Appendix A

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

Description to be inserted here

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.
 Bowditch and Dewey, LLP
 45 Main Street
 Peterborough, NH

Signed and Agreed

John Kenworthy
Executive Officer

Date:

STATE OF NEW HAMPSHIRE
COUNTY OF _____

On this _____ day of _____ 20__, 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 _____