

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";

96 DEC 11 PM 1:58

661307

BK5774PG1777

JOHN TATEOSIAN  
ATTORNEY - AT - LAW  
P.O. BOX 689  
HAMPSHAD,  
NEW HAMPSHIRE  
03841

STATE OF NEW HAMPSHIRE

DEPARTMENT OF REVENUE ADMINISTRATION

REAL ESTATE TRANSFER TAX

12/11/1996

250166

1150.00

VOID IF ALTERED

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  
HAMPSTEAD,  
NEW HAMPSHIRE  
03841

BK5774 PG 1778

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 D. Stuart  
Richard Stuart

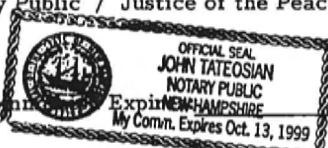
STATE OF NEW HAMPSHIRE

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



BK5774PG1779

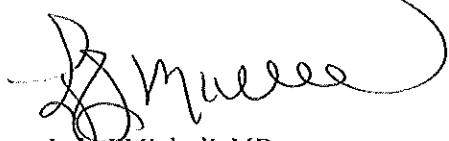
The Harris Center for Conservation Education  
Attn: Stephen Froling  
83 King's Highway  
Hancock, NH 03449

January 5, 2012

Dear Mr. Froling,

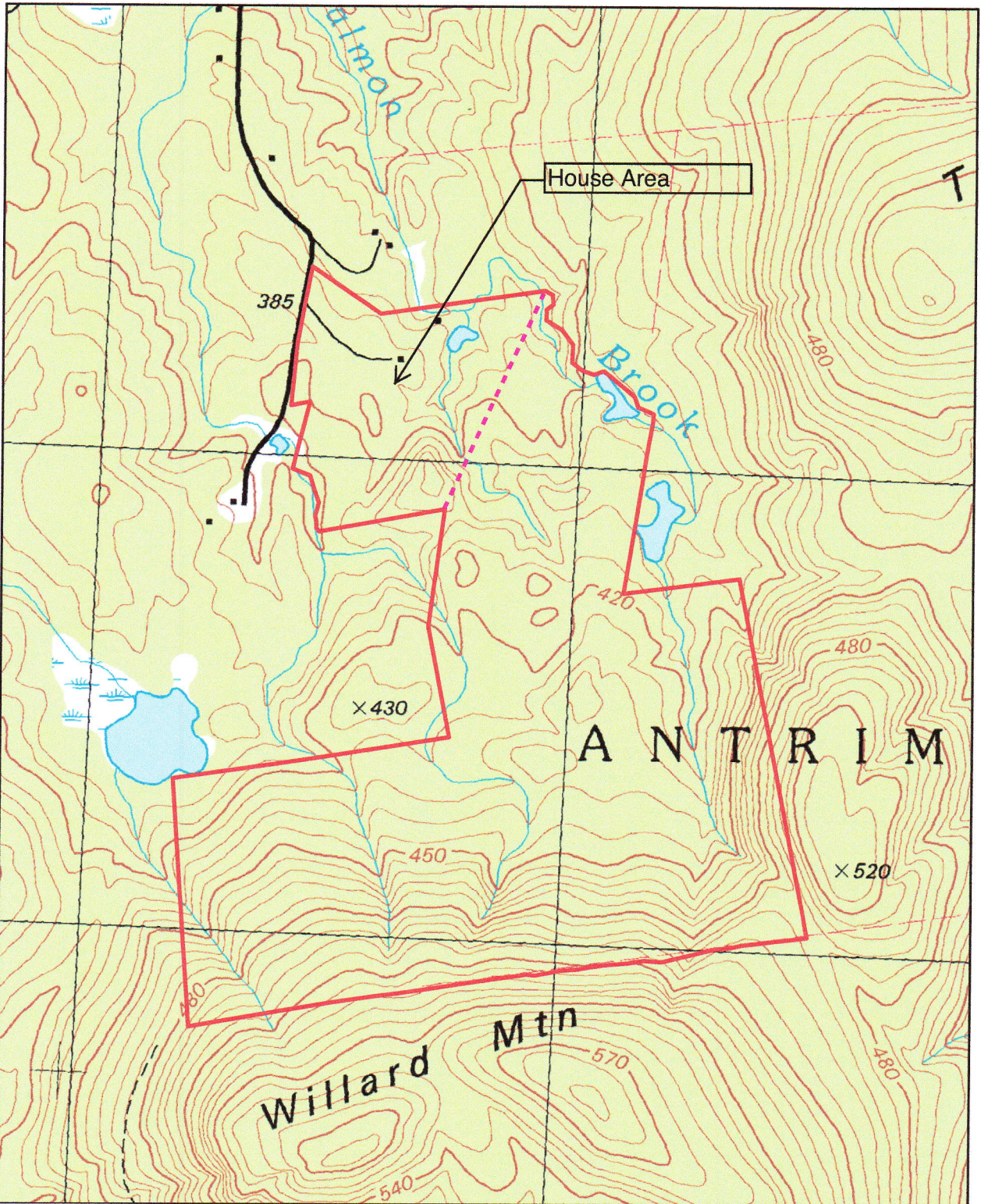
This letter is a follow up to the Letter of Intent which I recently signed allowing a conservation easement to be purchased on my property in Antrim, NH after the construction of the Antrim Wind project. Pursuant to your request, by this letter I agree that the reserved right to build a home within the easement on my property, as described in the easement document that is attached to the LOI, shall be restricted to the area depicted on the map attached to this letter and labeled "house area". I will retain the freedom to locate any residential structure in accordance with the easement terms, within the bounds of the area depicted. I also agree to make any changes to the easement should the wind project be built and the easement purchased that is required to memorialize the statements in this letter.

Signed,



Lyle J Micheli, MD





Town of Antrim, New Hampshire



Map/Lot 224-003, Owner: Micheli, Lyle J. & Anne J.



December 31, 2012

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

Paul Whittemore, Trustee  
Whittemore Trust under Indenture dated October 2, 1992  
P.O. Box 528  
Auburn, New Hampshire 03032

Helen Whittemore, Trustee  
Whittemore Trust under Indenture dated October 2, 1992  
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 as Trustees of the Whittemore Trust u/i/d October 2, 1992 (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:** Cash consideration shall be paid to the Owner by AWE in exchange for the grant of the Easement in an amount equivalent to [REDACTED] Dollars per acre of land contained in the Easement. Payment shall be due immediately upon the Effective Date of the Easement.

**Agreement Effective:** This Agreement is one of a series of five Agreements with owners of land in the Project Area and shall take immediate effect upon execution of this Agreement.

**Easement Effective:** The Easement shall not take effect unless and until the Project, using the amount and specification of turbines as submitted in an application to the New Hampshire Site Evaluation Committee for a Certificate of Site and Facility in Docket 2012-1 (e.g. ten (10) 3.0 Megawatt turbines), 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 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 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 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 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.

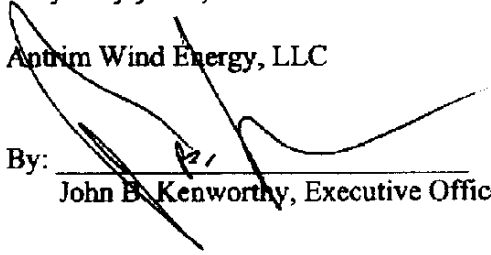
**Filing:** Upon prior approval of AWE, which shall not be unreasonably withheld, conditioned or delayed, between the date of this Agreement and the Effective Date, HCCE shall have the right to file a notice with the Hillsborough County Registry of Deeds reflecting its right to acquire the Easement in 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 31, 2012, time being of the essence.

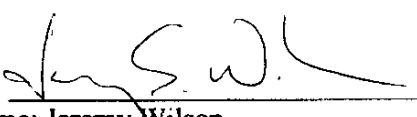
Very truly yours,

Antrim Wind Energy, LLC

By:   
John B. Kenworthy, Executive Officer

ACCEPTED AND AGREED TO:

Harris Center for Conservation Education

By:   
Name: Jeremy Wilson  
Title: Executive Director

Owner

Whittemore Trust under Indenture dated October 2, 1992

\_\_\_\_\_  
Paul Whittemore, Trustee

\_\_\_\_\_  
Helen Whittemore, Trustee



Very truly yours,

Antrim Wind Energy, LLC

By: \_\_\_\_\_  
John B. Kenworthy, Executive Officer

ACCEPTED AND AGREED TO:

Harris Center for Conservation Education

By: \_\_\_\_\_  
Name: Jeremy Wilson  
Title: Executive Director

Owner

Whittemore Trust under Indenture dated October 2, 1992

\_\_\_\_\_  
Paul Whittemore, Trustee

*Helen Whittemore*  
Helen Whittemore, Trustee

Very truly yours,

Antrim Wind Energy, LLC

By: \_\_\_\_\_  
John B. Kenworthy, Executive Officer

ACCEPTED AND AGREED TO:

Harris Center for Conservation Education

By: \_\_\_\_\_  
Name: Jeremy Wilson  
Title: Executive Director

Owner

Whittemore Trust under Indenture dated October 2, 1992

  
Paul Whittemore, Trustee

\_\_\_\_\_  
Helen Whittemore, Trustee

## CONSERVATION EASEMENT DEED

**Paul J. Whittemore**, whose mailing address is P.O. Box 528, Auburn, County of Rockingham, New Hampshire 03032 and **Helen M. Whittemore**, whose mailing address is 16501 N. El Mirage Road #735, Surprise, Arizona 85374-3600, both successor **Trustees of the Whittemore Trust under Indenture dated October 2, 1992** (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 8304, Page 1113 (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 123 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 123 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, two (2) 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. 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.

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 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.

The undersigned, Helen M. Whittemore and Paul J. Whittemore, successor Trustees under the Whittemore Trust, under indenture dated October 2, 1992, and any amendments thereto, hereby certify the Trust remains in full force and effect and that we are the sole successor Trustees of said Trust, and the Trustees have full and absolute power in said Trust Agreement to convey any interest in real estate and improvements thereon held in said Trust and no person dealing with the Trustees hereunder shall be under any obligation or liability to see to the application of any purchase money or to any other money or property loaned or delivered or transferred to the Trustees nor to see that the terms and conditions of this Trust have been complied with.

Whittemore Trust u/d/t dated October 2, 1992, by its duly authorized Trustees:

By: \_\_\_\_\_  
Helen M. Whittemore, Trustee

By: \_\_\_\_\_  
Paul J. Whittemore

STATE OF NEW HAMPSHIRE  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ 2012, before me, the undersigned officer, personally appeared Paul J. Whittemore, as the duly authorized Trustee of the Whittemore Trust and executed the foregoing instrument as his voluntary act and deed for the purposes therein contained on behalf of said Trust.

\_\_\_\_\_  
Justice of the Peace/Notary Public  
My commission expires on \_\_\_\_\_

STATE OF NEW HAMPSHIRE  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ 2012, before me, the undersigned officer, personally appeared Helen M. Whittemore, as the duly authorized Trustee of the Whittemore Trust and executed the foregoing instrument as her voluntary act and deed for the purposes therein contained on behalf of said Trust.

\_\_\_\_\_  
Justice of the Peace/Notary Public  
My commission expires on \_\_\_\_\_

Accepted:

Grantee: Harris Center for Conservation Education

By: \_\_\_\_\_  
Jeremy Wilson, Executive Director

STATE OF NEW HAMPSHIRE  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ 2011, before me, the undersigned officer, personally appeared Jeremy Wilson who acknowledged himself to be the Executive Director 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

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:

### Tract 3:

Beginning at the northwesterly corner of the premises at the corner of walls running southerly and westerly; thence southerly by land formerly of Lee and Holden to the southwest corner of the premises to land now or formerly of William Weston; thence easterly by land now or formerly of said Weston and land now or formerly of Worthley and Hill to the southeast corner of the premises at the corner of land now or formerly of Samuel Fletcher by the corner of walls; thence northerly by land now or formerly of said Fletcher and land now or formerly of Davis to the northeast corner at land formerly of Darias Hubbard; thence westerly by land formerly of said Hubbard to the bound first mentioned. Containing one hundred twenty-three (123) acres and thirty-six (36) rods, more or less.

The above tract of land being shown on the Town of Antrim tax maps as a portion of Map 239, Lot 001-000.

For title reference see deed dated October 2, 1992, recorded at the Registry, Volume 5480, Page 1135.

*[The parties intend to substitute a description based on a recent survey in lieu of the foregoing language]*

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 \_\_\_\_\_





## FIRST AMENDMENT TO LETTER AGREEMENT

THIS FIRST AMENDMENT TO LETTER AGREEMENT (the "Amendment"), made this 15th day of May, 2013, by and among the Harris Center for conservation Education, with a mailing address of 83 King's highway, Hancock, New Hampshire, 03449 ("HCCE"), Helen M. Whittemore and Paul J. Whittemore, as Trustees of the Whittemore Trust, under Indenture of Trust dated October 2, 1992, with a mailing address of c/o Paul J. Whittemore, P.O. Box 528, Auburn, New Hampshire 03032 ("Owner") and ANTRIM WIND ENERGY LLC, a Delaware limited liability company with a mailing address of c/o Eolian Renewable Energy, LLC, 155 Fleet Street, Portsmouth, New Hampshire 03801 ("AWE"). HCCE, Owner and AWE are referred to collectively as the "Parties."

WHEREAS, the Parties entered into a Letter Agreement dated December 31, 2012 (the "Letter Agreement") which set out the terms of a proposed conservation easement for certain property located in Antrim, Hillsborough County, New Hampshire; and

WHEREAS, the Parties desire to amend certain provisions of the Letter Agreement as hereinafter described.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree that the Letter Agreement is amended as follows:

1. **Easement Effective.** The section of the Letter Agreement entitled "Easement Effective" is deleted in its entirety and replaced with the following:

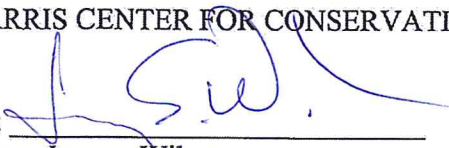
The Easement shall not take effect unless and until the Project achieves Commercial Operations and at least one wind turbine is located on the Property, but will become effective not more than one hundred eighty (180) days following the Commercial Operations Date of AWE's Wind Power Facilities on portions 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").

2. **Ratification.** Except as amended by this Amendment, all of the terms and conditions of the Lease shall remain unchanged, are hereby ratified and confirmed by the parties and remain in full force and effect.

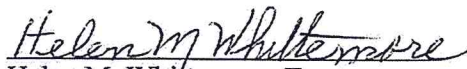
*Signatures appear on the following page*

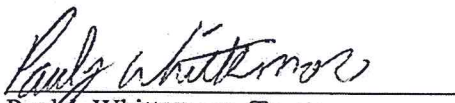
IN WITNESS WHEREOF, this Amendment has been duly executed by the parties hereto as of the date first above written.

HARRIS CENTER FOR CONSERVATION EDUCATION

By:   
Name: Jeremy Wilson  
Title: Executive Director

WHITTEMORE TRUST UNDER INDENTURE DATED OCTOBER 2, 1992

  
Helen M. Whittemore, Trustee

  
Paul J. Whittemore, Trustee

ANTRIM WIND ENERGY LLC


By: \_\_\_\_\_  
Name: John B. Kenworthy (Jack)  
Title: Executive Officer

**IN WITNESS WHEREOF**, this Amendment has been duly executed by the parties hereto as of the date first above written.

HARRIS CENTER FOR CONSERVATION EDUCATION

By: \_\_\_\_\_  
Name: Jeremy Wilson  
Title: Executive Director

WHITTEMORE TRUST UNDER INDENTURE DATED OCTOBER 2, 1992

  
Helen M. Whittemore, Trustee

  
Paul J. Whittemore, Trustee

ANTRIM WIND ENERGY LLC

By:   
Name: John B. Kenworthy (Jack)  
Title: Executive Officer



April 22<sup>nd</sup>, 2013

Town of Antrim  
c/o Board of Selectmen  
66 Main Street  
Antrim, NH 03440

**Re: Agreement on Gregg Lake Enhancement Payment**

---

Dear Members of the Board of Selectmen:

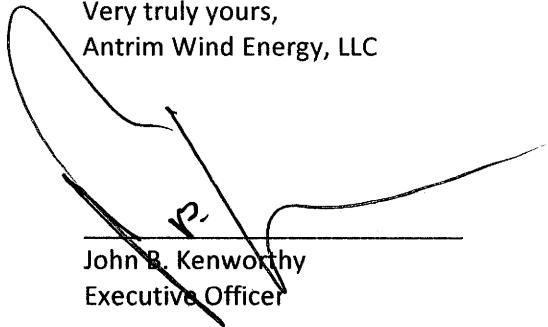
This letter sets forth the understandings and agreement between Antrim Wind Energy, LLC ("AWE") and the Town of Antrim concerning a one-time payment by AWE to the Town of Antrim as compensation for any perceived visual impacts created by the Antrim Wind Project ("Project") upon the Gregg Lake area.

As you are aware, the New Hampshire Site Evaluation Committee ("SEC") has voted to deny the Project's application for a certificate of site and facility due to the Project's anticipated aesthetic impacts. During the SEC's hearings and deliberations on the Antrim Wind Project, the Project's aesthetic impact on Gregg Lake was identified as an area of concern. Once the SEC's written order is issued, AWE intends to file a motion for rehearing along with a proposal to specifically address visual impacts, the details of which are still being developed. Part of this proposal will include a commitment by AWE to make a one-time payment of forty thousand dollars (\$40,000.00) to the Town of Antrim to be used for enhancement of the recreational activities and aesthetic experience at the Gregg Lake Recreational Area.

AWE will make the above-referenced payment to the Town of Antrim only if the Antrim Project is constructed. The payment shall be made no later than 180 days after the date the Project commences commercial operations. The ultimate use of these funds will be at the Town's sole discretion. The Town of Antrim agrees that this one-time payment of \$40,000.00 constitutes full and acceptable compensation for any perceived visual impacts to the Gregg Lake area.

If the terms of this letter are acceptable, please countersign in the space provided below.

Very truly yours,  
Antrim Wind Energy, LLC



\_\_\_\_\_  
John B. Kenworthy  
Executive Officer



Accepted and agreed.

Town of Antrim, New Hampshire

By:   
Gordon Webber, Chairman  
Antrim Board of Selectmen  
Duly Authorized

Date: May 13 2013



## LAND CONSERVATION FUNDING AGREEMENT

This LAND CONSERVATION FUNDING AGREEMENT (the "Agreement") is made this 25<sup>th</sup> day of March, 2015 by and between the New England Forestry Foundation, Inc. ("NEFF") with a mailing address of 32 Foster Street, Littleton, MA 01460, and Antrim Wind Energy LLC, a Delaware limited liability company qualified to do business in New Hampshire ("AWE") with an address of 155 Fleet Street, Portsmouth, New Hampshire, 03801. NEFF and AWE are referred to herein each as "Party" and collectively as the "Parties."

### RECITALS

WHEREAS, AWE is seeking or plans to seek a Certificate of Site and Facility ("Certificate") from the New Hampshire Site Evaluation Committee ("SEC") in accordance with NH RSA 162:H to construct and operate a nine (9) turbine, 28.8 MW wind energy facility in the Town of Antrim, New Hampshire (the "Project");

WHEREAS, in accordance with NH RSA 162-H:16(IV)(c), in order to issue a Certificate the Committee must find that the site and facility will not have an unreasonable adverse effect on aesthetics;

WHEREAS, the permanent conservation of forest land and its maintenance in an undeveloped state in perpetuity is a viable and recognized form of mitigation for aesthetic impacts from development activities;

WHEREAS, AWE has determined it to be appropriate, and has voluntarily agreed, to provide a Contribution (as hereinafter defined) to NEFF as mitigation for any aesthetic impacts associated with the Project;

WHEREAS, NEFF was founded in 1944 and is a 501(c)(3) nonprofit corporation whose mission is to conserve New England's working forests through conservation and ecologically sound management of privately owned forestlands in New England, throughout the Americas and beyond;

WHEREAS, NEFF holds and/or manages conservation easements on over one million acres of private lands in New Hampshire, Maine, Vermont, Massachusetts and Connecticut and maintains a professional staff of licensed foresters, educators and stewardship professionals to sustainably manage such lands for wildlife, scenic beauty, public enjoyment, timber and forest products;

WHEREAS NEFF has agreed to accept the Contribution and has also agreed that it will use the Contribution exclusively in accordance with the terms of this Agreement;

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

RTP  
IBK

1. Conservation Fund Contribution; Timing of Payment; Obligation

(a) Contribution Payment: AWE shall make an irrevocable, single payment to NEFF in an amount equal to one hundred thousand dollars (\$100,000) (the "Contribution") which will be made by wire transfer or other immediately available funds within thirty (30) days of the date the Project reaches Commercial Operation, as defined below.

(b) NEFF shall hold the Contribution in a separate designated account or shall otherwise identify the funds as restricted for the purposes of this Agreement in accordance with generally accepted practices for restricted gifts in the land conservation business.

(c) Commercial Operation: The date of Commercial Operation shall mean the date certain set forth in a notice to the transmission owner and the system operator in accordance with and pursuant to the interconnection agreement. AWE shall provide to NEFF a copy of such written notice, when issued by AWE.

(d) Obligation: Upon notice to NEFF of the date of Commercial Operation AWE becomes automatically obligated to NEFF for the Contribution as described herein.

2. Use of Contribution; NEFF Responsibilities

(a) The purpose of the Contribution is to enable NEFF to permanently conserve valuable working forest land in southern New Hampshire in perpetuity either through (i) a fee purchase of the lands and subsequent conveyance of a perpetual conservation easement to a qualified third party (such as the Monadnock Conservancy, Society for the Protection of New Hampshire Forests, The Harris Center for Conservation Education or similar qualified organization), or (ii) the purchase of a perpetual conservation easement on private lands owned by a third party, and in either case shall include NEFF's reasonable overhead costs directly incurred as a result of the transaction or transactions resulting from the Contribution and this Agreement (collectively, the "Approved Uses"). As a condition of NEFF's receipt of the Contribution under this Agreement, NEFF shall utilize the Contribution solely for the Approved Uses.

(b) Upon receipt of the Contribution, NEFF shall commence the process of selecting appropriate lands to place in conservation as described above.

(c) For the first six (6) months after NEFF receives the Contribution, NEFF shall look for suitable properties only in Hillsborough and Cheshire Counties. If, after six months, no suitable property has been found, then NEFF shall continue to look for suitable conservation properties in Hillsborough and Cheshire Counties and also may search in Merrimack, Sullivan and Rockingham Counties.

(d) Any conservation easement purchased by NEFF or, if NEFF purchases land in fee, conveyed by NEFF, shall:

- i. Be in perpetuity
- ii. Extinguish all development rights, except those explicitly set forth in Section 2 (d) iv, below.
- iii. Preserve and/or enhance the aesthetic and natural characteristics of the region
- iv. Allow sustainable forestry including the sustainable harvest of timber and other forest products in accordance with a forest management plan and forestry best practices
- v. Allow public recreational access

(e) The Contribution may be used for one or more transactions as described above and may be commingled with other funds for the Approved Uses provided that any such use is in accordance with the terms of this Agreement.

(f) Upon receipt of the Contribution, NEFF shall use reasonable efforts to complete the Approved Uses as quickly as possible.

(g) Upon closing a transaction for an Approved Use, NEFF shall provide notice to AWE providing the details of such transaction. Such notice obligation shall continue until the entire amount of the Contribution has been expended for Approved Uses and shall survive termination of this Agreement. At AWE's written request, NEFF shall provide a written accounting of funds expended to explore transactions that did not close.

### 3. Value to the Region

The Parties agree that the Contribution, when used for Approved Uses in accordance with this Agreement, shall make a valuable contribution to conservation interests in the region, including the enhancement and maintenance of the region's aesthetic character, wildlife habitat, working landscape, and public use and enjoyment.

### 4. Term; Assignments and Transfers

This Agreement shall terminate on the earlier to occur of (a) five years from the effective date of this Agreement, and (b) the date that AWE makes the Contribution payment to NEFF.

Prior to any sale or transfer of the Project or of a controlling interest in the Project, AWE shall take all necessary steps to assure that its obligations under this Agreement are assumed by, binding upon and enforceable against any successors, assigns, transferees or purchasers of AWE or of the Project and any successor, assignee, transferee or purchaser shall deliver to NEFF its written guarantee that it will assume all of AWE's obligations under this Agreement, including, without limitation, the payment of the Contribution.

### 5. AWE Representations and Warranties.

AWE makes the following representations and warranties as the basis for the undertakings on its part herein contained:

- (a) AWE is a limited liability company organized under the laws of the State of Delaware and is qualified to do business in the State of New Hampshire.
- (b) AWE has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. AWE is duly authorized to execute and deliver this Agreement and perform all of its duties and obligations contained herein, and, to the extent permitted by applicable law, this Agreement constitutes a valid and legally binding obligation of AWE, enforceable in accordance with its terms.

6. NEFF Representations and Warranties.

NEFF makes the following representations and warranties as the basis for the undertakings on its part herein contained:

- (a) NEFF validly exists and is in good standing under the laws of the Commonwealth of Massachusetts.
- (b) NEFF has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. NEFF has duly authorized the execution and delivery of this Agreement and NEFF's performance of all of its duties and obligations contained herein, and, to the extent permitted by applicable law, this Agreement constitutes a valid and legally binding obligation of NEFF, enforceable in accordance with its terms.

7. Entire Agreement

The entire agreement between the parties with respect to the subject matter hereunder is contained in the Agreement. There are no other understandings, representations or agreements not incorporated herein. This Agreement constitutes a legal, valid and binding obligation enforceable in accordance with its terms except as such enforceability may be affected by applicable bankruptcy, insolvency, moratorium or similar laws affecting creditors' rights generally and the application of general principles of equity.

8. Modification

No waiver, alteration or modification of any of the provisions of this Agreement shall be enforced unless in writing and signed by both Parties to this Agreement.

9. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Hampshire, without regard to the conflict of laws provisions in such state.

1370  
JBK

10. Indemnification

Each Party shall indemnify the other Party for any costs, expenses, fees, and other damages incurred due to, and to the extent of, the offending Party's negligent, willful, or intentional acts or omissions, as determined by a court of competent jurisdiction, except if the Party seeking indemnification acted in a willful, reckless or intentional manner that contributed to such damages or to the extent that its own negligence contributed to the damages.

11. Notices

All notices, requests, demands and other communication hereunder shall be in writing and shall be deemed to have been duly given (i) when delivered by messenger or by reputable national overnight courier service, (ii) three (3) business days after mailing when mailed by certified or registered mail (return receipt requested), with postage prepaid and addressed to the parties at their respective addresses shown below or at such other address as any party may specify by written notice to the other party, or (iii) when delivered by facsimile transmission to the parties at the facsimile numbers listed below:

If to AWE:

Antrim Wind Energy LLC  
c/o Eolian Renewable Energy, LLC  
155 Fleet Street  
Portsmouth, New Hampshire 03801  
Attention: Jack Kenworthy  
Facsimile: (603) 386-6743

If to NEFF:

New England Forestry Foundation  
32 Foster Street  
Littleton, MA  
Attention: Robert Perschel  
Facsimile: (978) 952-6356

Either party may change the name(s) and or address(es) to which notice is to be addressed by giving the other party notice in the manner herein set forth.

12. Miscellaneous

- (a) Exercise of Rights and Waiver. The failure of any Party to exercise any right under this Agreement shall not, unless otherwise provided or agreed to in writing, be deemed a waiver thereof; nor shall a waiver by any Party of any provisions hereof be deemed a waiver of any future compliance therewith, and such provisions shall remain in full force and effect.

RJP  
SBK


- (b) Severability. In the event that any clause, provisions or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.
- (c) Headings and Construction. The section headings in this Agreement are inserted for convenience of reference only and shall in no way effect, modify, define, or be used in construing the text of the Agreement. Where the context requires, all singular words in the Agreement shall be construed to include their plural and all words of neuter gender shall be construed to include the masculine and feminine forms of such words. Notwithstanding the fact that this Agreement has been prepared by one of the Parties, both Parties confirm that they and their respective counsel have reviewed, negotiated and adopted this Agreement as the joint agreement and understanding of the Parties. This Agreement is to be construed as a whole and any presumption that ambiguities are to be resolved against the primary drafting party shall not apply.
- (d) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

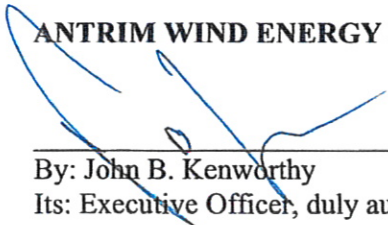
*Signatures on the following page.*



IN WITNESS WHEREOF, each Party to this Agreement has caused it to be executed effective on the date indicated above.

**NEW ENGLAND FORESTRY FOUNDATION. INC.**

  
\_\_\_\_\_  
By: Robert T. Perschke  
Its: Executive Director

**ANTRIM WIND ENERGY LLC**  
  
\_\_\_\_\_  
By: John B. Kenworthy  
Its: Executive Officer, duly authorized



May 22, 2015

Town of Antrim  
Mr. Ronald Haggett, Trustee  
Trustees of Trust Funds  
P.O.Box  
Antrim, NH 03440

**Re: AWE Commitment to Donate Funds for Scholarship Committee**

---

Dear Mr. Haggett:

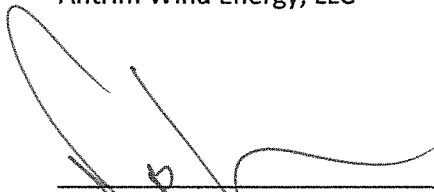
This letter sets forth the understandings and agreement between Antrim Wind Energy, LLC ("AWE") and the Trustees of Trust Funds in Antrim, New Hampshire concerning AWE's commitment to make an annual donation for the benefit of the residents of the Town of Antrim.

In accordance with our discussion at the Board of Selectmen's meeting on April 27, 2015, AWE hereby makes a pledge and commitment to contribute five thousand dollars (\$5,000.00) per year, starting with the year in which the Antrim Wind Project ("Project") reaches commercial operations and commencing each year thereafter until the Project ceases operations to support scholarships for Antrim residents (the "Scholarship Funds"). The Trustees of Trust Funds will be the custodian of the funds contributed by AWE each year. The funds will be for the purpose of supporting educational scholarships for Antrim residents, as administered each year by the Antrim Scholarship Committee. The Antrim Scholarship Committee shall not be restricted in their use of the Scholarship Funds.

AWE shall make its first annual contribution within 60 days of the Project reaching commercial operations. Thereafter, AWE shall make subsequent annual payments on or before January 31. If the Scholarship Committee awards less than 100% of the Scholarship Funds in a given year, the remaining funds shall be combined with the otherwise available funds for the following year.

If the terms of this letter are acceptable, please countersign in the space provided below.

Very truly yours,  
Antrim Wind Energy, LLC



\_\_\_\_\_  
John B. Kenworthy  
Executive Officer



Accepted and agreed.

Town of Antrim, New Hampshire

By: Ronald Haggett  
Ronald Haggett, Trustee  
Trustees of Trust Funds  
Duly Authorized

Date: 5/27/2015

CC: Antrim Board of Selectmen  
Antrim Scholarship Committee