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July 29, 2016

VIA ELECTRONIC MAIL & HAND-DELIVERY

New Hampshire Site Evaluation Committee
Pamela G. Monroe, Administrator
21 South Fruit Street, Suite 10
Concord, NH 03301

**Re: NH Site Evaluation Committee Docket No. 2015-02:
Application of Antrim Wind Energy, LLC for a Certificate of Site and Facility for
Construction of a Wind Project in Antrim New Hampshire – Wind Action Group
and Antrim Wind Energy, LLC’s Stipulation Regarding Confidential Documents**

Dear Ms. Monroe:

Please find enclosed for filing in the above-captioned matter, an original and one copy of Wind Action Group and Antrim Wind Energy’s Confidentiality Stipulation.

A copy of the attached Stipulation was electronically sent to the distribution list, pending addition of the document to the Committee’s website.

Please contact me directly should you have any questions.

Regards,

Rebecca S. Walkley

Enclosure

cc: Distribution List

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

Docket No. 2015-02

**APPLICATION OF ANTRIM WIND ENERGY, LLC
FOR A CERTIFICATE OF SITE AND FACILITY**

**WIND ACTION GROUP AND ANTRIM WIND ENERGY, LLC
CONFIDENTIALITY STIPULATION**

Antrim Wind Energy (the "Applicant"), by and through its attorneys McLane Middleton, Professional Association, and Wind Action Group, by its representative, Lisa Linowes, agree and stipulate as follows:

1. Consistent with the New Hampshire Site Evaluation Committee's Order on the Applicant's Motion for Protective Order and Confidential Treatment (the "Order"), the Applicant shall provide Lisa Linowes with the confidential information requested in Wind Action Group's Motion to Obtain Access to Certain Confidential Documents Belonging to Antrim Wind LLC (the "Motion") filed on July 16, 2016, that is currently in the Applicant's possession. This information shall be provided to Ms. Linowes in paper copy only.

2. The Applicant reserves the right to object to providing any additional information requested by Ms. Linowes that is not currently in the Applicant's possession in paper copy. Notwithstanding, this reservation of rights, the Applicant will make any information obtained in the future available to Ms. Linowes. The method of production of any information obtained in the future will be agreed upon by Ms. Linowes and the Applicant as the information becomes available.

3. Lisa Linowes shall be the only member of the Wind Action Group to receive and review the requested information. All confidential information shall not be shared with any and

all other alleged members of Wind Action Group and, consistent with the Order, Ms. Linowes shall not make any copies of the confidential information provided.

4. Prior to providing Ms. Linowes with the requested confidential information, Ms. Linowes shall execute the Non-Disclosure Agreement attached to the Applicant's Response to Wind Action Group's Motion to Obtain Access to Certain Confidential Documents Belonging to Antrim Wind LLC and return a signed hard copy of the Agreement to the Applicant. The executed Non-Disclosure Agreement is attached to this stipulation.

5. If Ms. Linowes wishes to provide the requested information to any other person or discuss the information with another person, Ms. Linowes must identify that person and that person must also sign the Non-Disclosure Agreement and return a signed hard copy to the Applicant.

6. The terms of the Non-Disclosure Agreement and the Committee's confidentiality agreement executed by Ms. Linowes shall govern Ms. Linowes' use and handling of the confidential documents in this docket.

Respectfully Submitted,

Antrim Wind Energy, LLC

By its attorneys,

McLANE MIDDLETON,
PROFESSIONAL ASSOCIATION

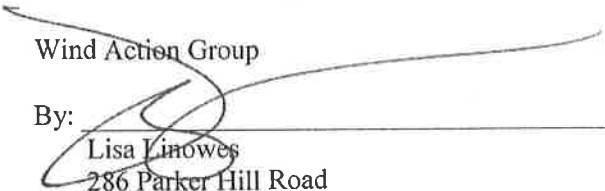
Dated: July 29, 2016

By: Rebecca Walkley
Barry Needleman, Bar No. 9446
Rebecca S. Walkley, Bar No. 266258
11 South Main Street, Suite 500
Concord, NH 03301
(603) 226-0400

barry.needleman@mclane.com

Wind Action Group

By:



Lisa Linowes
286 Parker Hill Road
Lyman, NH 03585

Certificate of Service

I hereby certify that on the 29th day of July 2016, an original and 1 copy of the foregoing Stipulation was hand-delivered to the New Hampshire Site Evaluation Committee.

Rebecca Walkley
Rebecca Walkley

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this "Agreement"), entered into and made effective as of the 21 day of July, 2016, is by and between Antrim Wind Energy, LLC ("Discloser"), a Delaware limited liability company having its principal offices at 155 Fleet Street, Portsmouth, NH 03801 and Lisa Linowes ("Recipient"), having an address at 286 Parker Hill Road, Lyman, NH 03585. Recipient and Discloser are sometimes referred to herein individually as a "Party" and collectively as the "Parties";

WHEREAS, Discloser is the owner and developer of the planned 28.8 MW Antrim Wind Energy Project, which has submitted an application for a Certificate of Site and Facility ("Certificate") to the New Hampshire Site Evaluation Committee ("SEC") in SEC Docket 2015-02;

WHEREAS, on July 6th, 2016 the SEC ordered the Discloser to make certain confidential information of Discloser and other third parties with whom Discloser has an obligation to maintain confidentiality including, without limitation Siemens Energy, Inc., New Hampshire Electric Cooperative, Inc., and Reed & Reed, Inc., available to intervenors in Docket 2015-02 subject to the terms of the SEC order (the "Order"); and

WHEREAS, Recipient is an intervenor in SEC Docket 2015-02 and has filed a motion dated July 15th, 2016 with the SEC requesting such information (the "Motion");

WHEREAS, Discloser and Recipient enter into this Agreement to provide additional clarity around each Party's rights, obligations and remedies with respect to the disclosure and protection of Confidential Information;

Now, therefore, in consideration of the mutual promises and covenants made herein, and with the intent to be legally bound hereby, parties agree as follows:

1. Confidential Information. "Confidential Information" shall mean all information, regardless of the form in which it is communicated or maintained (whether oral, written, digital or visual) and whether prepared by Discloser or not, which is disclosed to Recipient in connection with the Order and the Motion in SEC Docket 2015-02 and including but not limited to all contracts, agreements, technical exhibits information or data, reports, analyses, notes, financial models, term sheets, agreements, lease terms or other information that are based on, contain or reflect any such confidential information. Confidential Information shall not include the following:

- (a) information which is or becomes publicly available other than as a result of a violation of this Agreement;
- (b) information which is or becomes available on a non-confidential basis from a source which is not known to the Recipient to be prohibited from disclosing such information pursuant to a legal, contractual or fiduciary obligation to the Discloser; or

(c) information which the Recipient can demonstrate was legally in its possession prior to disclosure by the Discloser.

(d) information which the Recipient can demonstrate was developed independently by those employees, affiliates, agents or contractors of the Recipient who or which did not have access to the Confidential Information.

2. Nondisclosure and Use of Confidential Information. Confidential Information shall not be used for any purpose other than in connection with the Recipient's role as a party in SEC Docket 2015-02. Confidential Information shall be held in strict confidence by the Recipient and shall not be disclosed in any manner whatsoever without prior written consent of the Discloser.

3. Required Disclosure. In the event that the Recipient is requested or required (by oral questions, interrogatories, requests for information, or by applicable legal or regulatory authority or by any administrative or government body) to disclose any Confidential Information, the Recipient shall promptly notify the Discloser of such request or requirement prior to disclosure so that the Discloser may seek an appropriate protective order and/or waive compliance with the terms of this Agreement, as applicable. In the event that a protective order or other remedy is not obtained by the time that the Recipient is required to disclose the Confidential Information, or the Discloser waives compliance with the provisions hereof, the Recipient agrees to furnish only that portion of the Confidential Information that it reasonably determines, in consultation with its counsel, is legally required to be disclosed, and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information after its disclosure.

4. Remedies. All Parties hereto agree that money damages would not be a sufficient remedy for any breach of this Agreement and that the Discloser shall be entitled to injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Agreement. Such remedy shall not be the exclusive remedy for any breach of this Agreement, but shall be in addition to all other rights and remedies available at law or in equity. In the event of litigation or arbitration relating to this Agreement, if a court or arbitration panel of competent jurisdiction determines that the Recipient has breached this Agreement, Recipient shall be liable to the Discloser for the amount of the reasonable legal fees incurred in connection with such litigation, including any appeal therefrom.

5. Return or Destruction. Upon the conclusion of SEC Docket 2015-02 all Confidential Information in the possession and/or control of the Recipient shall be returned to the Discloser or destroyed, at the option and instruction of the Discloser. Within 14 days of such date, Recipient shall certify in writing to the Discloser that all Confidential Information has been returned or destroyed.

6. No Other Agreement. It is understood that this Agreement is not intended to and does not, obligate parties to enter into any further agreements.

7. No License. It is understood that nothing contained in this Agreement shall be construed as granting or conferring rights by license or otherwise in any Confidential Information disclosed to the Recipient. Further, nothing contained in this

Agreement shall compel the Discloser to furnish information to the Recipient beyond the requirements of the Order.

Nothing contained in this Agreement shall be construed as granting or conferring rights by license or otherwise in any intellectual property of the Discloser, including but not limited to the Discloser's trademarks, trade names, trade dress, logos, copyrights or patents. The Recipient shall not be permitted to use, display or reproduce Discloser's trademarks, trade names, trade dress or logos in any fashion without the express written consent of the Discloser.

8. Amendment. Any amendment to this Agreement must be in writing and signed by an authorized representative of each Party.

9. No Assignment. This Agreement may not be assigned, except with prior written consent of the non-assigning parties (which may be withheld at its sole discretion), and any attempted assignment shall be null and void as to the non-assigning Party.

10. Non-Waiver. No waiver of any provision of this Agreement shall be deemed to be nor shall constitute a waiver of any other provision whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Discloser.

11. Governing Law. The validity, interpretation, enforceability and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire.

12. Term. This Agreement shall remain in force for the duration of SEC Docket 2015-02 at which time it shall expire. Notwithstanding the foregoing, the terms contained in Sections 2, 3, 4 & 5 shall survive any termination or expiration of this Agreement.

13. Affiliate. "Affiliate" means any other person (natural person, corporation, limited liability company, partnership, firm, association, or any other entity whether acting in an individual, fiduciary or other capacity) that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, the Party specified.

14. Notices. Any notices or requests that may be given or made pursuant to this Agreement must be in writing and delivered personally, by registered or certified mail, postage prepaid, by a recognized overnight delivery service or by facsimile, which shall be deemed received upon confirmation of receipt in legible form to the parties at the following:

If to Discloser to:
Antrim Wind Energy LLC, LLC
155 Fleet Street
Portsmouth, NH 03801
Attention: Jack Kenworthy

If to Recipient to:
Lisa Linowes
286 Parker Hill Road
Lyman, NH 03585

Facsimile: (603) 386-6743

18. Entire Agreement. This Agreement constitutes the full and entire agreement between the Parties regarding the confidentiality and use of Confidential Information. Notwithstanding the foregoing, this Agreement in no way alters or diminishes the Recipient's obligations as a party in SEC Docket 2015-02 pursuant to the Committee's July 6th Order on Motion for Protective Order and Confidential Treatment. The Recipient's signed confidentiality agreement, which was submitted together with its Motion is hereby incorporated in full into this Agreement. In the event of any conflict between this Agreement and the confidentiality agreement provided with the Motion, this Agreement shall prevail.

19. Counterparts. This Agreement may be signed in counterparts, each of which may be deemed an original, and all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.

ANTRIM WIND ENERGY, LLC

By:  _____

Its: Executive Officer

Dated: 7/29/16

LISA LINOWES

By:  _____

Dated: July 29, 2016