FIRST AMENDMENT TO PAYMENT IN LIEU OF TAXES AGREEMENT

THIS FIRST AMENDMENT TO THE PAYMENT IN LIEU OF TAXES AGREEMENT (the "Amendment") is made this 24 day of November 2014, by and between the TOWN OF ANTRIM, NEW HAMPSHIRE ("TOWN"), and ANTRIM WIND ENERGY LLC, a Delaware limited liability company with a business address of 155 Fleet Street, Portsmouth, New Hampshire 03801 ("AWE").

WHEREAS, TOWN and AWE entered into a Payment in Lieu of Taxes Agreement ("PILOT") on June 27, 2013 under New Hampshire Revised Statutes Annotated ("NHRSA") § 72:74 et. seq. concerning AWE's planned wind powered electric generating facility in Antrim, Hillsborough County, New Hampshire (the "Facility"); and

WHEREAS, TOWN and AWE desire to amend certain provisions of the PILOT 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 PILOT is amended as follows:

1. **Term.** Numbered paragraph 2 is deleted in its entirety and replaced with the following:

   2. Term. Mindful of RSA 72:74, VI and VII, the parties have determined that a long-term agreement providing predictability of tax revenues and expenses would be advantageous to both the Town and AWE. Accordingly, the term of this Agreement shall be 21 (twenty-one) years, beginning with a "transition tax year" described in Section 4 below and continuing thereafter for 20 additional years (the "Operating Term") as described in Section 5 below. If the Facility fails to achieve commercial operation by December 31, 2018, this Agreement shall be deemed void and of no effect. For the purposes of this Agreement, the term "commercial operation" shall be deemed to have occurred once (a) each Wind Turbine has been commissioned and accepted by AWE in accordance with applicable commissioning and inspection procedures (b) the Facility has been interconnected to the utility electric grid, and (c) AWE has commenced the sale of energy from the Facility on a commercial (rather than test) basis to one or more purchasers. The date on which AWE commences energy sales on a commercial basis shall be deemed the "Commercial Operation Date." AWE shall give the Town written notice of said Commercial Operation Date within seven (7) days after it occurs, together with a proposed letter amendment confirming the Facility's actual Nameplate Capacity and other additional facility information more fully set forth in Section 6 (c) below.

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

TOWN OF ANTRIM, NEW HAMPSHIRE

By: _____

Michael Genest
Chairman
Antrim Board of Selectman

_____

Gordon Webber
Selectman

_____

John Robertson
Selectman

ANTRIM WIND ENERGY LLC

By: _____
Name: John B. Kenworthy
Title: Executive Officer