

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2026
by and between Kelly Family Farm LLC hereinafter referred to as Kelly, and Charles Blanchard
hereinafter referred to as GB, to wit:

RECITALS

By agreement dated August 20, 2024, Kelly Scoville Farm LLC, the predecessor to Kelly Family Farm LLC, redeemed GB's 25% interest in Kelly Scoville Farm LLC and as part of the redemption payment transferred Winchester Tax Map 8 Lot 72 containing 5.5 acres to GB.

At the time of this transfer, the principals of Kelly Scoville Farm LLC did not realize that Tax Map 8 Lot 72 could only be transferred together with two adjoining lots being Tax Map 8 Lot 73 and 73-1 in accordance with the terms of a Conservation Easement Deed from William M. Kelly, Jr., et al to State of New Hampshire dated June 24, 1993 and recorded in Book 1452, Page 585 of the Cheshire County Registry of Deeds.

This conservation easement is managed by the New Hampshire Fish and Game Department which has notified the parties of the breach of the conservation easement and demanded that action be taken to rectify the breach.

NOW THEREFORE, the parties have reached the following agreement:

1. Kelly which now owns Winchester Tax Map 8 Lot 73 and 73-1 will convey these two lots to GB through a new deed that properly references the conservation easement and clarifies that the easement terms also apply to Tax Map 8 Lot 72. Together, these three (3) lots constitute easement parcel 6 and are subject to the terms and limitations of the aforementioned

conservation easement deed. GB must notify the state in writing within 10 days after the transfer of title of the Property, as required by section 5 of the easement.

2. The payment for these two lots will be the rental income derived from the planting of crops by third parties on Tax Map 8 Lots 73 and 73-1 over a period of ten years beginning with the rental income paid to Kelly for the year 2027 which will be around August 1, 2027.

3. Kelly will have the exclusive use of Tax Map 8 Lots 73 and 73-1 and retains the right to rent the use of this property during the terms of this agreement.

4. GB will have no rights to interfere with the planting of crops and if he should, Kelly shall have the right to seek Injunction relief to prevent any interferences.

5. This agreement will be secured by a mortgage from GB to Kelly on Tax Map 8 Lot 73 and 73-1 and Tax Map Lot 72 which Kelly will discharge when the crop rental payment for year 2036 has been received.

6. GB will not have the right to sell the land secured by the mortgage until such time as the mortgage has been paid and any sale must be in accordance with the terms of the aforesaid Conservation Easement Deed.

7. In the event that GB should desire to prepay the aforesaid mortgage, the prepayment price is \$30,000.00 less any amounts received by Kelly for crop rental beginning with the 2027 payment.

KELLY FAMILY FARM LLC

By: _____
William Kelly III

Charles Blanchard

STATE OF NEW HAMPSHIRE, CHESHIRE, SS.

Personally appeared, William Kelly III for Kelly Family Farm LLC, duly authorized, before me, and acknowledged the foregoing this _____ day of _____, 2026.

Notary Public/Justice of the Peace

Typed/Printed Name: _____

My Commission expires: _____

STATE OF NEW HAMPSHIRE, CHESHIRE, SS.

Personally appeared Charles Blanchard, before me, and acknowledged the foregoing this _____ day of _____, 2026.

Notary Public/Justice of the Peace

Typed/Printed Name: _____

My Commission expires: _____