

**DISPOSAL FROM THE
STATE OF NEW HAMPSHIRE
TO
ETHAN ALLEN, INC.**

**CANAAN, VT
CANAAN, VT TOWN CLERK**

COPY

KNOW ALL MEN BY THESE PRESENTS

THAT, The State of New Hampshire, whose mailing address is the Department of Transportation, 1 Hazen Drive, P.O. Box 483, Concord, NH 03302-0483, pursuant to RSA 4:40 and RSA 228:67, for considerations paid to it in hand before the delivery hereof, well and truly paid by Ethan Allen Inc., a Delaware corporation duly organized according to law, whose mailing address is Ethan Allen Drive, Danbury, CT 06813-1966, has remised, released and forever QUITCLAIMED, and by these presents, does remise, release and forever quitclaim unto said Ethan Allen Inc., its successors, and assigns forever:

Any and all interest the State of New Hampshire has in a tract of land, which is a portion of the State-owned North Stratford to Beecher Falls Railroad Corridor, in the Town of Canaan, County of Essex, State of Vermont, bounded and described as follows:

Beginning at a point at the southwesterly corner of the premises hereby conveyed, which point is marked by an iron rod (set) on the northerly sideline of Vermont Route 253, the highway leading from Beecher Falls Village to Canaan Village in the said Town of Canaan, Vermont, the said point of beginning being N68°40'E a distance of 59.7 feet, more or less, from a certain electric transmission power pole marked 301-14, and said point of beginning also marking the eastern most point of land now or formerly of Francis Pare; thence northeasterly along the northerly sideline of Vermont Route 253 on a curve to the right with a radius of 973.6 feet, a central angle of 10°34', for an arc distance of 179.6 feet, a chord bearing of N61°31'E, and a chord length of 179.4 feet to a point; thence N70°48'E along the northerly sideline of Vermont Route 253 for a distance of 410.8 feet to a point; thence continuing along the said sideline of Vermont Route 253 on a curve to the left with a radius of 2,135.6 feet, a central angle of 6°32', for an arc distance of 243.2 feet, a chord bearing of N66°45'E, and a cord length of 243.1 feet to a point; thence N63°41'E along the northerly sideline of Vermont Route 253 for a distance of 322.3 feet to a point marked by an iron rod (set); thence turning and running N52°27'E along land now or formerly of Conrad LaPerle for a distance of 240.2 feet to a point marked by an iron pipe (found); thence N52°26'E along land now or formerly owned by Rosaire Marquis for 66.7 feet to a point marked by a cut granite stone (found); thence N50°48'E along land now or formerly owned by Nancy Marchand for a distance of 66.0 feet to a point marked by an iron rod (set); thence turning and running S40°26'E along land now or formerly of the said Marchand for 164.1 feet to a point marked by a buried iron pipe (found); thence S42°16'E along land of said Marchand for 3.1 feet to a point marked by an iron rod (set); thence N32°15'E along land now or formerly of Roberta Noyes and William Wright and also along land now or formerly of Jacques Bouchard a distance of 363.9 feet to a point marked by an iron rod (set) flush in a gravel driveway; thence turning and running S57°40'E along land of the said Jacques Bouchard for a distance of 64.9 feet to a point marked by an iron rod (set) flush in a gravel driveway; thence turning and crossing the westerly end of that part of Clark Street that extends westerly of Vermont Avenue, also known as Vermont Route 253, on a bearing of N32°26'E for a distance of 33.0 feet to a point marked by an iron rod (set); thence S56°59'E along the northerly sideline of that part of Clark Street that lies westerly of Vermont Avenue for a distance of 63.7 feet to a point marked by an iron rod (set) flush in the gravel; thence turning and

running N29°44'E along the northwesterly sideline of Vermont Route 253, also known as Vermont Avenue, for a distance of 132.2 feet to a point; thence continuing along the northwesterly sideline of Vermont Route 253 on a curve to the right with a radius of 3,361.5 feet, a central angle of 9°13', for an arc distance of 540.6 feet, a chord bearing of N33°31'E and a chord length of 540.0 feet to a point; thence N39°31'E along the northwesterly sideline of Vermont Route 253 for a distance of 270.8 feet to a point at the northernmost (triangular) corner of the premises hereby conveyed; thence turning and running S49°31'W along land of Ethan Allen, Inc., for a distance of 761.1 feet to a point; thence S49°31'W along land of Ethan Allen, Inc., for a distance of 749.0 feet to a point; thence continuing along land of Ethan Allen, Inc., on a curve to the right with a radius of 1,550.5 feet, a central angle of 12°45', for an arc distance of 344.9 feet, a chord bearing of S54°44'W, and a chord length of 344.2 feet to a point marked by an iron pipe (found) at a corner of these premises; thence N40°27'W along land of Ethan Allen, Inc., for a distance of 236.6 feet to a point marked by an iron pipe (found) at another corner of these premises; thence S49°34'W along land now or formerly of Neil E Tillotson and marked by a blazed and orange painted line for 245.0 feet to a point marked by a drilled hole in a boulder; thence S70°24'W along land now or formerly of Tillotson and marked by a blazed and orange painted line for 726.2 feet to a point marked by an iron rod (set) which rod marks the northwest corner of the premises hereby conveyed; thence S34°23'E along land now or formerly of Tillotson and marked by a blazed and painted line for 173.2 feet to a point marked by an iron rod (set); thence S34°25'E along other land formerly of the Maine Central Railroad and now owned by the State of New Hampshire for a distance of 68.7 feet to the iron rod (set) or the point of beginning.

The above-mentioned bearings are all referenced to magnetic north referenced to August 2000 reading as per specifications set forth on the Plan identified hereinafter.

The above describe parcel contains 9.51 acres of land, and is more particularly shown on a certain plan entitled "Plan of Parcel to be Conveyed by the State of New Hampshire To Ethan Allen, Inc., Residual Part Of Beecher Falls M.C.R.R. Railroad Yard Lands, Beecher Falls Village, Canaan, Vermont, Scale: 1 inch = 100 feet, October 17, 2000, REVISED September 19, 2001".

Excepting and Reserving, certain easements for electric transmission lines crossing the said property that may be recorded, and whether shown on the above-mentioned plan or not.

Excepting and Reserving, to the Town of Canaan, Vermont any sewer line easements that may cross said property but are not shown on the above-mentioned plan.

Excepting and Reserving, to the State of New Hampshire by or through its Department of Resources and Economic Development or any successor agency a certain recreational easement, 20 feet in width, crossing the above-described premises and labeled on the above-mentioned plan as "Proposed Recreation Easement" such easement to be used for such regulated recreational uses as its Department may allow for persons on foot or by bicycle or by similar non-motorized vehicles or snowmobiles, excluding automobiles or trucks except for maintenance or emergencies.

Excepting and Reserving, to the State the State of New Hampshire by or through its Department of Transportation of any successor agency a certain rail transportation easement, 30 feet in width, crossing the above-described premises and labeled on the above-mentioned plan as "Rail Transportation Easement" which easement is reserved for potential re-opening for active railroad use provided the State gives the grantee or grantee's successors and assigns at least twelve (12) months notice of its plans and re-opening date for any such renewed railroad use, but further provided that engineering and construction for such new use may commence within six (6) months of the date such renewal notice was given to the grantee, or grantee's successors and assigns as the case may be.

Meaning and intending to convey a portion of that railroad corridor conveyed by the Maine Central Railroad Company to the State of New Hampshire by Quitclaim Deed, and recorded in the Canaan, Vermont Town Clerk's Office on May 6, 1977, in Book 27, Pages 116 - 118.

TO HAVE AND TO HOLD said premises, with all the privileges and appurtenances thereunto belonging to Ethan Allen, Inc., its successors and assigns forever.

IN WITNESS WHEREOF, The State of New Hampshire has caused its name to be set and its seal to be hereunto affixed by the Commissioner of the New Hampshire Department of Transportation, duly authorized and executed this 9 day of October, 2001.

Signed, Sealed and Delivered
in the presence of

Jane A. Moore

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

Carol A. Murray
Commissioner

THE STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this 9 day of October, 2001, before me, LINDA M. CLIFFORD the undersigned officer, personally appeared the Commissioner of the Department of Transportation, and that as such Commissioner, being authorized so to do, executed the forgoing instrument for the purposes therein contained, by signing the name of the State of New Hampshire as the Commissioner of the Department of Transportation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

LINDA M. CLIFFORD
Notary Public
My Commission Expires April 7, 2004

Linda M Clifford
NOTARY PUBLIC

Approved by New Hampshire Council on Resources and Development on November 18, 1999.
Approved by Long Range Capital Planning and Utilization Committee on May 2, 2001.
Approved by Governor and Executive Council on June 6, 2001, Item # 163.

Vermont Property Transfer Tax
326 V.S.A. Chap. 231
- ACKNOWLEDGMENT -
Return Rec'd.-Tax Paid-Board of Health Cert. Rec'd. -
Vt. Land Use & Development Plans Act. Cert. Rec'd.
R: JTB No. 031-01-02
James Sabourin Clerk
January 9, 2002

Canaan, Vermont Town Clerk's Office. Received for record
the above QUIT CLAIMED DEED on January 9, 2002 at 11 o'clock
45 minutes A.M. and recorded in Book 46 Page 23 of Canaan
Land Records.

ATTEST: Maureen Sabersque Asst. Town Clerk

Vermont Planning Agency
322 V.S.A. Chap. 231
- ACKNOWLEDGMENT -
Town Clerk's Office
Canaan, Vermont

DE AGREEMENT TO DEED

COPY

THAT, The State of New Hampshire, whose mailing address is the Department of Transportation, 1 Hazen Drive, P.O. Box 483, Concord, NH 03302-0483, pursuant to RSA 4:40 and RSA 228:67, for considerations paid to it in hand before the delivery hereof, well and truly paid by Ethan Allen, Inc., a Delaware corporation duly organized according to law, whose mailing address is Ethan Allen Drive, Danbury, CT 06813-1966, does hereby covenant, promise and agree, and by these presents, does hereby covenant, promise and agree to and with Ethan Allen, Inc., its successors and assigns forever:

1. That this Side Agreement to Deed is collateral to, and was intended to be a part of a Quitclaim Deed of recent date from this Grantor (State of New Hampshire) to this Grantee (Ethan Allen, Inc.) Which conveyed any and all interest the State of New Hampshire had in a tract of land, which is a portion of the State-owned North Stratford to Beecher Falls Railroad Corridor, in the Town of Canaan, County of Essex, State of Vermont consisting of some 9.51 acres of land as more particularly shown on a certain plan entitled "Plan of Parcel to be Conveyed by the State of New Hampshire to Ethan Allen, Inc., Residual Part Of Beecher Falls, M.C.R.R. Railroad Yard Lands; Beecher Falls Village, Canaan, Vermont, Scale 1 inch - 100 feet, October 17, 2000, REVISED September 19, 2001".
2. That the Covenants and Agreements set forth in this "Side Agreement to Deed" may be considered a supplement to, and a part of, such deed of recent date by this Grantor to this Grantee, and the same is to be recorded in the Canaan Land Records and incorporated in said deed by reference in said Land Records between such deed recording and this Side Agreement as recorded.
3. That this Side Agreement to Deed is given in consideration of the potential and future use of the railroad easement retained by the State of New Hampshire in said deed to Ethan Allen, Inc. and further in consideration of the purchase of such 9.51 acre parcel of land by Ethan Allen, Inc. from this State.
4. By this Side Agreement to said Deed the State of New Hampshire covenants and agrees with Ethan Allen, Inc. that if it does, at some future date, choose to advise Ethan Allen, Inc. of its intent to re-establish such railroad use of such railroad easement, that any such Notice of re-establishment of railroad use will be given in a timely manner as set forth in said Deed, and shall include a notice of the State's intent to carry out these Crossing Rights as set forth in this "Side Agreement to Deed."
5. The Crossing Rights granted by this State Grantor pursuant to this Side Agreement to Deed in perpetuity to Ethan Allen, Inc., its successors and assigns forever, are hereby promised, covenanted and agreed to be as follows:
 - 5-a. The State of New Hampshire, by its Bureau of Railroad Transit, or any successor agency concerned, shall at or before any resumption of any railroad use of its retained railroad easement, shall provide Ethan Allen, Inc, and/or its successors and assigns,

with full opportunity to timely install, at the sole expense of said Ethan Allen, Inc. and/or its successors and assigns, two (2) at-grade vehicular crossings, all within such 9.51 acre parcel, at such two locations as Ethan Allen, Inc. or its successors or assigns shall specify. As this would be within yard track limits, only stop signs and railroad crossbucks shall be required of Ethan Allen, Inc. and/or its successors and assigns, and that they should not be required to install any additional controls, including but not limited to, flashing lights or gates.

6. Notice of this State's intent to re-establish railroad use of this easement, and of providing these two vehicular crossings, shall be given in timely fashion as set forth in said deed of recent date.

IN WITNESS WHEREOF, The State of New Hampshire has caused its name to be set and its seal to be hereunto affixed by the Commissioner of the New Hampshire Department of Transportation, duly authorized and executed this 3 day of January 2007

Signed, Sealed and Delivered
in the presence of

Diane L. Hartford

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

Carol A. Murray
Commissioner

THE STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this 3rd day of January, 2007, before me, Diane L. Hartford the undersigned officer, personally appeared the Commissioner of the Department of Transportation, and that as such Commissioner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the State of New Hampshire as the Commissioner of the Department of Transportation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

DIANE L. HARTFORD
Notary Public
My Commission Expires July 21, 2004

Diane L. Hartford
Notary Public

Canaan, Vermont Town Clerk's Office. Received for record
the above SIDE AGREEMENT TO DEED on January 9, 2002 at
11 o'clock 45 minutes A.M. and recorded in Book 46 Page 26
of Canaan Land Records.

ATTEST: *Nancy Fabrique* Asst. Town Clerk