

KEARSARGE GROUP NET METERING AGREEMENT

This Group Net Metering Agreement (this “Agreement”) is by and among **Kearsarge Old Turnpike Road LLC**, a Massachusetts limited liability company located at 1380 Soldiers Field Road, Suite 3900, Boston, MA 02135 (“Kearsarge”) and the **City of Concord**, located at 41 Green Street, Concord, NH 03301 (“City” or “Member”). The City intends to be a member of a Group Net Metering Arrangement, defined below, with Kearsarge, and, Kearsarge intends to be the Municipal Host, defined below. The City’s Meters, defined below, shall be listed in Schedule A and A-1. The City and Kearsarge may be referred to together herein as “Parties” and individually as “Party”. This Agreement is effective and binding on the Parties as of the date of execution set forth herein.

I. Purpose

The Parties enter into this Agreement to participate in a Group Net Metering Arrangement in accordance with New Hampshire RSA 362-A:9, XIV and House Bill 315 as passed by the Governor and General Court effective August 26, 2021. Under RSA 362-A:1-a, “Municipal Host” means a customer generator with a total peak generating capacity of greater than one megawatt and less than 5 megawatts AC used to offset the electricity requirements of a group consisting exclusively of one or more customers who are political subdivisions, provided that all customers (who shall each be a Member, defined below, of the Group Net Metering Arrangement) are located within the same utility franchise service territory. “Political subdivision” means the state of New Hampshire or any city, town, county, school district, chartered public school, village district, school administrative unit, or any district or entity created for a special purpose administered or funded by any of the above-named governmental units. The Parties agree that the Group Net Metering Arrangement may include additional Meters of Political subdivisions not affiliated with the City.

Under RSA 362-A:1-a, II-c, and, in accordance with this Agreement, Kearsarge shall elect to become a Municipal Host for the purpose of reducing or otherwise controlling the energy costs for the City. Kearsarge, as the Municipal Host, shall provide a list of each Member of the Group Net Metering Arrangement to the Department of Energy, defined below and the electric distribution utility (“Unitil Service Corp.”), and shall certify that all group Members have executed an agreement with it regarding the utilization of kilowatt hours produced by Kearsarge’s eligible facility and that the total historic annual load of the group Members together with Kearsarge equals or exceeds the projected annual output of Kearsarge’s Facility. The Parties understand that this Agreement is subject to the DOE verifying that these Group requirements have been met and Kearsarge’s registration as a Municipal Host. The Parties understand that the Group Net Metering Arrangement under this Agreement shall not be made available to a customer-generator Municipal Host until such Municipal Host is registered by the DOE.

II. Background

- A. Kearsarge shall install and commission a net metering Facility sited on the City of Concord capped landfill located at 75 Old Turnpike Road in Concord, New

Hampshire which is eligible as an electricity generating facility pursuant to RSA 362-A:9, XIV and defined under Puc 902.13 (the “Facility”).

- B. Kearsarge shall elect to become a Municipal Host in accordance with HB 315, RSA 362-A:1-a, II-c and RSA 362-A:9, XIV.
- C. Kearsarge, the City and any additional Members of the Group Net Metering Arrangement shall be customers of the Utility, Until Service Corp., defined below.
- D. Kearsarge is an “eligible customer-generator” as defined in RSA 362-A:1-a, II-b and Puc 902.05.
- E. The sole member and manager of Kearsarge is Kearsarge Solar LLC, which is managed by Andrew J. Bernstein.
- F. The City desires to become a “Member” as defined below and in Puc 902.22.
- G. The Parties have accordingly entered into this Agreement to establish the terms and conditions under which Kearsarge and the City in accordance with the HB 315, RSA chapter 362-A, Puc 902-909 and other applicable law, as may be amended from time to time.

NOW, THEREFORE,

In consideration of the mutual covenants and agreements herein set forth, the Parties hereby agree as follows:

III. Definitions

Capitalized terms used herein but not otherwise defined shall have the following meanings:

- A. “Buyer Party” means the City.
- B. “Department of Energy” or “DOE” means the New Hampshire Department of Energy.
- C. “Effective Date” shall mean the date in which the City and Kearsarge execute this Agreement.
- D. “Environmental Attribute” means all fuel, emissions, air quality, or other environmental characteristic, credit, benefit, reduction, offset, and allowance, howsoever entitled, named, registered, created, measured, allocated, validated, now or hereafter recognized or deemed of value (or both) by DOE, under any applicable Law, or any voluntary program of any governmental authority or other person resulting from the use of generation or the avoidance of the emission of any gas, chemical, or other substance to the air, soil or water attributable to the Facility

during the Term or the generation, purchase, sale, or use of energy from or by the Facility during the Term, and all carbon offsets and all Environmental Attribute reporting rights, including all evidence (if any) thereof, such as renewable energy credits.

- E. “Generation Meter” (See Article VII, A).
- F. “Group” means one or more Members who are customers of the same distribution Utility who have signed an agreement with a Municipal Host as required by RSA 362-A:9, XIV.
- G. “Group Net Metering Arrangement” means an agreement between one or more electric utility customers, located within the same electric company service territory, to combine electricity meters in order to share and allocate Net Metering Credits generated by a net metering facility.
- H. “Lease” means that certain Lease Agreement between the City, as landlord and Kearsarge, as tenant, for the site where the Facility will be located.
- I. “Member” means a customer of the same distribution utility as the municipal host, who signs an agreement to be a member of a group under RSA 362-A:9, XIV, who remains a customer of the same distribution utility as the Municipal Host during its membership in the group, and, except as provided in Puc 902.16, who is not a customer-generator.
- J. “Meters” shall have the meaning given in VI, A of this Agreement.
- K. “Municipal Host” means a customer generator with a total peak generating capacity of greater than one megawatt and less than 5 megawatts AC used to offset the electricity requirements of a Group consisting exclusively of one or more customers who are Political Subdivisions, provided that all customers are located within the same Utility franchise service territory.
- L. “Net Energy Metering” means “net energy metering” as defined in RSA 362-A:1-a, III-a, namely, “measuring the difference between the electricity supplied over the electric distribution system and the electricity generated by an eligible customer-generator which is fed back into the electric distribution system over a billing period.”
- M. “Notice” shall have the meaning given in XV of this Agreement.
- N. “Surplus Generation” means electricity generated by the Facility subject to Net Energy Metering and measured and delivered to the distribution Utility.
- O. “Surplus Generation Payment” means the payment received by Kearsarge from the Utility for Surplus Generation.

- P. “Term” means the Initial Term, Extended Term and Final Term as set forth in the Lease such that this Agreement terminates if the Lease terminates, or any earlier termination of this Agreement as set forth herein.
- Q. “The Whole Net Metering Group” means the whole net metering group including all Members and their Meters currently participating in Group Net Metering Arrangement with the Facility.
- R. “Utility” means the retail electric company serving Kearsarge and the City. The Utility is currently Unitil Service Corp., and all of the Meters are currently serviced by the Utility.
- S. “Volumetric Commitment” means the total annual kilowatt-hours committed by the City within Schedule A and A-1 to the Agreement.

IV. Application to Register As A Municipal Group Host for Group Net Metering

- A. Kearsarge shall, within five (5) days of being registered as a Municipal Host or being denied as a Municipal Host, provide Notice to the City of such registration or denial as a Municipal Host.
- B. Kearsarge shall submit the application to become registered as a Municipal Host with the DOE within sixty (60) days after commencing construction of the Facility, unless such time is extended by the City at the City’s sole discretion.

V. Group Net Metering Arrangement

- A. This Agreement governs the Group Net Metering Arrangement between the Parties as is required by RSA 362-A and any other applicable law.
- B. Kearsarge, as Municipal Host shall administer a Group Net Metering Arrangement, inclusive of the City and any other Members, in accordance with this Agreement with the City, any applicable Agreements with other Members, and applicable law.

VI. Electricity Meters in Group and Municipal Host

- A. The Parties hereto agree that the electricity meters (the “Meters”) listed in Schedule A-1 to this Agreement shall be included as a part of this Group Net Metering Arrangement, which is inclusive of the City. In accordance with PUC 909.06(b), the City may voluntarily amend Schedule A to add or remove Meters from the Group Net Metering Arrangement. The addition of a Meter shall be effective on the Meter’s first meter read date immediately following the new Meter’s addition. The departure of a Meter shall be effective on the Meter’s first meter read date immediately following the Meter’s date of departure. A departing Meter shall receive its allocated share of payments due from Kearsarge, and shall be responsible

for their allocated share of any payments due to Kearsarge, through the effective date of its departure.

- B. Upon the occurrence of the City's Event of Default, the termination of this Agreement, or the expiration of the Term, Kearsarge shall be entitled to remove the City and/or its designated Meters from the Group.
- C. Kearsarge shall provide information related to the addition or removal of any Meters in the Annual Report required by Puc 909.07.

VII. Allocation of Funds Credited by Utility for Surplus Generation

- A. Allocation of Surplus Generation. For the Surplus Generation, the Utility makes a payment to Kearsarge as is required by Puc 909.08 ("Surplus Generation Payment"). Within thirty (30) days of receipt of the Surplus Generation Payment, Kearsarge shall provide a payment to the City according to the allocation method described in Schedule B.
- B. Annual True-Up. The Municipal Host shall be responsible for paying any bill related to the annual true-up calculation required by Puc 909.08(h).

VIII. Ownership of the Facility

Kearsarge owns the Facility. Nothing in this Agreement shall have the effect of passing any right, title or interest in, or liability related to the Facility, to the City or any other person.

IX. Covenants

- A. Exclusivity. Subject to Section XI of this Agreement, the City shall not otherwise enter into a Group Net Metering Arrangement with any other person or entity for the Meters referenced in this Agreement during the Term unless it first removes the Meter from this Agreement according to the terms and conditions described in this Agreement.
- B. Utility. Subject to Section XI of this Agreement, the Parties shall each remain customers of the Utility in good standing at all times during the Term and shall not take any action to cause any Meter to be disconnected or removed from the Utility's service without appropriate Notice. For any Meter disconnected from the Utility's service, the City can offer a replacement Meter with similar volumetric requirements. The Parties shall each pay its obligations to the Utility as the same become due and payable at all times during the Term.
- C. Authorization. Kearsarge is hereby authorized to take all such additional actions, including, without limitation, making any filings and submissions to the Utility, the

DOE and any other applicable regulatory bodies, individually or on behalf of Kearsarge or the City, as may be necessary from time to time to carry out the terms of this Agreement. Within five (5) days of taking any such action herein, Kearsarge shall provide Notice to the City in accordance with this Agreement.

X. Representations and Warranties.

Each Party hereby represents and warrants as follows:

- A. Right, Power and Authority. It has full right, power and authority to enter into this Agreement, and there is nothing which would prevent it from performing its obligations under the terms and conditions imposed on it by this Agreement.
- B. Binding Obligation. This Agreement has been duly authorized by all necessary action of Kearsarge and the City as a Buyer Party, and constitutes a valid and binding obligation on Kearsarge and the City as a Buyer Party, enforceable in accordance with the terms hereof.
- C. True and Accurate. To the best of the Parties' knowledge and belief, the information provided in this Agreement is true and accurate.
- D. Member Load. The City has not entered into any other Group Net Metering Arrangement(s), such that when combined with this Agreement, the City's total load is exceeded.

XI. Term and Termination.

- A. Term. This Agreement shall commence on the Effective Date set forth above, and shall remain in effect during the Term, unless terminated earlier in accordance with this Agreement pursuant to this Section XI and in accordance with applicable law.
- B. Volumetric Commitment Reduction. During the Term, the City may elect to reduce its Volumetric Commitment specified in Schedule A in response to an action by the City to reduce its electricity consumption through energy efficiency and/or elect to undertake a renewable generation project on City property or property owned by any other person or entity located in the City. The City shall provide at least three (3) months' Notice to Kearsarge for any such election to reduce its Volumetric Commitment. Kearsarge shall find, with the City's reasonable efforts to assist, a new Member in the amount of the reduction of the City's Volumetric Commitment as set forth in Section VI.
- C. For Cause Termination by Kearsarge. Kearsarge has the right to terminate this Agreement upon the occurrence of any of the following events (a "City Event of Default"):

(i) Any breach of this Agreement by the City which is not cured within thirty (30) days of written Notice thereof from Kearsarge.

Following a termination of this Agreement for a City Event of Default, Kearsarge has the right, but not the obligation, to terminate the Lease if a replacement Group Net Metering Arrangement is not entered into.

D. For Cause Termination by the City. The City has the right to terminate this Agreement upon the occurrence of any of the following events (a “Kearsarge Event of Default”):

(1) The City fails to receive any Surplus Generation Payment as described in Schedule B from the Host, excluding lack of payment due to no generation, subject to Article XVIII.

(2) Kearsarge fails to generate and provide Surplus Generation Payments to the City equivalent to a minimum of 75% of its annual Volumetric Commitment, subject to the right to cure to the extent applicable in Article XVIII.

(3) Any breach of this Agreement by Kearsarge which is not cured within thirty (30) days of written Notice thereof from the City;

E. All payment obligations of Kearsarge and the City, and all rights and remedies of the Parties hereto, arising prior to the termination of this Agreement shall survive the termination thereof. Upon termination, the Parties shall have no further liabilities towards each other except for those payment obligations, rights, and remedies occurring prior to the termination.

XII. Assignment

The Parties may not assign or transfer this Agreement to any other another person or entity without the other Parties’ prior written consent, and any attempted assignment or transfer without such consent shall be void. Notwithstanding the foregoing, no prior written consent is required in connection with any assignment by Kearsarge: (i) in connection with the financing of the Facility or (ii) with respect to the assignment of the Facility to an affiliate under common control of Kearsarge. Any entity providing financing to Kearsarge for the Facility, shall have the rights set forth in Schedule C attached hereto.

XIII. Environmental Attributes

All Environmental Attributes and any and all rebates, tax credits, and other economic benefits in connection with the Facility shall remain property of Kearsarge or its successors or assigns. Kearsarge shall have the exclusive right to sell, transfer, or convey the Environmental Attributes to any other person in Kearsarge’s sole discretion.

XIV. Liability

Each Party agrees to waive any claim or right against the other and its affiliates for consequential damages or punitive damages; and no Party shall be liable to the other or any affiliate of a Party under this paragraph or otherwise for or as a result of any proceeding in which rates are reviewed or established for either Party by the New Hampshire Public Utilities Commission, DOE or other regulatory body having jurisdiction over this Agreement. Except as provided in Section XI(E), in no event shall Kearsarge or any officer, member, manager, employee, partner, affiliate or owner thereof be liable to the City under this Agreement or otherwise in the event: (i) the Facility fails to generate electricity at any time, (ii) Kearsarge fails to maintain any necessary license, permit or government approval, or (iii) for any error or omission in any filing or instructions submitted by or on behalf of Kearsarge or The Whole Net Metering Group to the Utility or any governmental entity. Notwithstanding anything to the contrary herein, Kearsarge's maximum liability under and in connection with this Agreement (whether in contract, tort, strict liability or otherwise) shall not exceed the aggregate amount of all payments owed to the City according to the allocation method described in Schedule B based on actual Surplus Generation Payment received by Kearsarge from the Utility.

XV. Notices

All notices, requests, demands, claims and other communications (each, a "Notice") hereunder shall be in writing, addressed to the intended recipient as set forth below, or to such other person, address or number as the Party entitled to such Notice shall have specified by Notice to the other Party given in accordance with the provisions of this Section. Any such Notice shall be deemed duly given on the earliest of: (i) when delivered personally to the recipient; (ii) one (1) business day after being sent to the recipient by reputable overnight courier services (charges prepaid); (iii) one (1) business day after being sent to the recipient by facsimile or email transmission; or (iv) four (4) business days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid.

Any Notice hereunder shall be deemed to have been given if in writing and mailed by registered or certified mail, return receipt requested, to the Parties named above, as well as the following:

Kearsarge Old Turnpike Road LLC
c/o Kearsarge Energy LP
1380 Soldiers Field Road, Suite 3900
Boston, MA 02315

City of Concord
Thomas J. Aspell, Jr., City Manager
41 Green Street
Concord, NH 03301

XVI. Fees and Expenses

Each Party will bear its own fees and expenses incurred in the transactions contemplated by this Agreement.

XVII. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of New Hampshire, without giving effect to principles of conflict of laws that would require the application of any other law. In the event of any amendment or repeal of the governing law that alters the fundamental purpose and intent of this Agreement, the Parties shall work in good faith to address any equitable issues that arise and maintain the central purpose of the Agreement. If the Parties are unable to reach an agreement to amend this Agreement in such an event, then either Party may terminate this Agreement upon written Notice to the other Party, and upon such Notice neither Party shall have any further obligations to the other Party under this Agreement. Any termination pursuant to this Section shall not affect either Party's payment obligations for generation prior to such termination.

XVIII. Force Majeure

Kearsarge shall not be responsible for any failure to perform to the extent that Kearsarge is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement and Kearsarge gives Notice and details of the Force Majeure to the City as soon as practicable (and in any event within five (5) business days after becoming aware of the Force Majeure event or circumstance). Kearsarge shall use commercially reasonable and diligent efforts to eliminate or avoid the Force Majeure and, thereafter, promptly and diligently resume performing its obligations under this Agreement. As used herein, "Force Majeure" shall mean any event or circumstance that prevents either Party from performing its obligations under this Agreement, which event or circumstance: (i) is not within the reasonable control, and is not the result of the fault or negligence, of the Party claiming Force Majeure, and (ii) by the exercise of reasonable due diligence, the Party is unable to overcome or avoid or cause to be avoided. Force Majeure will not be based on economic or financial hardship. In addition, a delay or inability to perform substantially attributable to a Party's failure to timely take the actions necessary to obtain and maintain all necessary permits, a failure to satisfy contractual conditions or commitments (unless otherwise caused by an event of Force Majeure), or lack of or deficiency in funding or other resources, shall each not constitute a Force Majeure. Force Majeure shall include, without limitation, events such as: fires; floods; lightning strikes; ground sliding; earthquakes, supply chain delays and delays caused by the Utility, and any disruption of the operations of the Facility as set forth in Section 9.4 of the Lease. If a Force Majeure qualifying event occurs for a duration of nine (9) consecutive months and prevents electricity generation by Kearsarge for that duration, notwithstanding Article XI, D, the Parties may terminate this Agreement and upon termination, neither Party shall have any liability or responsibility to the other Party after the date of such termination except as provided in Section XI(E).

XIX. Dispute Resolution

The Parties shall attempt in good faith to resolve all disputes arising under or with respect to this Agreement promptly by negotiation, as follows. A Party may give the other Party

written Notice of any dispute not resolved in the normal course of business. Representatives of the Parties shall meet at a mutually acceptable time and place within fifteen (15) business days after delivery of such Notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and attempt to resolve the dispute. If the Parties cannot resolve the dispute in this manner, they shall refer the dispute to a mediator. The results of such mediation shall be nonbinding unless otherwise agreed to in writing by both Parties. If the designated representatives and mediation fail to resolve the dispute within sixty (60) days after the delivery of Notice of dispute, then any claim or dispute arising from this Agreement, not resolved through mediation, shall be brought in courts within the State of New Hampshire, and the Parties hereby assent to the jurisdiction of such courts.

XX. Waiver

Failure of either Party to complain of any act or omission on the part of the other Party, no matter how long the same may continue, shall not be deemed to be a waiver by said Party of any of its rights hereunder. No waiver by either Party at any time, express or implied, of any breach of any provision of this Agreement shall be deemed a waiver of a breach of any other provision of this Agreement or a consent to any subsequent breach of the same or any other provision. If any action by either Party shall require the consent or approval of the other Party, the other Party's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any other action on any subsequent occasion.

XXI. Severability

If any term or provision of this Agreement or the application thereof to any Party or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to Parties or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

XXII. Binding Effect

This Agreement and its rights, privileges, duties and obligations shall inure to the benefit of and be binding upon each of the Parties hereto, together with their respective successors and permitted assigns.

XXIII. Entire Agreement

This Agreement represents the full and complete agreement between the Parties with respect to the subject matter contained therein and supersedes all prior written or oral agreements between said Parties with respect to said subject matter. This Agreement may

be executed in one or more counterparts, all of which take together shall constitute one and the same instrument.

XXIV. Further Assurances

Upon the receipt of a written request from the other Party, each Party shall execute such additional documents, instruments and assurances and take such additional actions as are reasonably necessary to carry out the terms and intent hereof. Neither Party shall unreasonably withhold its compliance with any reasonable request made pursuant to this Section.

XXV. Member Authorization.

The Concord, New Hampshire City Council authorized the City to enter in to this Agreement at its XXXXXXXX City Council meeting.

XXVI. Forward Contract; Bankruptcy Code. Kearsarge asserts that this Agreement and the transactions contemplated hereunder are a “forward contract” within the meaning of the United States Bankruptcy Code, and that Kearsarge is a “forward merchant” within the meaning of the United States Bankruptcy Code. Kearsarge further asserts that it is not a “utility”, as such term is used in Section 366 of the United States Bankruptcy Code, and the Buyer Parties agrees to waive and not to assert the applicability of the provisions of Section 366 in any bankruptcy proceeding wherein any of the Buyer Parties are a debtor.

XXVII. Execution. This Agreement may be duly executed and delivered by a Party by electronic “pdf” delivery of the signature page of a counterpart to the other Parties.

IN WITNESS WHEREOF the Parties do hereby execute this Agreement as of the _____
day of _____, 2025.

Kearsarge Old Turnpike Road LLC

By: Kearsarge Solar LLC, its manager

Name: Andrew J. Bernstein
Title: Manager
Date: _____

City of Concord:

By: _____
Name: Thomas J. Aspell, Jr.
Title: City Manager
Date: _____

Schedule A

The Parties hereto agree that Kearsarge and the City, and the Meters shall be included as a part of this Group Net Metering Arrangement:

- (1) The City's Volumetric Commitment: 2,480,000 kilowatt-hours per year
- (2) Kearsarge's generation meter for electricity produced by the Facility, following commencement of commercial operations Kearsarge to provide the account number, meter number, and service address ;
- (3) The City's Meters to be included in the Group Net Metering Arrangement are provided in Schedule A-1. Each of the City Meters receive electricity supply from a competitive electricity provider and delivery services from Unitil Corporation.

Schedule A-1 - Member Meters

Facility	Address	Unitil Account #	CY 2024 Annual Usage
Concord Wastewater Treatment Plant	53 Hutichins Street, Concord	1041419000	1,075,099
Concord Water Plant	Penacook Street, Concord	1020576000	673,840
Concord Police Department	35 Green Street, Concord	1080487000	832,800
Douglas N. Everett Arena	15 Loudon Rd, 741 6261	1120435000	337,748
Total			2,919,487

Schedule B

Kearsarge shall allocate the Surplus Generation Payment as follows:

- (i) On a monthly basis, Kearsarge will receive from the Utility the Surplus Generation Payment. Kearsarge shall pay to the City within (30) days of receiving the Surplus Generation Payment, an amount equal to fifteen (15) percent of the allocated portion attributable to the City's Meters listed in Schedule A-1. The allocated portion shall be calculated as the City's Volumetric Commitment for its Meters in relation to the total annual load of The Whole Net Metering Group.

The payment to the City shall be consolidated for all of its Meters listed in Schedule A-1 and paid in a monthly lump sum payment to the City on a monthly basis. Payment may be made by check or by electronic fund transfer as agreed upon by the Parties.

Payments by Check must be remitted as follows:

Payable to the City of Concord
Attention: Treasurer
41 Green Street
Concord, NH 03301

- (ii) For the purposes of this Agreement, the City's total annual load shall be the total amount of kilowatt hours purchased by the City and billed from the Utility in the prior calendar year for the City's Meters included in Schedule A-1. The sum of the total load of all Members in The Whole Net Metering Group shall be the total annual amount of kilowatt hours purchased by The Whole Net Metering Group and billed from the Utility in the prior calendar year.
- (iii) If the Utility performs an annual true-up and determines that the Facility's Surplus Generation for the previous year exceeded The Whole Net Metering Group's total electric usage for that same year, Kearsarge shall be responsible for paying the reimbursement due from Kearsarge to the Utility. The City shall not be responsible for any costs associated with such a true-up.
- (iv) On an annual basis the City shall provide, in a timely manner, actual monthly consumption for the twelve (12) month calendar period as reported on the Utility invoices for each of its Meters listed in Schedule A-1. The City will use reasonable efforts to provide this information to Kearsarge more frequently than annually.

Schedule C

Certain Agreements for the Benefit of Financing Parties

The Parties hereto acknowledge that Kearsarge will be financing the installation of the Facility either through an institutional lessor, lender or with financing accommodations from one or more financial institutions (each, a “Financing Party”) and that Kearsarge may sell or assign the Facility to such parties and/or may secure Kearsarge’s obligations by, among other collateral, a pledge or collateral assignment of this Agreement and a first security interest in the Facility. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any such Financing Party which Kearsarge has notified the City in writing, the City agrees as follows:

(a) Consent to Collateral Assignment. The City consents to either the sale and leaseback or other similar conveyance to a lessor for financing purposes or the collateral assignment by Kearsarge to a Financing Party that has directly or indirectly provided financing of the Facility, of Kearsarge’s right, title and interest in and to this Agreement.

(b) Notices of Default. The City will deliver to the Financing Party at it’s address if provided by Kearsarge , concurrently with delivery thereof to Kearsarge, a copy of each notice of default given by the City, inclusive of a reasonable description of Kearsarge’s default. No such notice will be effective absent delivery to the Financing Party pursuant to this paragraph. The City will not terminate this Agreement without the written consent of the Financing Party.

(c) Rights Upon Event of Default. Notwithstanding any contrary term of this Agreement:

i. The Financing Party, as collateral assignee, shall be entitled to exercise all rights and remedies of secured parties generally with respect to this Agreement and the Facility, subject to the City’s rights under this Agreement.

ii. The Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Kearsarge thereunder or cause to be cured any default of Kearsarge thereunder in the time and manner provided by the terms of this Agreement. Unless the Financing Party has succeeded to Kearsarge’s interests under this Agreement, nothing herein requires the Financing Party to cure any default of Kearsarge under this Agreement or to perform any act, duty or obligation of Kearsarge under this Agreement, but the City hereby gives it the option to do so and does not waive its rights to pursue any available remedy for failure to cure a default.

iii. Upon the exercise of remedies under its security interest in the Facility, including any sale thereof by the Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Kearsarge to the Financing Party (or any assignee of the Financing Party) in lieu thereof, the Financing Party shall give notice to the City of the transferee or assignee of Kearsarge’s interest in this Agreement. Any such exercise of remedies shall not, in and of itself, constitute a default of the assignment provisions under this Agreement, provided that any assignment of this Agreement in such circumstances is to a party that is acquiring the Facility (or Kearsarge’s leasehold interest in the Facility).

(d) Right to Cure.

i. The City will not exercise any right to terminate or suspend this Agreement unless it shall have given the Financing Party prior written notice by sending notice to the Financing Party (at the address provided by Kearsarge) of its intent to terminate or suspend this Agreement, specifying the condition giving rise to such right, and such condition is not cured within the cure periods provided for in this Agreement. The Parties' respective obligations will otherwise remain in effect during any cure period.

ii. If the Financing Party (including the City or transferee), pursuant to an exercise of remedies by the Financing Party, shall acquire title to or control of Kearsarge's assets and shall, within the time periods described in paragraph (d)(i) above, cure all defaults under this Agreement existing as of the date of such change in title or control in the manner and time periods required by this Agreement, then such person or entity shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

* * * * *