

LEASE AGREEMENT

This Lease Agreement (this “**Lease**”) is entered into on this _____ day of _____, 2025 (the “**Effective Date**”), by and between the City of Concord, a New Hampshire municipal corporation (“**Lessor**”), and Kearsarge Old Turnpike Road LLC, a Massachusetts limited liability company (“**Lessee**”). Lessee and Lessor are each a “**Party**” and collectively, the “**Parties**.”

Recitals

Whereas, Lessor is the owner of a certain parcel of land located at 75 Old Turnpike Road, Concord, New Hampshire, 03301, as set forth in Attachment A-1, containing approximately 52.92 acres of land (the “**Property**”);

Whereas, Lessor issued a Request for Proposals (the “**RFP**”), soliciting proposals for the lease a portion of the Property for the purpose of installing, owning and operating a solar photovoltaic system on the Premises and for the export of solar generated electricity generated by such system to the local distribution company (the “**Utility**”);

Whereas, Lessee submitted a proposal in response to the RFP and Lessor accepted that proposal;

Whereas, the Parties wish to set forth herein the terms and conditions governing Lessee’s use of the Premises.

Now, therefore, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, Lessee and Lessor hereby agree as follows:

Defined Terms. Capitalized terms used in this Lease shall have the meanings ascribed to them in this Lease, or as otherwise set forth below:

“**Applicable Legal Requirements**” means any present and future law, act, rule, requirement, order, by-law, ordinance, regulation, judgment, decree, Governmental Approval or injunction of or by any Governmental Authority, which is applicable to the Lease, the Premises or the System, or any part thereof, or to any condition or use thereof, or to the design, construction, installation, permitting, operation, maintenance, repair and removal of the System, including, but not limited to, the New Hampshire Revised Statutes Annotated (“**RSA**”) (if and as applicable), and all Governmental Approvals.

“**Governmental Approvals**” mean approvals which are required from a Governmental Authority for the use and occupancy of the Premises, and for the design, installation, permitting, operation, maintenance, repair and removal of the System, including any applicable Utility tariff, and any land use and zoning approvals required for the System. (Land

use and zoning approvals required for the System collectively hereinafter “**Land Use Approval.**”)

“**Governmental Authority**” means the United States of America, the State of New Hampshire, and any political or municipal subdivision thereof (including but not limited to Lessor), and any agency, department, commission, board, bureau, committee, official, authority, or instrumentality of any of them, and any independent electric system operator.

“**Qualified Successor**” means a party with expertise in the solar industry and creditworthiness equal to or greater than Lessee.

“**Work**” has the meaning set forth in Section 5.1.

ARTICLE 1. Premises

1.1 Premises. Lessor hereby leases to Lessee, the Premises, comprised of the air rights over, to the extent held by the Lessor, and appurtenant property rights necessary for the Permitted Uses as defined in Article 2. The “Premises.” is a portion of a capped landfill located at 75 Old Turnpike Road, Concord, New Hampshire 03301, subject to any existing easements, is described in Attachment A-2, attached hereto, and incorporated herein, for the sole and exclusive purpose of installing, constructing, operating, maintaining, repairing, and removing a solar photovoltaic system (“**System**”), as described in Attachment B, and for no other purposes. Lessee will provide Lessor the Utility's interconnection agreement to connect the System to the electric grid, and the exact locations for the installation of the cables and related equipment necessary to support the System which are included on the Premises or Property and referred to herein as the “**Cable Area**” as defined in Attachment A-2. The Parties agree to amend Attachment A-2 and Attachment B as necessary to accurately reflect the Premises, Cable Area and as built conditions of the System once construction is completed in accordance with Article 5.1(e) below.

1.2 Appurtenant Rights. Lessor further grants to Lessee, during the period commencing on the Effective Date of this Lease and ending upon the expiration or earlier termination of this Lease, or such additional time as permitted by Lessor for the removal of the System and restoration of the Premises, the following:

(a) If the Premises does not abut a public way, a non-exclusive right of access to the Premises across or through any adjacent area owned by Lessor which is necessary to gain access to the System;

(b) The exclusive use of, and right to develop, design, install and operate the System within the Premises, and the exclusive right to maintain, repair and replace the System throughout the Term of this Lease, subject to the terms of this Lease;

(c) A right of access for the installation, operation, and maintenance of electric lines necessary to interconnect the System to the Utility's electric distribution system; and

(d) Subject to existing easements on the Premises, the exclusive right to receive sunlight at the Premises during every hour of each day that sunlight could be received by the System. Lessor shall not construct, plant, or install vegetation, structures or other objects on the Property that will obstruct the passage of sunlight “insolation” on the Premises; and

(e) Lessee, its agents, representatives, employees, contractors, or invitees shall mow the lawn, or provide other agreed upon lawn and vegetation management, including the use of sheep, Subject to the Applicable Legal Requirements, up to four times a year, within the Premises, and otherwise maintain the Premises.

(f) To the extent requested by Lessee and reasonably necessary, and subject to Applicable Legal Requirements and available space, Lessor, in Lessor’s sole discretion, may provide necessary space on the Property at locations outside the Premises and for such time as specified by Lessor for temporary (i) storage and staging of tools, materials and equipment, (ii) construction laydown, (iii) parking of construction crew vehicles, (iv) vehicular and pedestrian access and access for rigging and material handling, and (v) other temporary facilities reasonably necessary to construct, erect, install and remove the System (collectively “**Staging Area**”). During such time as the Lessee occupies the Staging Area it shall be part of the Premises. The foregoing notwithstanding, Lessee shall not obstruct access to, or interfere with or disrupt Lessor’s use or operations of the Property while using the Staging Area. Lessee shall immediately restore the Staging Area to its condition prior to Lessee’s use, reasonable wear and tear excepted.

The preliminary location of the Staging Area is set forth on Attachment A-2 attached hereto and shall be confirmed by the Parties prior to the start of construction of the System.

1.3 Condition of Premises. Lessee accepts the Premises in its “AS IS” condition, after a full and complete examination of the Premises and the title thereto, and knowledge of its past and present uses and non-uses. Lessee accepts the Premises in the condition and state in which the Premises are in as of the Effective Date without any representation or warranty, express or implied in fact or by law, by Lessor, and without any recourse whatsoever against Lessor as to the title thereto, and as to the nature, condition or usability of the Premises for the Permitted Uses, except as set forth in this Lease. Lessor is not required to furnish any services or facilities or to make any repairs or alterations in or to the System or the Premises. The foregoing notwithstanding, the Parties agree that Lessee is not responsible for conditions on the Premises arising from or related to acts or omissions that both occurred prior to the Effective Date and were not caused by Lessee.

1.4 Utilities. Lessee shall be solely responsible for providing, and paying for, all electrical and other utilities of sufficient capacity to serve the Permitted Uses, which shall be installed in accordance with Applicable Legal Requirements and the reasonable requirements of Lessor, and in a manner that avoids interference to or disruption of other

activities on the Property. Lessor shall have no duty or liability to Lessee with respect to the maintenance, repair, upgrade, replacement, or security of any utilities, including, but not limited to, any electrical transmission or distribution lines, whether such lines are owned by Lessor or any third party. Nor shall Lessor have any liability to Lessee for any damages, including, but not limited to, lost revenue, arising from Lessor's actions or omissions regarding any such maintenance, repair, upgrade, replacement, or security. In the event Lessee desires to undertake any maintenance, repair, upgrade, replacement or security of any electrical transmission or distribution lines owned by Lessor, Lessee may do so at its cost and expense, but only with the advance written approval of Lessor.

ARTICLE 2. PERMITTED USES

Lessee shall use the Premises solely for the purpose of constructing, installing, operating, including the generation and sale of electricity, maintaining, repairing, removing, and replacing the System in accordance with this Lease and Applicable Legal Requirements and uses incidental thereto (the “**Permitted Uses**”). Lessee's use of and activities on the Premises shall at all times conform to Applicable Legal Requirements. Absent written approval by Lessor's legislative and executive bodies, which may be withheld in Lessor's sole and absolute discretion, Lessee shall not use the Premises for any use other than the Permitted Uses.

Lessee agrees that its use of the Premises is subject to, among other things, all Applicable Legal Requirements and Governmental Approvals regulating the use of the Premises and any easements, mortgages and contracts affecting the Premises, or any portion thereof. Lessee further agrees that its use of the Premises is subject to Lessee's strict and full compliance with all such Applicable Legal Requirements.

ARTICLE 3. TERM

3.1 Initial Term. The initial term of this Lease shall commence on the Effective Date and continue for a period of twenty (20) years from the Commercial Operations Date (the “**Initial Term**”), unless earlier terminated, or otherwise extended under the provisions of this Lease, such final date, is the “**Expiration Date**”.

3.2 Extension Term. During the last one hundred eighty (180) days of the Initial Term, the Lessee may request, in writing, a five (5) year extension of the Lease (the “**Extended Term**”). If the Lessee has satisfactorily met all other terms in this Lease per the Lessor's reasonable determination, and subject to the Applicable Legal Requirements, the Lessor shall grant this extension subject to Governmental Authority. The Lessee shall have the opportunity to request another five (5) year extension during the last one hundred eighty (180) days of the Extended Term, on the same condition set forth above (the “**Final Term**”). Rent for each of the 5-year extensions shall be in amounts set forth in Attachment C, Rent.

Should the Lessee wish to continue this Lease after the Final Term, the Lessee shall notify the Lessor, in writing, at least one hundred eighty (180) days prior to the expiration

of the Final Term, of its desire to negotiate a new Lease and the Parties may negotiate a new lease agreement.

3.3 Holdover. If Lessee retains possession of the Premises or any part thereof after the Expiration Date, then Lessor may, at its option, serve written notice upon Lessee that such holding over constitutes (i) a month-to-month tenancy, upon the terms and conditions set forth in this Lease, or (ii) the creation of a tenancy-at-sufferance, and in either event such possession shall be upon the terms and conditions set forth in this Lease. Lessee shall also pay to Lessor any actual damages sustained by Lessor resulting from retention of such possession by Lessee. Lessee hereby agrees that the provisions of this Article shall not constitute a waiver by Lessor of any right of re-entry as set forth in this Lease or otherwise; and that the receipt of any Rent, as defined in Article 4 below, or any other act in apparent affirmance of the tenancy shall not operate as a waiver of Lessor's right to terminate this Lease for Lessee's breach of the Lease by holding over.

3.4 Early Termination Right. Lessor shall have the right to terminate this Lease upon thirty (30) days prior written notice if Lessee fails to commence commercial operation of the System within eighteen (18) months after the Effective Date; provided, however, that such eighteen-month period shall be extended day-for-day for each day that (a) any permit application is pending before either Lessor or the State of New Hampshire, (b) plans and other documents prepared and submitted by Lessee to Lessor pursuant to Article 5 are in possession of Lessor without approval or disapproval by Lessor, (c) an interconnection study application or interconnection application is pending before the Utility, and (d) NMCSAs and a PILOT Agreement are not executed.

ARTICLE 4. RENT

4.1 Lessee agrees to pay to Lessor, Rent for the Premises in accordance with this Lease and Attachment C. Construction Period Rent, Base Rent and Additional Rent and any and all sums to be paid to Lessor by Lessee under the terms of this Lease are referred to collectively as "**Rent**." Rent shall be paid in full after the Effective Date of this Lease in the amounts and on the dates set forth below and in Attachment C. Unless otherwise agreed in writing by the Parties, all Rent and other payments required to be made by Lessee to Lessor under this Lease shall be paid by check payable to the "City of Concord" and delivered to Lessor at the address set forth below, or at such other place as Lessor may from time to time direct by written notice to Lessee. If the Lessee fails to make a Rent payment in full by said date, a penalty fee shall be assessed at the rate of 1.5% per month (18% per annum) at the beginning of each month after the due date until the Rent payment is received and any partial months shall be prorated. In addition, should the Lessee fail to make said Rent payments in full, the Lessee shall automatically be deemed in default of this Lease, and the Lessor may pursue its rights and remedies as set forth within this Lease. Rent expressly excludes utilities and insurance for the Premises, which shall be paid by Lessee directly to those vendors.

4.2 Rent During Construction Period. The “**Construction Period Rent**” means fifty (50) percent of the first year Base Rent payment as defined in Section 4.3 below and shall commence on the first business day of the month following the date that Lessee issues a full notice to proceed to its contractor to commence construction of the Work, with a copy to Lessor. Lessee shall pay Lessor without notice or demand, and without any deduction or set-off whatsoever, Construction Period Rent until Base Rent commences.

4.3 Base Rent.

(a) The Base Rent means bi-annually in arrears at a rate of \$12,500 per MW DC of as built System size if the System is eligible for a thirty (30) percent Investment Tax Credit or \$16,300 per MW DC of as built System size if the System is eligible for a fourth (40) percent Investment Tax Credit, or \$20,000 per MW DC of as built System size if the System is eligible for a fifty (50) percent Investment Tax Credit and shall commence on the first year anniversary of the date that the System receives permission to operate from the Utility and the System generates electric power for delivery to distribution grid and has achieved commercial operations (the “**Commercial Operations Date**”), with an annual escalator of 1.5%. Lessee shall pay Lessor without notice or demand and without any deduction or set-off whatsoever, except as expressly otherwise provided herein, the Base Rent, during the remainder of the Term of this Lease. The Base Rent shall be updated, if applicable, following the Commercial Operations Date based upon the as built System size, the achieved Investment Tax Credit, and any modifications to the Annual Payment under the PILOT Agreement. An updated Rent Schedule similar to the one shown in Attachment C, shall be provided. Investment Tax Credit refers to Section 48 of the Internal Revenue Code of 1986, as amended and regulations promulgated thereunder related to energy property.

(b) The Parties acknowledge and agree that the Base Rent has been calculated based on certain pricing assumptions related to interconnection of the System. In the event there is a material increase or decrease in the cost to interconnect the System, the Parties agree that the Base Rent set forth herein shall be adjusted on a pro rata basis for any such increase or decrease in interconnection costs. Specifically, to the extent actual utility-side interconnection costs incurred to interconnect the System, including without limitation applicable distribution and transmission level costs, as confirmed in writing by the Utility following the Commercial Operations Date, are less than \$100,000 per MW DC (such amount, the “**Baseline ISA Cost**”), the Lessee shall pay as an Additional Rent payment, in addition to any other payments required hereunder, an amount equal to the difference between the Baseline ISA Cost and such actual utility-side interconnection cost payable by Lessee. Said Additional Rent payment shall be made on the next bi-annual Base Rent payment date following such written confirmation of such interconnection costs by the Utility following the Commercial Operations Date.

(c) The Parties acknowledge and agree that the Base Rent also includes State Utility Property Tax at a rate of \$6.60 per thousand dollars of value.

4.4 Additional Rent. On and from the Commercial Operations Date, Lessee shall pay or cause to be paid as “**Additional Rent**,” before any fine, penalty, interest or cost may be added thereto for the non-payment thereof, relating or attributable to the Premises, the System, and/or Lessee's use of the Premises and/or the System, whether or not the charges from a Governmental Authority are assessed directly against Lessee or through (or in the name of) Lessor, it being the intention and purpose of this Lease, and the agreement of the Parties, that the Base Rent shall be absolutely net to Lessor so that this Lease shall yield net to Lessor the Base Rent specified herein, and that all costs, expenses, and obligations of every kind and nature whatsoever relating to the Premises and their use and occupancy which may arise or become due during the Term shall be paid or discharged by Lessee as Additional Rent, except as expressly provided in this Lease such as the payment of personal and property taxes as set forth below. Further, if Lessee adds to the System in a manner that increases the MW DC capacity of System, Lessee shall increase the Rent to reflect the increased capacity of the System.

4.5 Property Taxes. Upon the Effective Date, Lessee shall have the responsibility to pay any personal property taxes, real estate taxes, assessments, or charges owed on the Premises which are the result of Lessee's occupation of the Premises and/or the Permitted Uses, including any increase in real estate taxes at the Premises which arises from the Lessee's improvements and/or Lessee's Permitted Uses. Pursuant to RSA 72:23, I(b), the failure of the Lessee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate this Lease by the Lessor.

The Parties agree and understand that Lessee qualifies for a payment in lieu of tax (PILOT) agreement under RSA 362-A:6-a. Lessee opts to enter into a PILOT Agreement to satisfy its Property Tax obligation at the rate of \$2,000 per MW DC as built size fixed for a twenty (20) year term and the Parties agree to negotiate a PILOT Agreement. Such PILOT is subject to approval of the Concord City Council.

ARTICLE 5. SYSTEM CONSTRUCTION, INSTALLATION, AND OPERATION

5.1 Work.

(a) Subject to the terms of this Lease, and Applicable Legal Requirements, Lessor hereby consents to the installation and construction of the System by Lessee on the Premises, including, without limitation, the installation of solar modules, ballasted mounting substrates or supports, wiring and connections, power inverters, service equipment, metering equipment and utility interconnections (hereinafter referred to as “**Work**”). No Work shall occur until Lessee has obtained all Governmental Approvals necessary for the Work, including, but not limited to, permits and approvals of any Governmental Authority, and until Lessor has approved the NHDES Plans under paragraph (c) below. Lessee will be responsible for obtaining and maintaining, at its sole cost and expense, all Governmental Approvals, including but not limited to all permits

necessary for the Work and any and all other improvements by Lessee on or at the Premises. Notwithstanding anything to the contrary herein, the execution of this Lease does not to any extent provide a waiver of any permit or approval the Lessee may require from the City of Concord. Any topsoil at the Premises which is disturbed, excavated, or displaced as part of the Work shall remain the property of the Lessor and shall not be removed or relocated from the Premises except in accordance with the permission and direction of the Lessor and at Lessor's cost and expense. To the extent that any excavation is subject to New Hampshire's excavation tax under RSA 72-B, Lessee shall be responsible for paying said tax. To the extent that any tree removal is subject to New Hampshire's Timber Tax under RSA 79, Lessee shall be responsible for paying said tax.

(b) Before commencing the Work, Lessee shall carefully evaluate the Premises for the installation of the proposed System, and Applicable Legal Requirements, including but not limited to any permits required by the New Hampshire Department of Environmental Services ("**NHDES**"), to determine whether, in Lessee's opinion, the Premises is ready and in an appropriate condition for installation of the System. Lessee shall prepare all analyses, studies, documentation and applications, or pay the costs associated with any such materials that must be prepared by or on behalf of Lessor, as required by NHDES for the reuse of the Premises for the installation of the System.

(c) Notwithstanding anything to the contrary in the Lease, at least forty-five (45) days before submittal of application materials to NHDES, Lessee shall furnish to Lessor for Lessor's approval, which approval shall not be unreasonably withheld, conditioned or delayed, copies of all proposed design plans, drawings, specifications, and detailed schedules for such Work necessary to comply with NHDES Applicable Legal Requirements (together, the "**NHDES Plans**"), together with such funds sufficient to pay for the Lessor's designated agent or consultant to review said plans (such funds not to exceed fifteen thousand (\$15,000) dollars). Lessor shall be deemed to have approved such NHDES Plans if Lessor has not notified Lessee of any objections to such materials within forty-five (45) days after receipt thereof. If Lessor notifies Lessee of any comments or objections within the specified time, then Lessee shall respond with seven (7) business days and Lessor shall have seven (7) business days after receipt of the response to approve the NHDES Plans or approval will be deemed granted. This review is in addition to, and not a limitation of, any regulatory review or process required by Applicable Legal Requirements or any Governmental Authority, including, but not limited to, any such review or process required by the Lessor's Board of Health, Planning Board, Zoning Board of Appeals, and/or Building Department.

(d) Lessee shall notify Lessor in writing at any time prior to the commencement of the Work if it is unable to obtain the Governmental Approvals for the Work and Permitted Use and this Lease will terminate on the date Lessor receives such notice and neither Party will have any further obligation to the other Party set forth in this Lease. Lessee shall provide Lessor with a full site safety plan to govern the Work.

(e) Notwithstanding anything to the contrary in the Lease, at least twenty (20) business days before commencing the Work, Lessee shall furnish to Lessor copies of all final pre-construction design plans, drawings, specifications, and detailed schedules that received Governmental Approvals for such Work (“**Final Plans and Specifications**”) and a plan covering all aspects of work required to dismantle, decommission and remove the System from the Premises as required to satisfy Governmental Approvals (the “**Decommissioning Plan**”). Lessee shall schedule a pre-construction meeting with Lessor at least fourteen (14) days before commencement of any Work at the Premises to discuss the Final Plans and Specifications and Lessor’s anticipated activities at the Premises during the construction period. Lessee shall coordinate all such Work with Lessor’s Monitoring Activities at the Premises. Lessee shall provide any vegetative screening as may be required by Land Use Approvals.

(f) Lessee will cause the System to be designed, engineered, installed, constructed, operated, maintained, monitored, tested and inspected in accordance with all Applicable Legal Requirements, the terms of the Lease, applicable standards of care, prudent industry practices, and manufacturers’ and construction contractors’ warranties, instructions, specifications and recommendations, and the Final Plans and Specifications approved by Lessor under paragraph (e) above, and shall pay for all costs and expenses arising therefrom. Unless otherwise requested by Lessor, Lessee shall keep Lessor informed on a bi-monthly basis regarding the progress, scheduling and coordination of the Work. Lessee shall undertake and prosecute the Work using commercially reasonable and diligent efforts, and without unreasonable delay or interruption, subject to delay by the Utility and Force Majeure, with a proposed schedule of Work set forth in Attachment D.

(g) Promptly following the completion of the Work, Lessee shall provide Lessor with “as-built” drawings, stamped by a New Hampshire licensed professional architect or engineer, setting forth in detail the location of all components of the System and Premises. In addition, Lessee shall (i) post the Decommissioning Assurance as provided in Article 15, and (ii) provide persons designated by Lessor with training and instruction regarding the functions of the System and actions to be taken in the event of an emergency relating to the operation of the System or a risk of damage to property or persons as a result of such operation.

(h) Lessee understands that Lessor is responsible for performing certain Monitoring Activities in connection with the Premises. and that Lessor’s performance of such Monitoring Activities is for Lessor’s, and not Lessee’s, benefit. Lessee represents that it has been afforded full opportunity to thoroughly familiarize itself with the Monitoring Activities, and agrees that it shall not interfere with or disrupt such Monitoring Activities.

5.2 Additional Rights. Subject to Applicable Legal Requirements and the terms of the Lease, including paragraph 6.1 below, Lessee shall also have the right from time to time during the Term to (a) maintain, clean, repair, replace and dispose of part or all of the System in Lessee’s discretion; (b) to add to or remove the System or any part thereof; and

(c) perform, or cause to be performed, all tasks necessary to carry out the Permitted Uses or carry out the activities set forth in this Article 5.

5.3 Access to and Use of Leased Premises. Subject to the terms of this Lease, and Applicable Legal Requirements, Lessee shall have access to the Premises twenty-four (24) hours, seven (7) days a week for the purpose of performing the Work and Permitted Uses, in accordance with the Applicable Legal Requirements, provided however, except in the case of emergency or with the Lessor's advance written permission, Work, maintenance and repairs and similar work shall be undertaken only on Business Days during the hours of 7:00AM to 7:00PM and on Saturdays and Sundays during the hours of 9:00AM to 7:00PM, and otherwise subject to the Lessor's Noise Ordinance.

5.4 Mechanics Liens. Lessee shall not permit any mechanics' liens, or similar liens, to remain upon the Premises for labor and material furnished to Lessee or claimed to have been furnished to Lessee in connection with the Work at the direction of Lessee, and shall cause any such lien to be released of record or bonded over without cost to the Lessor within thirty (30) business days after Lessee receives notice of filing of same. In addition to any other rights and remedies available to Lessor, Lessee agrees to indemnify, save, defend, and hold harmless the Lessor against, of and from all costs, liabilities, suits, penalties, claims and demands, including reasonable attorneys' fees, resulting from any such mechanics' lien.

5.5 Changes, Alterations. Lessee shall obtain Lessor's prior written consent, which will not be unreasonably withheld, conditioned or delayed and any approval and consent that may be required or advisable pursuant to any Governmental Approval and Applicable Legal Requirement, prior to making any material or structural alterations, changes, or additions to the System or Premises. Lessee shall follow the review and approval procedures and standards set forth in this Article 5 to obtain Lessor's consent. For avoidance of doubt, the Additional Rights set forth in Section 5.2 are not subject to this provision.

5.6 Insurance for Lessee's Work. During the performance of the Work and any other improvements approved by Lessor, Lessee shall have and maintain in force commercial general liability and property insurance, builder's risk insurance covering Lessor (with no exclusion for design or construction defects, errors, or omissions), and workmen's compensation insurance if applicable affording applicable statutory coverage and containing statutory limits, all in compliance with the provisions of Article 11.

5.7 Bonds.

Prior to commencement of the Work, Lessee shall furnish the Lessor with payment and performance bonds in the amount of 100% of the total construction costs, guaranteeing the performance of the Work and the payment of all legal debts that may be incurred by reason of the Lessee's performance of the Work.

Each bond shall be maintained for the entire length of the construction period, with originals submitted to the City of Concord's Purchasing Manager, and shall be modified to reflect any price increases.

5.8 Lessor Access/Inspection Rights/Notice of Damage.

(a) Lessor may, upon reasonable prior notice to Lessee, except in the case of an emergency, in which event Lessor will give notice as soon as practicable, enter upon any and all portions of the Premises for the purpose of ascertaining their condition or whether Lessee is observing and performing the obligations assumed by it under this Lease. Lessor shall use its best efforts to exercise such right in a manner that does not disrupt Lessee's Permitted Uses. The foregoing notwithstanding, the Lessor, their assigns and/or representatives, shall have full access to the Premises at all times and without restrictions, and Lessee shall provide the Department of General Services and such other Governmental Authorities as the Lessor shall reasonably specify (for example fire department; police) to any locked gates or other security measures limiting access to the Premises. If, at any time during the Work, any City of Concord inspector or code enforcement official determines that the Work poses a safety risk to the City of Concord or its property or persons, he or she may issue a stop work order and the Lessee shall cease the Work until such time as the risk has been remediated or abated to the satisfaction of the official. Lessor is not responsible for the security of the Premises, except to the extent of any act or omission by Lessor causing harm or damage in accessing the Premises as set forth herein.

(b) During the course of construction and any substantial alteration or modification of the System, Lessee shall maintain all plans, shop drawings, and specifications relating to such construction so that Lessor, its agents, or contractors may examine at reasonable times upon reasonable prior notice.

(c) Lessee shall promptly notify Lessor of any damage to or loss of use of the Premises or System, and of any events or circumstances of which Lessee is aware that may result in damage or loss of use of the Premises or System.

5.9 [Intentionally Omitted]

5.10 [Intentionally Omitted]

5.11 Signs. During the term of this Lease, Lessee may, with the Lessor's prior written consent, at its own expense, erect and place a sign on the Premises, identifying the name of the Lessee. Said sign or signs shall be of a size, shape, and design, at a location or locations, approved by the Lessor and in conformance with the Applicable Legal Requirements. In addition, the placement of the sign shall be subject to the Lessor's approval, which shall not be unreasonably withheld, conditioned or delayed. The Lessee shall remove, at its own expense, any sign erected on the Premises within ten (10) business

days of the Expiration Date and restore the Premises where the sign was located to its original condition as of the Effective Date, subject to normal wear and tear.

ARTICLE 6. REPRESENTATIONS AND WARRANTIES,
COVENANTS OF LESSOR

6.1 Authorization. The Concord City Council authorized the City Manager to execute this Lease on [REDACTED]. As a result, Lessor represents and warrants that Lessor: (i) has been duly authorized to enter into this Lease by all necessary action; and (ii) will not be in default under any agreement to which it is a Party with respect to the Premises by entering into this Lease or performing its obligations hereunder.

6.2 Capped Landfill. Lessor hereby represents and warrants that the Premises includes a portion of the Concord Capped Landfill which was closed in 1990 and capped in 1995 (the “**Capped Landfill**”). The Capped Landfill is unlined and contains gas monitoring and venting systems, which Lessor is responsible for monitoring to confirm compliance with Environmental Laws, defined in Article 9 (the “**Monitoring Activities**”). The NH DES Permit number for the Capped Landfill is DES-SW-TP-04-016.

6.3 No Interference With System. Lessor will not knowingly conduct or allow activities on, in or about the Premises that will cause material damage to or otherwise materially and adversely affect the System and/or its operations, including the Monitoring Activities. Lessor hereby represents and warrants that the Property has an open and active Transfer Station, which will not interfere with the Premises or Lessee’s Permitted Use. Lessor further hereby represents that there is an existing ten (10) foot wide utility pole easement on the Property recorded in the Merrimack County Registry of Deeds at Book 1880, Page 2524 (the “**Existing Utility Easement**”). Lessor represents and warrants that it is working with the Utility to move the Existing Utility Easement off of the Capped Landfill onto another location on the Property and neither the Existing Utility Easement nor the relocated Existing Utility Easement will adversely impact the Permitted Uses. Lessor agrees to enter into a License Agreement with the Lessee and the Utility, whereby granting access rights for placement and maintenance of equipment to interconnect the System to the Utility distribution system.

ARTICLE 7. REPRESENTATIONS AND WARRANTIES,
COVENANTS OF LESSEE

7.1 Authorization; Enforceability. The execution and delivery by Lessee of this Lease, and the performance of its obligations hereunder, have been duly authorized by all necessary action, do not and will not require any further consent or approval of any other person, and do not contravene any provision of, or constitute a default under, any indenture, mortgage or other material agreement binding on Lessee or any valid order of any court, or regulatory agency or other body having authority to which Lessee is subject. This Lease constitutes a legal and valid obligation of Lessee, enforceable against Lessee in accordance

with its terms.

ARTICLE 8. MAINTENANCE

8.1 Maintenance of Premises. Lessee shall all at its sole cost and expense keep the Premises clean, and safe in accordance with prudent industry practices and shall not commit, or permit its agents, employees, representatives or invitees to commit, waste to the Premises. If Lessee or its agents, employees, representatives, or invitees (including sublessees) damage the Property, or any property of Lessor or any other Lessee on the Property, Lessee shall, at its sole cost and expense, promptly and in accordance with Applicable Legal Requirements repair and restore the Property and any other property of Lessor. Lessee shall be responsible for the removal of all of its trash and waste from the Premises. Lessor shall, for its own benefit and not for the benefit of Lessee, be responsible for using reasonable efforts to maintain the physical security of the Premises against known risks and risks that should have been reasonably known by Lessor.

8.2 Maintenance of System. Lessee shall maintain and repair the System and related equipment in accordance with prudent industry practices all at its sole cost and expense. Lessor shall have no duty or liability to Lessee with respect to the maintenance or repair of the System, unless Lessor caused damage to the System.

ARTICLE 9. HAZARDOUS MATERIALS

9.1. Hazardous Materials. “**Hazardous Materials**” are any hazardous, toxic or radioactive materials, substances or waste, as defined in federal or state law, including petroleum products, regulating or addressing the generation, storage, use, or transportation of such materials, including but not limited to New Hampshire Law; the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §1801, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq.; the Clean Water Act, 33 U.S.C. §1251, et seq.; the Clean Air Act, 42 U.S.C. §7401, et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §136, et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601, et seq.; the Emergency Planning and Community Right to Know Act (SARA Title III), 42 U.S.C. §11001, et seq.; and any rules, regulations or orders promulgated pursuant thereto (collectively, the “**Environmental Laws**”).

9.2. Lessee Hazardous Activities. Lessee agrees that it shall not, nor allow others under its control (including subleasees and licensees) to, use, generate, store, or dispose of any Hazardous Material on, under, about or within the Property, in violation of any of the Environmental Laws.

9.3. Lessor Hazardous Materials. Lessee shall not be responsible for or have any liability for any pre-existing Hazardous Materials encountered or located at, under or on the Property and/or Premises (“**Lessor Hazardous Materials**”). Upon encountering any materials that Lessee suspects may constitute Lessor Hazardous Materials, Lessee shall

immediately notify Lessor and may suspend Work in the affected area as reasonably necessary until such materials are properly remediated by Lessor. Notwithstanding the foregoing, Lessee shall be responsible and liable for or any release in violation of Environmental Laws of any Lessor Hazardous Materials caused by the act or omission of Lessee, or those for whom the Lessee is legally liable.

9.4. Monitoring Activities. Lessor shall provide Lessee reasonable advance written notice prior to accessing the Premises for performing the Monitoring Activities. Any Lessor contractor performing the Monitoring Activities on behalf of Lessor shall provide Lessee with a valid Certificate of Insurance in accordance with Section 11.5 prior to accessing the Premises. Lessor shall use its reasonable good faith efforts to perform the Monitoring Activities with minimum interference to the use of the Premises and without disruption to the operation of the System. In the event that any component of the Capped Landfill requires repair or replacement, through no fault of Lessee, then Lessee will, at Lessor's sole cost and expense, cooperate with Lessor to relocate those portions of the System and/or related equipment necessary for the repair or replacement of the Capped Landfill to be performed so as to minimize System down time. Lessee shall, as its sole remedy, be entitled to, for any disruption to the operation of the System resulting from the Lessor's performance of its obligations related to the Capped Landfill, including the Monitoring Activities: (i) an equitable adjustment to the Rent; (ii) an equitable adjustment, for the allocated percentage of net metering credits, of Section 2.2 minimum output as set forth in that certain Net Metering Credit Sales Agreement between Lessor, as purchaser and Lessee, as provider of even date hereof (the "NMCSA") and that certain Net Metering Credit Sales Agreement between Lessee, as provider and a community solar offtaker; and (iii), reimbursement for any damages or lost revenues incurred under any Renewable Energy Certificate and/or capacity contracts.

9.5. Environmental Indemnity. Both Parties agree to defend, hold harmless and indemnify one another from and to assume any and all claims, suits, penalties, obligations, damages, losses, liabilities, payments, costs and expenses (including without limitation reasonable attorneys' fees) (collectively, "**Claims**") arising from (i) the failure by either Party or its agents, employees, contractors, subcontractors, licensees or invitees (collectively, the "**Indemnified Parties**") to comply with any applicable Environmental Laws, and (ii) any Hazardous Materials on or about the Premises from and after the Effective Date which are in any way caused by or related to the acts or omission of any of the Indemnified Parties.

9.6. Costs. The indemnifications and covenants of paragraph 9.5 above specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Premises conditions or any clean-up, remedial, removal or restoration work required by any Governmental Authority.

9.7. Survival. The provisions of this Article 9 will survive the expiration or termination of this Lease.

ARTICLE 10. INDEMNIFICATION; RELEASE

10.1 Indemnity. In addition to any other rights and remedies available to Lessor, Lessee shall indemnify, hold harmless, release and defend Lessor from and against all Claims: (a) arising directly or indirectly from the failure of a Lessee to materially comply with the terms of this Lease, and/or Applicable Legal Requirements; (b) caused by or arising, directly or indirectly, from the act, omission, or negligence on the part of Lessee, its employees, contractors and/or agents; (c) relating to any work done or action taken during the Term of this Lease in, on or about the Premises or any part thereof, including, but not limited to, the Work and any other improvement on the Premises, by any of the Lessee; and (d) relating to the use, non-use, possession, occupation, condition, operation, maintenance or management of the Premises or any part thereof during the Term of this Lease by Lessee its employees, contractors and/or agents.

10.2 Release. Lessor shall pay Lessee the reasonable cost to repair damage to the System caused by the negligent acts of the Lessor, its employees or agents.

10.3 Limitation on Liability. Except as otherwise provided in the Lease, Lessor shall in no event be liable for any indirect, consequential, punitive, or special damages, loss of profit or the like, whether or not such damages are deemed foreseeable, and Lessee hereby WAIVES any claims that Lessee may have against Lessor with respect to such damages.

10.4 No Personal Liability. To the fullest extent permitted by law, no official, employee, agent or representative of Lessor shall be individually or personally liable for any obligation or liability of Lessor under this Lease.

10.5 Survival. The provisions of this Article 10 shall survive for any Claim that arose prior to the Expiration Date.

ARTICLE 11. INSURANCE

11.1 Required Insurance. Lessee, and any of its contractors or subcontractors shall maintain the following insurance, which including all services performed, it insures the System and all Lessee property, and which names the Lessor as an additional insured on a primary and noncontributory basis with a waiver of subrogation, by endorsement:

Commercial General Liability

General Aggregate	\$2,000,000
Products-Completed Operations Agg.	\$2,000,000
Personal and Advertising	\$1,000,000
Each Occurrence Injury	\$1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Expense (Any One Person)	\$ 5,000

Commercial Automobile Liability

Combined Single Limit	\$1,000,000
Workers Compensation, as applicable	
NH Statutory including Employers Liability	
- Each Accident/Disease-Policy Limit/Disease-Each Employee	\$100,000/\$500,000/\$100,000
Commercial Umbrella	
May be substituted for higher limits required above	\$5,000,000 Other
Professional/Errors & Omissions	\$5,000,000
Environmental – Pollution Liability	\$1,000,000

11.2 General Requirements. The following conditions shall apply to the insurance policies required herein:

(a) Lessee shall submit certificates of insurance for all coverage required hereunder prior to the commencement of the Work and annually prior to the policy expiration date, or at Lessor's reasonable request, together with such other relevant insurance documentation as Lessor may reasonably request. All the insurance required under this Article 11 shall name Lessor as additionally insured with respect to commercial general, automobile and umbrella liability, and all insurance policies and certificates shall include a provision requiring thirty (30) business days' written notice to Lessor of any cancellation, material change, or reduction in coverage.

(b) All insurance of Lessee shall be primary with respect to any insurance maintained by Lessor and shall not call on Lessor's insurance for contributions.

(c) All insurance shall be issued through valid and enforceable policies issued by insurers authorized to transact insurance business in the State of New Hampshire and having an A- or better financial rating from a recognized insurance accreditation institution (such as A.M. Best Company).

(d) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as the limits in combination equal or exceed those required herein.

(e) Lessee's failure to obtain, procure or maintain the required insurance shall constitute a material breach of this Lease.

(f) Lessee's obligation to hold harmless and indemnify Lessor as specifically required by this Lease shall not be limited by the requirement for, or existence of, insurance coverage.

(g) Lessor shall have the right to require Lessee to increase such limits when, during the term of this Lease, minimum limits of liability insurance commonly and customarily carried on properties comparable to the Premises by responsible Lessees are more or less generally increased, it being the intention of this sentence to require Lessee to take in account of inflation in establishing minimum limits of liability insurance maintained from time to time on the Premises, but not without thirty (30) days advanced written notice to Lessee.

11.3 Lessor's Cure Rights. In the event of Lessee's failure, in whole or in part, at any time during the Term of this Lease or thereafter, to obtain insurance required to be carried by Lessee under the provisions hereof or to provide such evidence thereof in timely fashion, Lessor shall have the right (but shall not be obligated) to procure such insurance and Lessee shall pay to Lessor the costs and expenses thereof as Additional Rent, or Lessor may, in its discretion, deduct such costs and expenses from amounts otherwise due from Lessor to Lessee under the Lease, but not without thirty (30) days advanced written notice to Lessee.

11.4 Insurance Proceeds for Damage to Property. In the event any damage to the Premises, is covered by insurance, Lessee and Lessor shall cooperate with each other and their respective insurers and use commercially reasonable efforts to ensure full coverage and reimbursement for their respective interests. Lessor and Lessee shall procure endorsements from its insurer on any property insurance policies to waive subrogation or consent to a waiver of recovery in favor of either Party, its respective agents or employees.

11.5 Lessor Insurance. The Lessor, for itself, its officials and/or employees, carries liability, property and workers compensation coverages, subject to applicable terms, limits, conditions and exclusions. The Lessor will maintain comparable coverage or it will self-insure in a comparable manner during the term of the Lease. Lessor will cause its contractors working on the Property to maintain customary liability insurance.

ARTICLE 12. DEFAULT

12.1 Default by Lessee.

(a) It shall be an Event of Default if Lessee fails to pay Rent or comply with any provision curable by the payment of money, when due hereunder and such failure continues for ten (10) days after written notice from Lessor that the same is due;

(b) It shall be an Event of Default if Lessee fails to perform or observe any other term or condition contained in this Lease and such failure is not cured within thirty (30) days after written notice from Lessor, provided, however, that if such failure is of such a nature that Lessee cannot reasonably remedy the same within such thirty (30) day period, no such failure will be deemed to exist if Lessee promptly commences to cure the default within such thirty (30) day period and prosecutes the same to completion with reasonable diligence (but in no event later than sixty (60) days from the date of the notice from Lessor unless otherwise agreed upon in writing); or

(c) It shall be an Event of Default if Lessee shall be declared bankrupt or insolvent according to Applicable Legal Requirements, or, if any assignment shall be made of Lessee's property for the benefit of creditors, or a receiver or trustee is appointed to take over and conduct the business of Lessee, whether in receivership, reorganization, bankruptcy or other action or proceeding, and such bankruptcy or insolvency proceeding, receivership or trusteeship shall not have been vacated not later than ninety (90) days after

such declaration, election or appointment, unless (i) such debtor in possession, receiver or trustee shall have within said ninety (90) days shall have remedied all defaults under this Lease; and (ii) such debtor in possession, receiver or trustee shall have within said ninety (90) days executed an agreement, duly approved by Lessor, whereby such debtor in possession, receiver or trustee shall assume and agree to be bound by each and every term, provision and limitation of this Lease, and if in bankruptcy Lessee, for itself, for the debtor in possession, the receiver or trustee does, hereby waives its ability to request an extension of the period to assume or reject this Lease in excess of ninety (90) days from the Court's Order for Relief.

Upon a Lessee Event of Default, Lessor at any time following the cure period may give written notice to Lessee specifying such Event or Events of Default and stating that this Lease and the Term hereby demised shall expire and terminate on the date specified in such notice, which shall be at least thirty (30) days from the date of such notice, subject to the rights for cure if and only if such rights apply to the Event of Default in question. Unless the Event of Default is one for which a cure may be made, and a cure has been made or commenced in accordance with this Lease, upon the date specified in such notice, this Lease and the Term hereby demised and all rights of Lessee under this Lease shall expire and terminate, and Lessee shall remain liable as hereinafter provided prior to such termination date. If this Lease terminates due to a Lessee Event of Default the NMCSA shall also terminate.

At any time or from time to time after any such expiration or termination of a cure period provided above, and notwithstanding anything to the contrary in this Lease, Lessor shall have the right, but not the obligation, to re-enter and take complete possession of the Premises, to declare the Term of this Lease ended, and/or remove the System, if the Lessee has failed to remove the System and Lessee's other effects on the Premises at Lessee's cost as provided by the Decommissioning Assurance and Section 15 of this Lease, without prejudice to any remedies which might be otherwise be available to Lessor.

In the event that Lessor terminates this Lease because of Lessee's Event of Default hereunder, Lessor shall have the right to pursue any and all remedies available to it under this Lease. Upon a Lessee Event of Default, Lessor shall be entitled to exercise any and all rights and remedies available under this Lease, and Lessor may, but shall not be obligated to, take any and all actions to cure Lessee's Event of Default, all at Lessee's cost and expense. Lessor may enter upon the Premises for any such purpose, and take all such action thereon, as may be necessary, except any access to the System unless it is for decommissioning in accordance with the terms of this Lease.

Lessee agrees to reimburse Lessor for all costs associated with the enforcement of this Lease, or any and all provisions therein, including but not limited to all legal and court costs and reasonable attorneys' fees. Without limiting any of Lessor's rights and remedies hereunder, and in addition to all other amounts Lessee is otherwise obligated to pay, it is expressly agreed that Lessor shall be entitled to recover from Lessee all costs and expenses, including reasonable attorneys' fees, incurred by Lessor in enforcing this Lease from and

after Lessee's Event of Default.

12.2 Default by Lessor.

(a) It shall be an Event of Default if Lessor fails to perform or observe any term or condition contained in this Lease and such failure is not cured within thirty (30) days after written notice from Lessee, provided, however, that if such failure is of such a nature that Lessor cannot reasonably remedy the same within such thirty (30) day period, no such failure will be deemed to exist if Lessee promptly commences to cure the default within such thirty (30) day period and prosecutes the same to completion with reasonable diligence (but in no event later than sixty (60) days from the date of the notice from Lessee unless otherwise agreed upon in writing); or

(b) It shall be an Event of Default if Lessor shall be declared bankrupt or insolvent according to Applicable Legal Requirements, or a receiver or trustee is appointed to take over and conduct the business of Lessor, whether in receivership, reorganization, bankruptcy or other action or proceeding, and such bankruptcy or insolvency proceeding, receivership or trusteeship shall not have been vacated not later than ninety (90) days after such declaration, election or appointment, unless (i) receiver or trustee shall have within said ninety (90) days shall have remedied all defaults under this Lease; and (ii) such receiver or trustee shall have within said ninety (90) days executed an agreement, duly approved by Lessee, whereby such receiver or trustee shall assume and agree to be bound by each and every term, provision and limitation of this Lease, and if in bankruptcy Lessor, for itself, the receiver or trustee does, hereby waives its ability to request an extension of the period to assume or reject this Lease in excess of ninety (90) days from the Court's Order for Relief.

In the event that Lessee terminates this Lease because of Lessor's Event of Default hereunder, Lessee shall have the right to pursue any and all remedies available to it under this Lease. Upon a Lessor Event of Default, Lessee at any time following the cure period may give written notice to Lessor specifying such Event or Events of Default and stating that this Lease and the Term hereby demised shall expire and terminate on the date specified in such notice, which shall be at least thirty (30) days from the date of such notice, subject to the rights for cure if and only if such rights apply to the Event of Default in question. Unless the Event of Default is one for which a cure may be made, and a cure has been made or commenced in accordance with this Lease, upon the date specified in such notice, this Lease and the Term hereby demised and all rights of Lessor under this Lease shall expire and terminate, and Lessor shall remain liable as hereinafter provided prior to such termination date.

Lessor agrees to reimburse Lessee for all costs associated with the enforcement of this Lease, or any and all provisions therein, including but not limited to all legal and court costs and reasonable attorneys' fees. Without limiting any of Lessee's rights and remedies hereunder, and in addition to all other amounts Lessor is otherwise obligated to pay, it is expressly agreed that Lessee shall be entitled to recover from Lessor all costs and expenses,

including reasonable attorneys' fees, incurred by Lessee in enforcing this Lease from and after Lessor's Event of Default.

ARTICLE 13. DAMAGE TO THE PREMISES

13.1 Any damage to the Premises or any other Lessor property, which, as determined by the Lessor, is caused by or results from the Work and/or arises out of the construction, maintenance, or presence of the System on, or the operations and activities of Lessee, its officers, contractors, agents, licensees or invitees shall be repaired by the Lessee to the Lessor's reasonable satisfaction, at Lessee's sole expense.

ARTICLE 14. FIRE OR OTHER CASUALTY; CONDEMNATION

14.1 Casualty.

(a) Lessee shall bear the risk of any System loss, except to the extent such System loss results from the sole negligence of Lessor or Lessor's employees (collectively, "**Lessor Misconduct**").

(b) In the event of any System loss that results in less than total damage, destruction or loss of the System and is not caused by Lessor Misconduct, this Lease will remain in full force and effect, and Lessee will, at Lessee's sole cost and expense, repair or replace the System as quickly as practicable in accordance with prudent industry practices, notwithstanding the availability (or lack) of any insurance proceeds that may be payable on account of any such System loss.

(c) To the extent that any System loss results in less than total damage, destruction or loss of the System, and is caused solely by Lessor Misconduct, Lessee may either terminate this Lease without liability and promptly remove the System, or repair the System at Lessor's sole cost and expense, as quickly as practicable in accordance with prudent industry practices, and in either event pursue such remedies as may be available to it under this Lease.

(d) In the event of any System loss which, in the reasonable judgment of Lessee in accordance with prudent industry practices, or, it's insurer results in total damage, destruction or loss of the System and is not caused by Lessor Misconduct, Lessee shall, within sixty (60) days following the occurrence of such System loss notify Lessor whether Lessee is willing, notwithstanding such System loss, to repair or replace the System, unless the System loss was caused by the negligence or willful misconduct of Lessee or any person for whom Lessee is responsible, in which event Lessee shall repair or replace the System as quickly as practicable in accordance with prudent industry practices notwithstanding the availability or lack of any insurance proceeds that may be payable on account of any such System loss. "Total" System loss shall mean restoration or repair cost exceeding 60% of the fair market value of the System at the time of the event of System loss.

(e) In the event that Lessee notifies Lessor that Lessee is not willing to repair or replace the System, this Lease will terminate automatically effective upon the date Lessor receives such notice and Lessee shall promptly remove the System from the Premises in accordance with Article 15.

(f) In the event that Lessee notifies Lessor that Lessee is willing to repair or replace the System, the following shall occur: (i) this Lease will remain in full force and effect, and (ii) Lessee will repair or replace the System as quickly as practicable notwithstanding the availability (or lack) of any insurance proceeds that may be payable on account of any such System loss. If any repair or replacement of the System required or elected by the Lessee to be undertaken hereunder shall not have been commenced within ninety (90) calendar days of the date of the damage, destruction, or other casualty, or if after commencement such repair or replacement does not proceed with all diligence, Lessor may, declare a Lessee Event of Default in accordance with Article 12.

14.2. Condemnation. In the event Lessor receives notification of any condemnation proceedings affecting the Premises, Lessor will provide reasonably prompt notice of the proceeding to Lessee. If a condemning authority takes all of the Premises, or a portion sufficient to render the Premises demonstrably unsuitable for Lessee's Permitted Uses and operation of the System as contemplated hereunder, this Lease shall terminate as of the date the title vests in the condemning authority.

14.3 Fire Casualty to the Premises. Should a substantial portion of the Premises, be substantially damaged by fire or other casualty which renders the Premises unsuitable for Lessee's Permitted Uses, either Party may elect to terminate this Lease.

ARTICLE 15. REMOVAL OF SYSTEM

Unless otherwise extended by the Lessor in its sole discretion, Lessee shall remove the System and all other improvements installed by Lessee on the Premises in compliance with Applicable Legal Requirements and the Decommissioning Plan and restore the Premises to its original condition, subject to normal wear and tear, within one hundred and twenty (120) days of the Expiration Date (the "**Decommissioning Period**"). In connection with such removal, Lessor shall continue to provide Lessee with access to the Premises without payment of further Rent or consideration during said Decommissioning Period. Any improvements not removed from the Premises within the Decommissioning Period shall be deemed abandoned and shall become the sole property of Lessor. In such case, Lessor shall have the right to use the Decommissioning Assurance to pay for the removal of the System, any costs associated with repairing any damage caused to the Premise for the removal of the System and/or to make such repairs or improvements to the Premises to restore the Premises to its original condition reasonable wear and tear excepted. The provisions of this Article shall survive the Expiration Date, until the System is removed, and the Premises restored in accordance with this Article 15.

Within thirty (30) days before the Commercial Operations Date, the Lessee shall

post an evergreen letter of credit naming the Lessor as a beneficiary in an amount of \$12,000 per MW DC of the as built System size to cover the costs of removing the System and restoration of the Premises upon the Expiration Date, in compliance with this Article 15 (the “**Decommissioning Assurance**”). The Decommissioning Assurance and Decommissioning Plan as required in this Lease will also be used to satisfy compliance with any required Governmental Approvals.

ARTICLE 16. ASSIGNMENT AND FINANCING

16.1 Lessee shall not, without the prior written consent of Lessor, which consent will not be unreasonably withheld, conditioned or delayed, assign, pledge or transfer (collectively “**Transfer**”) all or any part of, or any right or obligation under, this Lease, nor shall any direct or indirect ownership interest in Lessee be transferred or assigned whether voluntarily or by operation of law, except that prior written notice, but no prior written consent, shall be required in connection with an assignment by Lessee (i) to a Lender in connection with the financing of the System as further provided in Section 16.2, or (ii) with respect to an affiliate of Lessee. Such notice shall include the name and contact address of the Lender or assignee. Any such Transfer without such consent will be null and void. It shall not be unreasonable to withhold consent to an assignment to a party that is not a “Qualified Successor.”

16.2 Financing Arrangements.

(a) Lessee may mortgage, pledge, grant security interests, assign, or otherwise encumber its interests in this Lease to any persons providing financing for the System (any such entity a “**Lender**”), provided that Lessee shall give Lessor prior written notice of the name and address of any such Lender as provided in Section 16.1. Lessor acknowledges that in connection with such transactions, Lessee may secure Lessee’s obligations by, for example, collaterally assigning Lessee’s interests in this Lease and a first security interest in the System and a leasehold mortgage of Lessee’s leasehold rights in the Premises. In order to facilitate such financing, and with respect to any Lender, Lessor agrees as follows:

(i) **Consent to Collateral Assignment.** Lessor hereby consents to the collateral assignment for the financing of the Lessee’s right, title and interest in and to this Lease.

(ii) **Rights of Lender.** Notwithstanding any contrary term of this Lease:

(A) **Secured Party Rights.** The Lender shall be entitled to exercise all rights and remedies of secured parties under law with respect to this Lease and the System;

(B) **Opportunity to Cure Default.** The Lender shall have the right, but not the obligation, to pay all sums due under this Lease and to perform any other act, duty or obligation required of Lessee thereunder or cause to be cured any default of Lessee thereunder in the time and manner provided by the terms of this Lease. Nothing herein requires the Lender to

cure any default of Lessee under this Lease (unless the Lender has succeeded to Lessee's interests under this Lease) to perform any act, duty or obligation of Lessee under this Lease, but Lessor hereby gives it the option to do so;

(C) Exercise of Remedies. Upon the exercise of remedies, including any sale of the System by the Lender to a Qualified Successor, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Lessee to the Lender (or any assignee of the Lender) in lieu thereof, the Lender shall give notice to Lessor of the transferee or assignee of this Lease. Any such exercise of remedies shall not constitute a default under this Lease. The Lender shall not have the right to assign the Lease or sell the System to any party other than a Qualified Successor;

(D) Cure of Bankruptcy Rejection. Upon any rejection or other termination of this Lease pursuant to any process undertaken with respect to Lessee under the United States Bankruptcy Code, at the request of Lender made within ninety (90) days of such termination or rejection, Lessor shall enter into a new agreement with Lender or its assignee incorporating the same terms and conditions as set forth in this Lease.

(iii) Right to Cure.

(A) Cure Period. Lessor will not exercise any right to terminate or suspend this Lease unless it shall have given the Lender prior written notice at the Lender address provided by Lessee of its intent to terminate or suspend this Lease, as required by the terms hereof, specifying the condition giving rise to such right, and the Lender shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Lease; provided that if such Lessee's Event of Default reasonably cannot be cured by the Lender within such period and the Lender commences and continuously and diligently pursues cure of such Event of Default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional thirty (30) days. The Parties' respective obligations will otherwise remain in effect during any cure period.

(B) Continuation of Agreement. If the Lender or its assignee (including any purchaser or transferee), pursuant to an exercise of remedies by the Lender, shall acquire title to or control of Lessee's assets and shall, within the time periods described in Section 16.2(a)(iii)(A), cure all material defaults under this Lease existing as of the date of such change in title or control in the manner required by this Lease, and which are capable of cure by a third person or entity, then the Lender or its assignee shall no longer be in default under this Lease, and provided that after such change in title or control Lessor shall continue to receive all benefits due to it as set forth in this Lease which shall continue in full force and effect.

(c) Entry to Consent to Assignment. Lessor agrees to execute any reasonable consents to assignment or acknowledgements or estoppel certificates as may be reasonably requested by Lessee and/or Lender in connection with the financing or sale of the System, pursuant to this Section 16.2.

- 16.3 Modifications of the Agreement for Financing. If a Lender requires this Lease Agreement to be modified, Lessee may request that Lessor negotiate a modification to this Lease Agreement for the purpose of satisfying Lender's concerns on terms that conform as nearly as possible to the original intent of this Lease Agreement, provided that Lessor may decline to negotiate or agree to any proposed modified terms in its sole discretion.
- 16.4 The Lessor hereby disclaims any lien on, interest in, or claim with respect to the Personal Property of Lessee which it now has or may acquire in the future, whether under this Lease or otherwise, even if such Personal Property is affixed to the Premises. The term "**Personal Property**" as used herein, shall mean all of Lessee's personal property, including Lessee's System which is now or may hereafter be located on or affixed to the Premises and in which the Lender or creditor now has or in the future may have a security interest securing payment of all or any portion of the obligations of the Lessee including, without limitation, the obligations of Lessee to the Lender or creditor under the above-referenced loan(s) and all renewals and extensions thereof.

ARTICLE 17. MISCELLANEOUS

17.1 [Intentionally Omitted].

17.2 Quiet Enjoyment.

(a) Lessor covenants that so long as no Event of Default has occurred and is continuing, but subject at all times to Applicable Legal Requirements, Lessee shall quietly have and enjoy the Premises until the Expiration Date. Lessor's rights of entry and inspection and right to continue to perform its Monitoring Activities as explicitly set forth in this Lease shall not be considered a breach of the covenant of quiet enjoyment.

(b) Lessee shall operate, maintain, and repair the System in a manner that will not obstruct or interfere with Lessor's Monitoring Activities, the Cable Area, or the rights of any other occupants to the Property. Lessee will use its best efforts, in accordance with prudent industry practices to operate, maintain and repair its System. Lessor may construct, reconstruct, modify, or make alterations to the Property, so long as such activities do not materially and adversely interfere with the operation of the System or the terms of this Lease, provided, however, that Lessor may do all such things to the Landfill Cap as may be required by Applicable Legal Requirements subject to the terms of this Lease.

17.3 No Limitation of Regulatory Authority. The Parties acknowledge that nothing in this Lease shall be deemed to be an agreement by Lessor to issue or cause the

issuance of any Governmental Approval, or to limit or otherwise affect the ability of Lessor or any regulatory authority of Lessor to fulfill its regulatory mandate or execute its regulatory powers consistent with Applicable Legal Requirements.

17.4 Subordination to Existing Leases, Easements and Rights of Way. Lessee acknowledges and understands that this Lease and all rights of Lessee hereunder are subject and subordinate to all existing easements, rights of way, declarations, restrictions, or other matters of record. Lessor reserves the right to grant additional easements, licenses, or rights of way, whether recorded or unrecorded, as may be necessary, which do not materially and adversely interfere as reasonably determined by Lessee with Lessee's use of the Premises, Lessee's Permitted Uses and the operation of the System.

17.5 Amendments. This Lease may be amended only in writing signed by Lessee and Lessor.

17.6 Notices. Any notice required or permitted to be given in writing under this Lease shall be made to the addresses and persons specified below. All notices, requests, statements or payments will be made in writing. Notices required to be in writing will be delivered by hand delivery, overnight delivery, facsimile, or e-mail. Notice by facsimile will (where confirmation of successful transmission is received) be deemed to have been received on the day on which it was transmitted (unless transmitted after 5:00 p.m. at the place of receipt or on a day that is not a Business Day, in which case it will be deemed received on the next business day). Notice by hand delivery or overnight delivery will be deemed to have been received when delivered. Notice by e-mail will be deemed to have been received when such e-mail is transmitted, so long as a copy of confirmation of successful transmission is received, including by way of a reply to the e-mail by the receiving Party. A Party may change its address and contact information by providing notice of the same in accordance with the provisions of this Article.

If to Lessor: City of Concord
Office of the City Manager
41 Green Street
Concord, NH 03301
citymanager@concordnh.gov
Phone: (603) 225-8570

If to Lessee: Kearsarge Old Turnpike Road LLC
c/o Kearsarge Energy
1380 Soldiers Field Road, Suite 3900
Boston, MA 02135
abernstein@kearsargeenergy.com
Phone: (617) 393-4222

17.7 Lessee's Relation to Lessor: Lessee is in all respects an independent contractor and is neither an agent nor an employee of Lessor. Neither the Lessee nor any of its officers,

employees, agents, or members shall have authority to bind Lessor or receive any benefits, workers' compensation or other emoluments provided by the Lessor to its employees.

17.8 Force Majeure. To the extent that either Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Lease and the Party impacted by this provision, provides notice in accordance with the terms of the Lease of the Force Majeure to other Party as soon as practicable (and in any event within five (5) business days after becoming aware of the Force Majeure event or circumstance), then the applicable deadlines in effect at the time of the Force Majeure may be extended up to (60) calendar days or as otherwise extended in the reasonable discretion of the non-claiming Party.. The Parties 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 Lease. As used herein, "**Force Majeure**" shall mean any event or circumstance that prevents either Party from performing its obligations under this Lease, 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.

17.9 Non-Discrimination. In connection with the terms of this Lease, the Lessee shall comply with all Applicable Legal Requirements which impose any obligation or duty upon the selected Respondent, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Lessee. In addition, the Lessee shall comply with all applicable copyright laws. During the term of this Lease, the Lessee shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination. If this Lease is funded in any part by monies of the United States, the Lessee shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. Upon reasonable advance written notice, the Lessee further agrees to permit the State or United States access to any of the Lessee's books, records, and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms, and conditions of this Lease.

17.10 Waiver. Failure of either Party to declare an Event of Default 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 Lease shall be deemed a waiver of a breach of any other provision of this Lease 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.

17.11 Remedies Cumulative. No remedy herein conferred upon or reserved to Lessee or Lessor shall exclude any other remedy herein or by law provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

17.12 No Third-Party Beneficiaries. This Lease is solely for the benefit of the Parties hereto and no right or cause of action shall accrue by reason hereof for the benefit of any third Party not a Party hereto, other than Lender as set forth above.

17.13 Lessor's Costs. Lessee shall reimburse Lessor for its reasonable attorneys' fees and out-of-pocket expenses incurred in connection with any request by Lessee for Lessor's consent hereunder.

17.14 Captions. The captions and headings throughout this Lease are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of, or the scope or intent of this Lease, nor in any way affect this Lease, and shall have no legal effect.

17.15 Severability. If any term or provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons 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 Lease shall be valid and be enforced to the fullest extent permitted by law.

17.16 Choice of Law. This Lease shall be construed in accordance with the laws of the State of New Hampshire notwithstanding any laws regarding conflicts of laws. Any disputes between the Parties may be resolved using mediation. The results of such mediation shall be nonbinding unless otherwise agreed to in writing by both Parties. With respect to nonbinding mediation, either party shall have the ability to set aside the results of such activities and to proceed with resolving any dispute via court. Any claim or dispute arising from this Lease, 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. In any judicial action, if the Party bringing the lawsuit does not prevail in a court of competent jurisdiction, then such Party shall reimburse the prevailing Party for the cost of

defending such litigation and legal costs and fees, including, but not limited to, reasonable attorneys' fees, experts' fees and travel expenses even, if not awarded by the court.

17.17 Binding Effect. This Lease 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.

17.18 Counterparts. This Lease may be executed in counterparts, which shall together constitute one and the same agreement. Facsimile signatures shall have the same effect as original signatures and each Party consents to the admission in evidence of a facsimile or photocopy of this Lease in any court proceedings between the parties.

17.19 Entire Agreement. This Lease 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.

17.20 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 Article, provided, however, that neither Party shall be required to execute any additional document, instrument, or assurance that it reasonably believes will increase its risk or obligations under the Lease.

17.21 Notice of Lease. Lessor and Lessee mutually agree to execute herewith, a Notice of Lease in recordable form with respect to this Lease for recording with the Merrimack County Registry of Deeds. Lessor and Lessee mutually agree to execute, upon the Expiration Date for whatever cause, a Notice of Termination of Lease in recordable form for recording with the Merrimack County Registry of Deeds.

17.22 Conflict of Interest. Lessee acknowledges that Lessor is municipality. Lessee shall familiarize its employees involved with this Lease with the provisions of New Hampshire Law, as may be amended. Lessee represents it and its employees and subcontractors do not now, and will not during the term of this Lease, engage in conduct or have an interest which would violate New Hampshire Law.

17.23 Immunity. Notwithstanding any provision of this Lease, nothing herein contained shall be deemed to constitute a waiver of the immunity of the Lessor, which immunity is hereby reserved to the Lessor. This covenant shall survive the termination of this Lease.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed this Lease as of the Effective Date.

LESSOR:

CITY OF CONCORD

By: _____

Name: Thomas J. Aspell, Jr

Title: City Manager

Date: _____

LESSEE:

KEARSARGE OLD TURNPIKE ROAD LLC

By: Kearsarge Solar LLC, its manager

Name: Andrew J. Bernstein

Title: Manager

Date: _____

ATTACHMENT A-1
DESCRIPTION OF THE PROPERTY

75 Old Turnpike Road, Concord, New Hampshire, Tax Map 110, Lot 4345, Deed recorded in Merrimack County Volume 1042, Page 65, Latitude 43° 12' N, Longitude 71° 31' W

A certain tract of land situated on the Northerly side of Branch Turnpike, so called, in said Concord, bounded and described as follows:

Beginning at a point on the Northerly side of said Branch Turnpike, as formerly located, where it strikes the Merrimack River, thence North 50° East by said Branch Turnpike, 60 rods and 23 links, more or less, to a point at the Southwest corner of land now or formerly of C. S. Rogers; thence North 2° West by said Rogers land, 28 rods and 14 links, more or less, to a stake and stones; thence North 88½° East, 43 rods and 15 links, to land now or formerly of James Stevens; thence North 5 3/4° East by said Stevens land, 40 rods and 25 links, more or less, to a stone at land now or formerly of Ralf (sic) Sharples; thence South 89 3/4° West, 111 rods and 19 links, by land of said Sharples, land now or formerly of John Abbott, Harrison G. Clark., and Charles F. Barrett, to the brow of the hill at a corner of land now or formerly of Benjamin Farnum; thence Southerly, in a straight line, by said Farnum land about 48 rods to a stake and stones at land now or formerly of Arthur Fletcher; thence Southerly and Westerly along the brow of the hill by land of said Arthur Fletcher and by the Merrimack River, 69 rods and 10 links, to the highway aforesaid and bound begun at.

Excepting and excluding from the above described premises the triangular parcel of land on the Southerly side of Branch Turnpike, so called, conveyed to Richard D. Brew and Company, Inc., by warranty deed dated July 23, 1965, and recorded in Merrimack Records, Book 970, Page 148, containing .15 acres, more or less; .and also the tract previously conveyed to Thomas C. Corson and Antoinette M. Corson by warranty deed dated June 17, 1965, recorded in Merrimack Records, Book 1001, Page 374, containing 1.4 acres, more or less; Deed to George E. Antoine and Jacqueline L. Antoine recorded in Book 2003, Page 513; Deed conveyed to Thomas C. Corson and Antoinette M. Corson recorded in Book 2003, Page 508; Deed to George E. Antoine and Jacqueline L. Antoine recorded in Book 3421, Page 1863

and as affected by Terms and provisions of Boundary Line Agreement dated October 17, 2013, recorded in the Merrimack County Registry of Deeds in Book 3421, Page 1859.

Note: The Land has the benefit of the following easements which may be insured if rights are specifically granted:

Easements for sewer line reserved in deed from the City of Concord to George E. Antoine and Jacqueline L. Antoine, dated October 17, 2013, recorded in the Merrimack County Registry of Deeds in Book 3421, Page 1863.

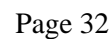
ATTACHMENT A-2

DESCRIPTION OF PREMISES

1.1 Premises Description

The initial boundary of the Premises including approximately 23.36 acres and locations of the Staging Area, Cable Area and Access are located on the attached plan C101 (which is an extract from the issued IFP Plan Set last revised July 16, 2025 prepared by Weston and Sampson Engineers), which will be updated once built in accordance with Section 1.1

<p>Grading 11E</p> <p>PROPOSED SITE PLAN</p>	<p>Grading 11E</p> <p>C101</p>
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ATTACHMENT B

DESCRIPTION OF SYSTEM

An approx. 7.1 MW DC fenced, ground amount, ballasted, fixed tilt solar system as described more fully in the issued for permitting plan set by Weston and Sampson and last dated 07/16/2025, including civil works and ancillary equipment for power conversion and connection to the Utility distribution system.

ATTACHMENT C
LEASE PAYMENT RENT SCHEDULE

Assumed Project Information	
MW DC	7.1
MW AC	4,999
Lease Rate \$/MW DC	\$16,300
Investment Tax Credit	40%
PILOT	\$98,729.00
Lease Rate Esc.	1.5%

Formula: (Applicable Lease Rate \$/MW DC based on final Investment Tax Credit * As Built MW DC Size) Built MW DC Size) = Lease Price – PILOT = Base Rent (subject to annual 1.5% escalation rate)

Sample Base Rent Table based on Assumed Project Information

Year	Lease Price	PILOT	Base Rent
1	\$ 129,930.00	\$98,729	\$ 31,201.00
2	\$ 131,878.95	\$98,729	\$ 33,149.95
3	\$ 133,857.13	\$98,729	\$ 35,128.13
4	\$ 135,864.99	\$98,729	\$ 37,135.99
5	\$ 137,902.97	\$98,729	\$ 39,173.97
6	\$ 139,971.51	\$98,729	\$ 41,242.51
7	\$ 142,071.08	\$98,729	\$ 43,342.08
8	\$ 144,202.15	\$98,729	\$ 45,473.15
9	\$ 146,365.18	\$98,729	\$ 47,636.18
10	\$ 148,560.66	\$98,729	\$ 49,831.66
11	\$ 150,789.07	\$98,729	\$ 52,060.07
12	\$ 153,050.91	\$98,729	\$ 54,321.91
13	\$ 155,346.67	\$98,729	\$ 56,617.67
14	\$ 157,676.87	\$98,729	\$ 58,947.87
15	\$ 160,042.02	\$98,729	\$ 61,313.02
16	\$ 162,442.65	\$98,729	\$ 63,713.65
17	\$ 164,879.29	\$98,729	\$ 66,150.29
18	\$ 167,352.48	\$98,729	\$ 68,623.48
19	\$ 169,862.77	\$98,729	\$ 71,133.77
20	\$ 172,410.71	\$98,729	\$ 73,681.71

	\$		
TOTAL	\$ 3,004,458.07	\$ 1,974,580	1,029,878.07

Notes: The Base Rent shall be updated, if applicable, following the Commercial Operations Date based upon the as built System size, the achieved Investment Tax Credit, and any modifications to the PILOT Agreement and an updated Rent Schedule shall be provided.

DRAFT

ATTACHMENT D

PROPOSED WORK SCHEDULE

<i>Concord NH Landfill Commences following completion of permitting</i>	
Milestone	Work Days
Schedule Start	1d
LNTP	1d
Pre-Construction	20d
FNTP	1d
Construction (sub tasks overlap)	140d
Civil Roads and Fencing	40d
Structural Racking and Ballast	50d
Electrical Installation	70d
Mechanical Completion	1d
Witness Test and Commissioning	20d
PTO	1d
Substantial Completion	20d
Final Completion	20d